

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

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. This does not apply to Small Business Set-Asides.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) 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 an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial.

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

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting June 17, 2011

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. This does not apply to Small Business Set-Asides.

(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. 76C41
ST CLAIR County
Section 82-1A
Route FAP 998
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

S

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the State Required Ethical Standards Governing Subcontractors to be signed and incorporated into all subcontracts.

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) and submit an original Affidavit of Availability (BC 57). This does not apply to Small Business Set-Asides.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "**Authorization to Bid or Not for Bid**" form, 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 **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Authorization to Bid or Not for Bid Report**, 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
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Preparation and submittal of bids	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____ a

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

**Contract No. 76C41
ST CLAIR County
Section 82-1A
Route FAP 998
District 8 Construction Funds**

This project consists of repairs to Cahokia Canal triple box culvert, grading, drainage and utility demo located on Interstate 70 from 1st Street to Industrial Drive in Fairmont City.

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, addenda, 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	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000	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.

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. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

9. **The services of a subcontractor will or may be used.**

Check box Yes
 Check box No

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

10. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer or the State Purchasing Officer is for approval of the procurement process and execution of the contract by the Department. Neither the Chief Procurement Officer nor the State Purchasing Officer shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Illinois Procurement Code.

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 76C41

State Job # - C-98-027-10
 PPS NBR - 8-90000-0050
 County Name - ST CLAIR - -
 Code - 163 - -
 District - 8 - -
 Section Number - 82-1A

Project Number

Route
 FAP 998

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0324045	SED CON STAB CON EN R	EACH	3.000				
X0324775	SED CON STAB CON EN M	SQ YD	1,338.000				
X0325155	REM ABANDON GAS MAIN	FOOT	869.000				
X0326118	LIGHTWEIGHT AGGREGATE	CU YD	2,865.000				
X0326802	UTILITY STRUC REMOVAL	EACH	330.000				
X0327231	FR & LID (SPECIAL)	EACH	4.000				
X2010505	CLEARING SPECIAL	L SUM	1.000				
X2020410	EARTH EXCAVATION SPL	CU YD	37,980.000				
X2501845	SEEDING CL 7 SPL	ACRE	44.250				
X4020800	AGG SURF CSE B 12	SQ YD	639.000				
X5012502	CONC REM SPEC	CU YD	259.000				
X5021510	COFFERDAMS SPL	EACH	6.000				
X5610704	WATER MAIN REMOV 4	FOOT	1,038.000				
X5610706	WATER MAIN REMOV 6	FOOT	6,610.000				
X5610708	WATER MAIN REMOV 8	FOOT	6,197.000				

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X5610710	WATER MAIN REMOV 10	FOOT	7,001.000				
X5610712	WATER MAIN REMOV 12	FOOT	1,209.000				
X5610736	WATER MAIN REMOV 36	FOOT	1,744.000				
X5810100	WATERPRF MEMB SYS SPL	SQ YD	3,905.000				
X6640300	CH LK FENCE REMOV	FOOT	3,305.000				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
Z0001050	AGG SUBGRADE 12	SQ YD	489.000				
Z0007604	BLDG REMOV NO 4	L SUM	1.000				
Z0012754	STR REP CON DP = < 5	SQ FT	2,950.000				
Z0012755	STR REP CON DP OVER 5	SQ FT	983.000				
Z0013300	CONC REM SPEC	SQ YD	575.000				
Z0013796	SED CON STAB CONST EN	SQ YD	1,000.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
Z0015500	DEBRIS REMOVAL	L SUM	1.000				
Z0016702	DETOUR SIGNING	L SUM	1.000				

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Z0022800	FENCE REMOVAL	FOOT	1,723.000				
Z0042002	POROUS GRAN EMB SUBGR	CU YD	3,542.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
Z0049904	R&D NON-FR ASB BLD 4	L SUM	1.000				
Z0076602	TRAINEES SPL	HOUR	2,000.000				
20100110	TREE REMOV 6-15	UNIT	196.000				
20100210	TREE REMOV OVER 15	UNIT	48.000				
20100500	TREE REMOV ACRES	ACRE	0.700				
20101000	TEMPORARY FENCE	FOOT	740.000				
20200100	EARTH EXCAVATION	CU YD	27,390.000				
20201200	REM & DISP UNS MATL	CU YD	16,590.000				
20400800	FURNISHED EXCAVATION	CU YD	71,240.000				
20800150	TRENCH BACKFILL	CU YD	1,303.000				
25000210	SEEDING CL 2A	ACRE	0.750				
25000400	NITROGEN FERT NUTR	POUND	68.000				

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25000500	PHOSPHORUS FERT NUTR	POUND	68.000				
25000600	POTASSIUM FERT NUTR	POUND	68.000				
25100115	MULCH METHOD 2	ACRE	70.750				
25100630	EROSION CONTR BLANKET	SQ YD	91,076.000				
28000250	TEMP EROS CONTR SEED	POUND	20,039.000				
28000305	TEMP DITCH CHECKS	FOOT	140.000				
28000400	PERIMETER EROS BAR	FOOT	12,570.000				
28000510	INLET FILTERS	EACH	4.000				
28100107	STONE RIPRAP CL A4	SQ YD	311.000				
28200200	FILTER FABRIC	SQ YD	251.000				
28500400	ARTICUL BLOCK REV MAT	SQ YD	647.000				
40603340	HMA SC "D" N70	TON	13.000				
40701811	HMA PAVT FD 6 1/2	SQ YD	489.000				
44000100	PAVEMENT REM	SQ YD	9,340.000				
44000500	COMB CURB GUTTER REM	FOOT	13.000				

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44004250	PAVED SHLD REMOVAL	SQ YD	6.000				
44200976	CL B PATCH T4 10	SQ YD	91.000				
44201299	DOWEL BARS 1 1/2	EACH	122.000				
44213200	SAW CUTS	FOOT	297.000				
48101500	AGGREGATE SHLDS B 6	SQ YD	89.000				
48203029	HMA SHOULDERS 8	SQ YD	6.000				
50102400	CONC REM	CU YD	529.700				
50200100	STRUCTURE EXCAVATION	CU YD	11,161.000				
50800105	REINFORCEMENT BARS	POUND	78,520.000				
54003000	CONC BOX CUL	CU YD	530.600				
542A1069	P CUL CL A 2 24	FOOT	95.000				
542A1093	P CUL CL A 2 48	FOOT	723.000				
542A1099	P CUL CL A 2 54	FOOT	313.000				
542A2773	P CUL CL A 4 48	FOOT	126.000				
542A4669	P CUL CL A 7 54	FOOT	207.000				

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5421A012	P CUL CL A 1 12 TEMP	FOOT	33.000				
54213669	PRC FLAR END SEC 24	EACH	1.000				
54213687	PRC FLAR END SEC 42	EACH	1.000				
54213693	PRC FLAR END SEC 48	EACH	6.000				
54213699	PRC FLAR END SEC 54	EACH	6.000				
54247130	GRATING-C FL END S 24	EACH	1.000				
54247180	GRATING-C FL END S 42	EACH	1.000				
54247190	GRATING-C FL END S 48	EACH	6.000				
54247200	GRATING-C FL END S 54	EACH	6.000				
550A0180	STORM SEW CL A 1 42	FOOT	142.000				
550A4700	SS CL A 1 EQRS 42	FOOT	128.000				
55100200	STORM SEWER REM 6	FOOT	645.000				
55100300	STORM SEWER REM 8	FOOT	4,539.000				
55100400	STORM SEWER REM 10	FOOT	2,974.000				
55100500	STORM SEWER REM 12	FOOT	4,463.000				

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55100700	STORM SEWER REM 15	FOOT	7,031.000				
55100800	STORM SEWER REM 16	FOOT	485.000				
55100900	STORM SEWER REM 18	FOOT	4,895.000				
55101200	STORM SEWER REM 24	FOOT	1,960.000				
55101600	STORM SEWER REM 36	FOOT	695.000				
56400500	FIRE HYDNITS TO BE REM	EACH	6.000				
59000200	EPOXY CRACK INJECTION	FOOT	136.000				
59300100	CONTR LOW-STRENG MATL	CU YD	280.000				
60206600	CB TB T7G	EACH	1.000				
60224035	MAN TA 6 DIA T20F&G	EACH	1.000				
60224440	MAN TA 7 DIA T20F&G	EACH	1.000				
60224449	MAN TA 7 DIA T24F&G	EACH	1.000				
60603800	COMB CC&G TB6.12	FOOT	13.000				
66400305	CH LK FENCE 6	FOOT	5,488.000				
66408200	CH LK GATES 6X24 DBL	EACH	2.000				

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66600105	FUR ERECT ROW MARKERS	EACH	25.000				
66700705	FUR ERECT DRAIN MKRS	EACH	4.000				
66900105	UNDERGR STOR TANK REM	EACH	1.000				
66900200	NON SPL WASTE DISPOSL	CU YD	48,045.000				
66900400	SPL WAST GRD WAT DISP	GALLON	14,400.000				
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000				
66900530	SOIL DISPOSAL ANALY	EACH	8.000				
67100100	MOBILIZATION	L SUM	1.000				
67201000	SEAL ABAN WATER WELLS	EACH	2.000				
70300520	PAVT MARK TAPE T3 4	FOOT	92.000				
72400100	REMOV SIN PAN ASSY TA	EACH	1.000				

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. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have 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 the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

II. ASSURANCES

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.

A. 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 \$177,412.00. Sixty percent of the salary is \$106,447.20.

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.

B. 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.

C. 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.

D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, procurement compliance monitors, 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.

E. 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.

F. 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.

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G. 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

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. Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

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C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

F. 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.

G. 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.

- (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.

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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.

H. 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.

I. 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.

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J. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

Check the appropriate statement:

- /___/ Company has no business operations in Iran to disclose.
/___/ Company has business operations in Iran as disclosed the attached document.

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.

Three horizontal lines for listing program sponsor information.

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.

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L. Political Contributions and Registration with the State Board of Elections

Sections 20-160 and 50-37 of the Illinois Procurement Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Illinois Procurement Code, and that it makes the following certification:

The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Illinois Procurement Code. This provision does not apply to Federal-aid contracts.

M. Lobbyist Disclosure

Section 50-38 of the Illinois Procurement Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

- (i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,
- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The chief procurement officer shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.

Or

Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person: _____
All costs, fees, compensation, reimbursements and other remuneration paid to said person: _____

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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 bidder further certifies that the Department has received the disclosure forms for each bid.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract 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 \$25,000 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, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

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.

The current annual salary of the Governor is \$177,412.00

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.**

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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 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 60% of the annual salary of the Governor? YES ___ NO ___
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES ___ NO ___

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

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 60% of the annual salary of the Governor? 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 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

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Form B: Instructions for Identifying Other Contracts & Procurement Related Information

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

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

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

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

**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 \$25,000, 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.**

The current annual salary of the Governor is \$177,412.00.

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 60% of the annual salary of the Governor. **(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 State 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 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary. _____

RETURN WITH BID

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?
Yes ___ No ___

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment 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 State 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 60% of the annual salary of the Governor, provide the name of your 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 60% of the annual salary of the Governor, as of 7/1/07 are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual 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 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the 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 ___

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

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

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

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

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

RETURN WITH BID/OFFER

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

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

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

2. Communication Disclosure.

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): _____

RETURN WITH BID

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.

RETURN WITH BID

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 \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

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. 76C41
ST CLAIR County
Section 82-1A
Route FAP 998
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 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
Contract No. 76C41
ST CLAIR County
Section 82-1A
Route FAP 998
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) (Company Name)
By (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

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

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

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

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

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

(1) Policy

It is public policy that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route _____	Total Bid _____
Section _____	Contract DBE Goal _____
Project _____	(Percent) (Dollar Amount)
County _____	
Letting Date _____	
Contract No. _____	
Letting Item No. _____	

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

Meets or exceeds contract award goals and has provided documented participation as follows:
Disadvantaged Business Participation _____ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation _____ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company

By _____

Title _____

Date _____

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises **Local Let Projects**
2300 South Dirksen Parkway Submit forms to the
Springfield, Illinois 62764 Local Agency

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. 76C41
ST CLAIR County
Section 82-1A
Route FAP 998
District 8 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Illinois Procurement Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled State Required Ethical Standards Governing Subcontractors.

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract to which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

RETURN WITH SUBCONTRACT

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction.. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

- A.** The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more from subcontractors identified in Section 20-120 of the Illinois Procurement Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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 subcontracting entity or its parent entity, whichever is less, unless the subcontractor 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 subcontractor 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.

The current annual salary of the Governor is \$177,412.00.

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor 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 subcontractor 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 subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor 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 subcontracting 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 60% of the annual salary of the Governor? YES ___ NO ___
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES ___ NO ___

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ___ NO ___

(Note: Only one set of forms needs to be completed per person per subcontract 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 subcontractor must determine each individual in the subcontracting entity or the subcontracting 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 subcontractor 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.

RETURN WITH SUBCONTRACT

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.*

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

Subcontractor 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). Subcontractors desiring to enter into a subcontract of a State of Illinois contract 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 subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, 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.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (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 60% of the annual salary of the Governor. (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 State 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 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

RETURN WITH SUBCONTRACT

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?
Yes ___ No ___

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment 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 60% of the annual salary of the Governor, provide the name of your 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 60% of the annual salary of the Governor, as of 7/1/07 are you entitled to receive (i) more then 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual 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 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the annual salary of the Governor?
Yes ___ No ___

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

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

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

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

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

RETURN WITH SUBCONTRACT

(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 ___

3. Communication Disclosure.

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

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

NOT APPLICABLE STATEMENT

Under penalty of perjury, 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 SUBCONTRACTOR listed on the previous page.

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT
OF TRANSPORTATION

Form B
Subcontractor: Other Contracts &
Procurement Related Information
Disclosure

Subcontractor 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 subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

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



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 17, 2011. 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. 76C41
ST CLAIR County
Section 82-1A
Route FAP 998
District 8 Construction Funds**

This project consists of repairs to Cahokia Canal triple box culvert, grading, drainage and utility demo located on Interstate 70 from 1st Street to Industrial Drive in Fairmont City.

- 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

Gary Hannig,
Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2011

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-11)

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RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

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 FAP Route 998 (Relocated I-70); Section 82-1A; St. Clair County; Contract No. 76C41 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project limits are located within the municipality of Fairmont City and encompasses an area with the north limit being the proximity of the underground Cahokia Canal Box Culvert, the west limits being the TRRA Railroad Right of Way, the east limit being the Proposed I-70 Corridor eastern Right of Way, and the south limit being 1st Street.

DESCRIPTION OF PROJECT

The work to be performed under this contract shall include, but not be limited to:

- Site Clearing and Debris Removal
- Utility Removal
- Earth Excavation (Special)
- Concrete Foundation and Concrete Slab Removal
- Structural Repair of Concrete to the Cahokia Canal Box Culvert
- Placement of Waterproofing Membrane and Lightweight Aggregate above Cahokia Canal Box Culvert
- Removal and Replacement or Construction of Darling Access Road
- Earthwork
- Sewer Construction

All incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

MAINTENANCE OF ROADWAYS

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

Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer. All work necessary to maintain the roadways, including traffic control for maintenance operations, will be paid for in accordance with Article 109.04 of the Standard Specifications.

COMPLETION DATE PLUS WORKING DAYS

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items by 11:59 PM on, December 21, 2012 except as specified herein.

The Contractor will be allowed 15 working days after the completion date for clean-up only. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

The following are the completion dates applicable to this contract*:

- Closure of Packers Ave. and Removal of Packers Ave. Pavement
 - The Contractor shall close Packers Ave. to thru traffic within **15 calendar days** after the execution of the contract. Packers Ave. pavement shall not be removed until the Packers Ave. is closed and the detour is in place.
 - Packers Ave. cannot be closed until the Exchange Ave. Extension to 1st St. is complete and open to traffic (by others), therefore, if the Exchange Ave. Extension to 1st St. is not completed and open to traffic by the date of "15 calendar days after the execution of the 76C41 contract", then Packers Ave. shall be closed within **5 calendar days** after the Exchange Ave. Extension to 1st St. is completed and open to traffic.
 - The Contractor shall remove the Packers Ave. pavement within **5 working days** after the closure of Packers Ave.
- Fill, Abandon or Remove existing 24" and 36" sewers from Polarville to Cahokia Canal Box Culvert, and remove existing Building #4 (Pump House) within **30 calendar days** after the execution of the contract.
- Construct two (2) 48" pipe culverts between Detention Basin #1 and Detention Basin #2 within **14 calendar days** after the Fill, Abandonment or Removal of the existing 24" and 36" sewers from Polarville.
- Fill, Abandon or Remove existing 36" temporary 36" pipe culvert under Darling Access Road alignment near Station 1016+85 within **7 calendar days** after the construction of the two (2) 48" pipe culverts between Detention Basin #1 and Detention Basin #2.
- Earth Excavation (Special) to move existing stockpile located near Sta. 192+00 (400' LT.) to the Archaeological pits identified by the Engineer will begin no later than **14 calendar days** after the execution of the contract, and shall be completed no later than **40 calendar days** after the execution of the contract.
- Complete all Contract 76C41 work items from Sta. 155+00 to Sta. 177+50 by **March 16, 2012**. These work items include but are not limited to, clearing, utility removal, earth excavation (special), earthwork, final ditch grading and all sewers and culverts.
- Repairs to Cahokia Canal Culvert

- All repairs to the top slab of the Cahokia Canal Box Culvert between the Culvert Sta. 13+40 to Sta. 14+85 shall be completed within **80 calendar days** after the execution of the contract. These repairs include, but are not limited to, structure excavation, concrete removal, concrete box culverts, and construction (or reconstruction) of the Darling Access Road and final grading above the Cahokia Canal Box Culvert between these stations.
- All repairs to the top slab of the Cahokia Canal Box Culvert between the Culvert Sta. 7+30 to 13+40 shall be completed by **August 31, 2012**.
- All repairs to the interior of the Cahokia Canal Box Culvert shall be completed by **November 30, 2012**.
- All “non-Cahokia Canal Repair” related work items within project limits shall be completed by **October 1, 2012**. These work items include but are not limited to, clearing, utility removal, earth excavation (special), earthwork, final ditch grading and all sewers and culverts.

*These dates are subject to the coordination requirements of the COORDINATION WITH ADJACENT CONTRACTS Special Provision.

Article 108.09 or the Special Provision for “Failure to Complete the Work on Time”, if included in this contract, shall apply to both the completion date and the number of working days.

COORDINATION WITH ADJACENT AND/OR OVERLAPPING CONTRACTS

This contract abuts and/ or overlaps with other concurrent and future Mississippi River Bridge Contracts as listed below. Each contract includes work items requiring close coordination between the various Contractors regarding the sequence and timing for execution of work items in accordance with Article 105.08 of the Standards Specifications and as herein noted.

This contract also includes critical work items that affect the future staging of traffic and/ or the completion dates of other contracts. Each of the contracts depends on certain portions of the work to be completed by others in order to complete the program on schedule. These critical items along with their completion dates are listed in the attached table.

The following paragraph shall be added to the beginning of Article 105.08.

“The Contractor shall identify such work items (including the critical items listed in the Contract and these Special Provisions) at the beginning of the contract and coordinate the sequence and timing for their execution and completion with the other Contractors through the Engineer. All of these work items shall be identified as separate line items in the Contractor’s proposed Construction Progress Schedule. Additional compensation or the extension of contract time will not be allowed for the progress of the work items affected by the lack of such coordination by the Contractor”.

The adjacent Contracts will be:

- MoDOT Job No. J6I0984 (Proposed I-70 St. Louis Main Span Mississippi River Bridge Project)
- IDOT Contract 76D61 (Illinois Approach Structure For New I-70 Mississippi River Bridge At St. Louis to Illinois Route 3)
- IDOT Contract 76C40 (Proposed Exchange Avenue Extension From Packers Avenue to 1st Street / 1st Street Patching)

- IDOT Contract 76C44 (Proposed I-70 Curved Bridge Over NS, TRRA, MCT & Industrial Drive and Proposed MSE Retaining Wall)
- IDOT Contract 76C50 (Proposed I-70 over 1st Street)
- IDOT Contract 76D05 (Proposed Relocated IL Route 3 Bridge Over Relocated I-70 and I-70 Ramp Retaining Walls)
- IDOT Contract 76E06 (Proposed Relocated IL Route 3 Interchange at Relocated I-70 and ITS Communication)
- IDOT Contract 76C43 (Proposed Paving & Signing)

No adjustments will be made for delay or suspension of the work due to the fault of the Contractor in coordinating project schedule, staging and work items with adjacent Contracts.

The following table indicates all such items of the work which have specific completion dates. It is essential that the Contractor responsible for the work complete these items on or before the date indicated so that other contracts may plan and execute their work accordingly.

Interim Completion Dates and Coordination with Adjacent Contract 76C44

The construction limits for Contract 76C44 and Contract 76C41 will overlap. The Contract 76C44 Contractor shall complete all Contract 76C44 related construction activities east of the west outer edge (west cell) of the Cahokia Canal Culvert by May 27, 2011. The construction items to be completed in Contract 76C44 by the 76C44 Contractor per this specification prior to May 27, 2011 shall include, but not be limited to these Contract 76C44 items:

- Proposed 42" Storm and 18" Sanitary Sewer, including all associated structures and sewers and new connection(s) to Cahokia Canal.
- Detention Basin 1 and Detention Basin 2 grading, including operational outfall and/ or new connection(s) to Cahokia Canal Box Culvert.
- Portions of Darling Access Road from Sta. 1009+00 to Sta. 1020+00.
- Contract 76C44 Clearing, Utility Removal, Tree Removal, Concrete & Building Removal, Retaining Wall Removal, Non-Special Waste Removal, Debris Removal, Proposed Chain Link Fence, and general site grading required.
- All appropriate Erosion Control measures in place for work items pertaining to 76C44.
- All Construction equipment, materials and vehicles belonging to the Contract 76C44 Contractor shall be removed from the area east of the west outer edge (west cell) of the Cahokia Canal Culvert.

This theoretical line which represents the west outer edge of the west cell of the Cahokia Canal Culvert shall be defined by the two end points as follows:

- Station 148+38.4, 226' LT (I-70 Alignment)
- Station 153+61.7, 305' RT (I-70 Alignment)

Two weeks prior to start of work by 76C41 Contractor, on a date specified by the Resident Engineers of both Contract 76C44 and Contract 76C41, the Resident Engineers and one representative from each Contractor shall conduct a joint inspection of the completed Contract 76C44 construction east of the west outer edge (west cell) of the Cahokia Canal, and stake out alignment of the west outer edge (west cell) of the Cahokia Canal Culvert as noted with the stations and offsets above. The Resident Engineers shall jointly develop a punch list for items that the Contract 76C44 Contractor must complete, or remedy. This punch list must be completed by the Contract 76C44 Contractor within 2 calendar weeks, and prior to the Contract 76C41 Contractor occupation of the work area east of the staked limits.

Coordination with Contract 76C40

The construction limits for Contract 76C40 and 76C41 will overlap. Contract 76C40 is anticipated to be complete by Summer of 2011. At the conclusion of Contract 76C40, Exchange Ave. will extend from the Darling property to 1st St., and Front Street and Main Street shall be partially removed. The Contractor shall not remove any utilities under, or otherwise damage or prohibit access on, Main Street and Front Street until the pavements are removed permanently by the Contract 76C40 Contractor. Packers Ave. shall not be permanently closed with DETOUR SIGNING until Exchange Ave. Extension to 1st St. is complete and operational, and the Exchange Ave. detour signing is removed by the 76C40 Contractor.

Coordination with Contract 76C50

The construction limits for Contract 76C50 and 76C41 will abut. The structure and embankment work is anticipated to be completed by late 2012 to early 2013. The Contractor shall coordinate earth excavation (special) and utility removals north of Station 190+00 prior to start of Contract 76C50 final earthwork north of Station 190+00.

The 76C50 and 76C41 Contractors shall coordinate schedule for earthwork, and any other, activities at (or near) the match line between the two contracts.

Coordination with Contract 76D05

The construction limits for Contract 76D05 and 76C41 will overlap. The IL3 structure and ramp work (76D05) is anticipated to be completed by early 2013. The 76C41 Contractor shall complete Contract 76C41 clearing, utility removal, earthwork, ditch grading and sewer work from Sta. 155+00 to Sta. 177+50 by the interim completion date of March 16, 2012. Two weeks prior to March 16, 2012, on a date specified by the Resident Engineers of both Contract 76D05 and Contract 76C41, the Resident Engineers and one representative from each Contractor shall conduct a joint inspection of the completed Contract 76C41 items from Sta. 155+00 to Sta. 177+50. The Resident Engineers shall jointly develop a punch list for items that the Contract 76C41 Contractor must complete, or remedy, prior to the Contract 76D05 Contractor joint occupation of the work area from Sta. 155+00 to Sta. 177+50. This punch list must be completed by the Contract 76C41 Contractor prior to March 16, 2012. Subsequent to March 16, 2012, Contract 76C41 shall share/ permit access through the work zone with the 76D05 Contractor from Sta. 155+00 to Sta. 177+50.

Coordination with Contract 76E06

The construction limits for Contract 76E06, 76D05 and 76C41 will overlap. The IL3 interchange work (76E06) is anticipated to start first quarter of 2012, and be completed by early to mid 2013. Approximately two weeks prior to start of work by the 76E06 Contractor, on a date specified by the Resident Engineers of Contracts 76E06, 76D05 and 76C41, the Resident Engineers and one representative from each Contractor shall conduct a joint inspection of the project site and items completed by the 76D05 and 76C41 Contracts. The Resident Engineers shall jointly develop a punch list for items (if any) that the Contract 76D05 Contractor and Contract 76C41 Contractor must complete, or remedy, prior to the Contract 76E06 Contractor joint occupation of the work area from Sta. 155+00 to Sta. 177+50. This respective punch list items must be completed by Contract 76D05 or Contract 76C41 Contractors prior to start of work by the 76E06 Contractor. Subsequent to Contract 76E06 Start of Work, the Contract 76D05 and Contract 76C41 shall share/ permit access through the work zone with the 76E06 Contractor from Sta. 155+00 to Sta. 177+50.

Shared Access and Work Area

When necessary for proper prosecution of work, each Contractor shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

When necessary for the proper prosecution of work, each Contractor shall permit the other to work within predetermined areas of overlapping construction work areas for a predetermined duration. The Contractor working within the adjacent overlapping construction work areas will be responsible for cleaning the work area upon completion and leaving the work area in a suitable condition, including application of temporary erosion control measures as required, to the satisfaction of both Engineers. Examples of work requiring occupation of overlapping work areas include (but are not limited to): Earth Excavation/ Grading, Landscaping, Maintenance of Erosion Control Items.

In instances of shared work areas, parking of construction vehicles and storage of equipment shall only be allowed at predetermined locations as directed by the Engineer prior to start of work for each respective contract.

Any damages resulting from the shared use of access facilities or overlapping work area shall be repaired by the Contractor which caused the damage at his own expense and at no additional cost to the Contract.

Basis of Payment: All expenses incurred by the Contractor by reason of compliance with these requirements shall be considered as included in and completely covered by the contract unit prices for the various items included in the contract.

METRO EAST SANITARY DISTRICT COORDINATION

The existing Cahokia Canal Triple Cell Box Culvert, and the 5'x5' Concrete Sanitary Conduit located in the east cell of the box culvert, is under the jurisdiction of the Metro East Sanitary District (MESD).

Description

The existing Cahokia Canal Triple Cell Box Culvert is 1,887 feet long and runs in a general north-south direction. Each cell is a 12'x12' cell. The east cell of the Cahokia Canal Box Culvert contains a concrete 5'x5' Concrete Sanitary Conduit which is integral to the east wall of the cell and the bottom slab.

The proposed work shall include placement of a lightweight aggregate fill over the top of the existing box culvert, as well as structural repair of concrete of the top of the top slab and interior cells of the triple cell box culvert per the plans and these specifications. In addition, a water proofing membrane will be placed on the top of the Box Culvert at the locations per the contract plans after the top slab of the box culvert is repaired. Coordination with MESD will be required for the construction activities which will expose the top of the existing box culvert, and also the construction activities which will require access to the interior of the triple cell box culvert.

Coordination

The Contractor shall contact MESD 14 days prior to start of construction activities for this Contract.

Robert Shipley, Executive Director
Metro East Sanitary District
P.O. Box 1366
Granite City, IL 62040
(618) 452-9400

The Contractor shall arrange for, and attend, a Preconstruction meeting with MESD and the Engineer at least 30 days prior to the first construction activity of which will impact the Cahokia Canal Box Culvert (or within 30 days of the Notice to Proceed, whichever is earliest) in order to:

- Establish a working understanding among the parties as to the work required
- To discuss the construction schedule for the work which will impact the Cahokia Canal Box Culvert

At this meeting, the Contractor shall supply MESD with the following:

- A copy of a progress schedule for the work that will impact the Cahokia Canal Box Culvert
- The proposed engineering design submittal for the Temporary Cahokia Canal Box Culvert Access (including cofferdams) for approval by the Engineer and MESD

- The proposed Health and Safety Plan submittal for the Temporary Cahokia Canal Box Culvert Access for approval by the Engineer
- Copies of the Certificates of insurance with the appropriate coverage as required to be in effect
- The Contractor shall establish an emergency response contact with a qualified emergency response Contractor in the event of fuel spills or leaks. This contact information shall also be provided to the Engineer and MESD at the Preconstruction Meeting.

Per the Special Provision for TEMPORARY CAHOKIA CANAL BOX CULVERT ACCESS, review and approval from the Engineer will be required for the Contractor proposed Health & Safety Plan before construction activities within the interior of the culvert will be allowed. Review and approval from both the Engineer and MESD will be required for the engineering design submittal for the temporary access to the interior of the Cahokia Canal Box Culvert (including cofferdams) before construction activities within the interior of the culvert will be allowed. No extension of time or additional compensation for rejection of the (re)submittal(s) will be allowed.

The Contractor is directed to the COMPLETION DATE PLUS WORKING DAYS Special Provision which contains an "Interim Completion Date" for all Cahokia Canal Box Culvert Repairs for July 27, 2012. Early coordination with MESD is recommended in order to complete this work prior to the "Interim Completion Date".

Basis of Payment. This coordination work will not be paid for separately, but shall be considered included in the cost of the Cahokia Canal Box Culvert repair pay items.

COFFERDAMS (SPECIAL) shall be paid for separately per the Special Provision for TEMPORARY CAHOKIA CANAL BOX CULVERT ACCESS.

INDEMNIFICATION OF METRO EAST SANITARY DISTRICT

The contractor shall indemnify, defend and hold harmless the Metro East Sanitary District (MESD), its Officers, Boards, Commissions and Commissioners, agents and employees, from and against any and all claims, suits, judgments, costs, attorney fees, damages or other relief arising out of or resulting from, existing out of or through, or alleged to arise out of work performed on MESD properties which fall within the project limits. The contractor, shall not be required to indemnify MESD for negligence or willful misconduct on the part of the Officials, Boards, Commissions, agents or employees of the MESD and nothing herein shall affect the duty of said contractors in the State of Illinois to defend the MESD.

The contractor is also required to add MESD as an additional insured to the contractor's General Liability Insurance policy for this project.

Compliance with this special provision shall be included as part of the contract, and no additional compensation will be permitted.

TEMPORARY CAHOKIA CANAL BOX CULVERT ACCESS

Description.

This work shall consist of furnishing all engineering design, required permitting, Health & Safety Plan development, materials, equipment and labor necessary to coordinate, implement, install, maintain and subsequently remove the Cofferdams required for Temporary Cahokia Canal Box Culvert Access, required for the structural repair of concrete of the top slab and interior of the three Cahokia Canal Box Culvert cells within the Cahokia Canal Waterway, in accordance with the plans and as directed by the Engineer.

Permitting.

Structural repair of concrete of the top slab and interior of the Cahokia Canal Box Culvert will involve work in the Cahokia Canal Waterway which will require both State and Federal permitting. Copies of the Army Corps of Engineers 404 Permit and IDNR Statewide Permit 13 are included in these Special Provisions. The USACE issues Section 404 permits which fulfill their regulatory function over the "waters of the United States". IDNR/OWR issues permits for construction in floodways and for crossings of streams with more than one square mile (2.59 square kilometers) of drainage area.

The Contractor is responsible for conforming to the conditions, specifications and commitments of the final Federal and State permits necessary for construction in the Cahokia Canal Waterway, including the Section 404 and IDNR floodway (Part 3700 rules for Construction in Floodways of Rivers, Lakes, and Streams) permits.

Construction Requirements.

In order to access the individual cells of the Cahokia Canal triple cell box culvert, the Contractor will be allowed to construct temporary Cofferdams within the Cahokia Canal Waterway in order to isolate a single cell at a time and divert flow to the remaining two cells. The flow for only one cell at a time may be isolated.

The Contractor shall coordinate the scheduling of the Cofferdams with MESD. For information only, resources such as historical data for Mississippi River gage height are available online at locations such as the USGS website; however, historical data is not a guarantee for future river gage heights.

The Contractor shall schedule full depth repairs to the top slab of the box culvert in order to minimize the duration that the top of the box culvert shall be exposed from above.

Cofferdams placed in the canal shall not be constructed using soil fill or any other erodible material. Erodible material is defined as material subject to transport due to normal or high canal flows, as defined in the approved Health & Safety Plan, or material which may not be 100% recoverable from the waterway.

The Contractor shall design, construct, maintain and, when no longer needed, remove any Cofferdams as needed by his/her operations. Cofferdams shall be in accordance with Section 502 of the Standard Specifications.

The Contractor shall remove required portions of the Cofferdams during high canal flow events as pre-defined in the approved Health & Safety Plan. No extension of time or additional monetary compensation will be granted to the Contractor to remove and subsequently restore the Cofferdams, regardless of the number of occurrences of high canal flow events or number of times the Cofferdam at each opening must be removed or replaced.

The Contractor shall assume all risk of damage to his equipment and the work caused by inundation of the Cofferdams regardless of the canal flow event. No extension of time or monetary compensation will be granted to the Contractor as a result of any canal flow events that overtop and/ or cause failure of his/ her canal access system.

The Contractor will furnish and install a protective barrier along the interior of the concrete repair area within the Cahokia Box Culvert to deter construction debris from entering the Cahokia Canal waterway. Any construction debris entering the Cahokia Canal waterway shall be immediately removed by the Contractor.

All Cofferdams and appurtenances placed within the Cahokia Canal Waterway shall be completely removed when no longer required for temporary canal access.

All temporary access roads and staging areas for this work shall be removed when no longer required, and grade returned to existing condition with appropriate seeding per contract plans.

Any damage to MESD property by the Contractor shall be repaired at no additional cost to the contract to the satisfaction of MESD.

Health and Safety.

The Contractor shall assume full responsibility for development and implementation of an approved Health & Safety Plan for entering and working in a confined space in accordance with OSHA requirements for any work required inside the existing Cahokia Canal Box Culvert. At the Pre-construction Meeting with MESD and the Engineer, the Contractor shall submit the Health & Safety Plan for review and approval by the Engineer before work activities commence within the Cahokia Canal Box Culvert. The Health & Safety Plan shall include procedures for, and definition of, high water events in the Cahokia Canal Box Culvert.

Should the Contractor's proposed Health & Safety Plan be unacceptable to the Engineer, the Contractor shall amend and resubmit the proposed plan to the Engineer until approved. The Contractor will not receive an extension of time or additional monetary compensation for rejection(s) of the (re)submittal(s). The Contractor shall assume a ten (10) calendar day review period by the Engineer for each submittal. The Contractor shall not work in the Cahokia Canal Waterway until the Health & Safety Plan is accepted by the Engineer.

Submittal(s).

At the Pre-construction meeting with MESD and the Engineer, the Contractor shall submit design drawings and structural calculations for the Cofferdams required for temporary box culvert access detailing (but not limited to) the proposed design(s), areas of leveling, method of construction, method of final removal, proposed method of interim removal during high canal flow events, and other pertinent details. These items must be submitted and approved by the Engineer and the MESD prior to the start of any work in the canal. The Contractor is fully responsible for the design of the Cofferdams. The Cofferdam design drawings and structural calculations shall be signed and sealed by a Structural Engineer licensed in the State of Illinois.

Should the Contractor's proposed Cofferdam design be unacceptable to the Engineer and/ or MESD, the Contractor shall amend and resubmit the proposed Cofferdam design to the Engineer and MESD until approved. The Contractor will not receive an extension of time or additional monetary compensation for rejection(s) of the (re)submittal(s). The Contractor shall assume a ten (10) calendar day review period by the Engineer and/ or MESD for each submittal. The Contractor shall not work in the Cahokia Canal Waterway until the Contractor's proposed Cofferdam design is accepted by both the Engineer and MESD.

Environmental Response.

The Contractor shall establish an emergency response contact with a qualified emergency response Contractor in the event of fuel spills or leaks. This contact shall be supplied to the Engineer and MESD at the Preconstruction Meeting.

Method of Measurement.

This work will be measured for payment per each of the six cell openings of the triple cell box culvert which requires a COFFERDAMS (SPECIAL). Each individual opening which requires a COFFERDAMS (SPECIAL) will only be paid for a single time for the duration of the contract, regardless of the number of times the COFFERDAMS (SPECIAL) must be temporarily removed and replaced due to high water events as defined in the Health & Safety Plan, or as a result of the Contractor's schedule.

Basis of Payment.

This work will be paid for at the contract price per each for COFFERDAMS (SPECIAL).

MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM

Effective: 1-1-1995

Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

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

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

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

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

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

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

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

II. Monthly Contract Activity Report, Form SBE 248

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

- 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.

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

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

This Special Provision must be included in each subcontract agreement.

STATUS OF UTILITIES TO BE ADJUSTED

NAME AND ADDRESS OF UTILITY	TYPE	LOCATION	ESTIMATED DATE RELOCATION COMPLETED
Illinois American Water 100 Water Works Drive PO Box 24040 Belleville, IL 62223-9040 Brent O'Neill 618-239-3253	Water	There is one Water Main Conflict. A 36" Concrete Main running parallel @ Approx. Sta. 173+80 to Approx. Sta. 189+40 will be relocated.	04/01/12
AT&T Illinois 203 Goethe Street Collinsville, IL 62234 Dean Litzenburg 618-346-6422	Telephone	No Conflicts anticipated.	N/A
Charter Communications 941 Charter Commons Town and Country, MO 63017 Cory Birk 636-387-6643	CATV	No Conflicts anticipated	N/A

Ameren IP-Electric 1050 West Blvd. PO Box 428 Belleville, IL 62220 Jason Klein 618-236-4309	Electric	No Conflicts anticipated	N/A
Ameren IP-Gas 1050 West Blvd. PO Box 428 Belleville, IL 62220 Brian Kelly 618-267-1916	Gas	No Conflicts anticipated	N/A

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Section 102 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 operation, 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.

SEEDING, CLASS 7 (SPECIAL)

Revise Article 250.07 Seeding Mixtures to include:

Class – Type.

SEEDING, CLASS 7 (SPECIAL)

The mix shall consist of 48 lbs per acre of spring oats from March 1 to July 31 and 56 lbs per acre of Balboa Farm Rye or 60 lbs per acre of winter wheat from Aug. 1 to Nov. 15.

Fertilizer.

Fertilizer will not be required.

Method of Measurement.

SEEDING, CLASS 7 (SPECIAL) will be measured in acres of the surface area seeded.

Basis of Payment.

This work will be paid for at the contract unit price per acre for SEEDING, CLASS 7 (SPECIAL).

EMBANKMENT

Revised November 1, 2006

Material which is proposed for use by the Contractor to be used for embankment construction must be inspected and approved by the District Geotechnical Engineer. In order to be approved for use as embankment material, it 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 Board 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 9 feet (3 meters) 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.

The lime modified soil layer shall be constructed with a minimum of 18 inches (450 mm) of "reactive" soil as defined by Article 1009.02 of the Standard Specifications.

EMBANKMENT STABILITY

Description: This work shall be according to section 205 of the Standard Specifications except for the following. Wherever the final embankment height is 15ft (4.6 m) or greater, the entire height of compacted embankment material must demonstrate an unconfined compressive strength of 1tsf (100 kPa) or greater.

Inspection: Embankment stability will be measured with a Dynamic Cone Penetrometer (DCP) in accordance with the test method in the IDOT Geotechnical Manual. The penetration rate must be equal or less than 1.6 in (40mm) per blow.

Basis of Payment. This work will not be paid separately but will be considered as included in the various items of excavation.

LIGHTWEIGHT AGGREGATE

Description. This work shall consist of furnishing, transporting, placing, and compacting lightweight aggregate.

Materials. The lightweight aggregate shall be any natural, processed, or by-product material that will compact and develop stability satisfactory to the Engineer. Such materials shall meet the following requirements:

- (a) The compacted maximum wet density shall be equal to or less than 70 lbs./cu. ft. when tested in accordance with AASHTO T99 Method C with a coarse aggregate particle correction per AASHTO T99 Method C. The Contractor shall submit the proposed aggregate source name, address, and aggregate product description information along with certified test reports from an independent third party lab that demonstrates this maximum wet density requirement and the gradation noted in (b) (see below) is met for the Department's review a minimum of 60 days prior to proposed use.

- (b) The aggregate shall be a coarse and free-draining material with a gradation of 100% passing the 3 in. sieve, no greater than 50 percent passing the No. 4 sieve, and no greater than 4 percent passing the No. 200 sieve for a washed sample per AASHTO T11.
- (c) The aggregate shall consist of sound durable particles reasonably free of objectionable deleterious materials. The aggregate shall not possess expansive properties and shall have a maximum Sodium Sulfate Soundness loss of 25% when tested in accordance with Illinois Modified AASHTO T104 test procedure. The Contractor shall provide certified AASHTO T104 test results from an independent lab that demonstrates the proposed aggregate meets the AASHTO T104 criteria a minimum of 60 days prior to proposed use.
- (d) The acceptance and use of air-cooled blast furnace slag shall be according to the current Bureau of Materials and Physical Research Policy Memoranda, "Crushed Slag Producer Certification and Self-Testing Program" and "Slag Producer Self-Testing Program." Final acceptance of the delivered materials shall be based on the Department inspection. IDOT will sample a representative shipment of the proposed aggregate at the jobsite, or other location meeting IDOT's approval, a minimum of 45 days prior to proposed use. The Contractor shall be responsible for providing personnel and end loader equipment necessary to prepare a sample per the Department's direction. Use of aggregate shall not begin until the Department has provided written approval to the Contractor.

Construction Requirements.

General. The aggregate shall be placed in 6 in. layers, loose measurement, and compacted in a manner approved by the Engineer, except that if the desired results are being obtained, the compacted thickness of any lift may be increased to a maximum of 8 in..

Method of Measurement. Lightweight Aggregate will be measured for payment in cubic yards compacted in place and the volume computed by the method of average end areas.

Basis of Payment. The work will be paid for at the contract unit price per cubic yard for LIGHTWEIGHT AGGREGATE.

WATERPROOFING MEMBRANE SYSTEM (SPECIAL)

Date: November 2010

Description. This work shall consist of furnishing, transporting, and placing all materials required to construct a membrane waterproofing system in accordance with applicable portions of Section 581 of the Standards Specifications and as specified in these Special Provisions. The membrane waterproofing shall be a fiberglass reinforced coal tar emulsion type.

Construction Requirements. Installation will be as specified in Articles 581 of the Standards Specifications and as shown on the plans and as directed by the Engineer.

Loose and de-bonded areas of the existing waterproofing membrane system shall be removed utilizing hand methods which will not damage the existing concrete box culvert.

Method of Measurement. Removal of existing waterproofing membrane system will not be measured for payment. Membrane waterproofing will be measured in accordance with Article 581.09 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per square yard for WATERPROOFING MEMBRANE SYSTEM (SPECIAL).

EARTH EXCAVATION (SPECIAL)

This work shall consist of the excavation required for the removal of un-compacted backfill material placed by others either in archaeological investigations (pits) excavated by others, or in select stockpiled locations on site, and backfilling the space excavated, or the previously unfilled pits, to the level of the adjacent ground surface as it existed, as determined by the Engineer, before the archaeological investigation pits were excavated.

The excavation shall be according to Section 202 of the Standard Specifications. Backfilling shall consist of placing and compacting the excavated material according to Section 205 of the Standard Specifications. All backfill shall be placed in continuous horizontal lifts not more than 8 inches in thickness and each lift shall be compacted with equipment of a type approved by the Engineer, before the next lift is placed.

Previously excavated material, either placed back in original excavation, or placed in Select Stockpiles, may contain unsuitable material such as, but not limited to: Railroad ties and other miscellaneous timbers, foundations, miscellaneous sewer and water piping, and miscellaneous pieces of steel and reinforcing bar. Unsuitable material will be handled according to Section 202 of the Standard Specifications.

The Contractor shall coordinate the EARTH EXCAVATION (SPECIAL) work items and locations and utility removals with the Engineer and the State Archaeological Coordinator Joe Galloy at 618-251-3922 to present an effective and timely schedule for successful completion of the project in accordance with the requirements of the Special Provisions for ARCHAEOLOGICAL EXCAVATION COORDINATION and various Special Provisions for utility removals.

The Contractor is advised that existing soil within the project limits may be considered contaminated. The Department recommends that contractor accounts for this EARTH EXCAVATION (SPECIAL) activity in the SPECIAL WASTE PLANS AND REPORTS.

Excavation from Un-Compacted Backfill Material:

The un-compacted soil shall be removed to the lines and estimated depths as specified herein, on the contract plans, or as determined by the Engineer. The Contractor shall stake out the limits of the EARTH EXCAVATION (SPECIAL) at the locations as directed by the Engineer prior to commencement of excavation activities. Any EARTH EXCAVATION (SPECIAL) performed outside the staked limits shall not be paid unless directed by the Engineer.

Excavation of Backfill from Select Stockpiled Locations On Site:

The soil from the select stockpiled locations shall be excavated and placed into the unfilled pits as determined by the Engineer. The Engineer shall measure the volume of the unfilled pits prior to backfilling operations.

Backfill and Re-compaction of Excavation:

The Contractor shall notify the Engineer upon completion of the excavation of un-compacted soil at each pit location prior to commencement of backfilling at each location to allow for measurement to be taken.

The excavated un-compacted soil shall then be utilized for backfill and re-compaction at the same excavation pit location up to the level of the adjacent ground surface as it existed, as determined by the Engineer, before the archaeological investigation pits were excavated.

If additional backfill is required to compact to final proposed grade, the stockpiled soil can be utilized as backfill. If no suitable stockpiled soil is available, then suitable fill can be furnished, placed and compacted by the Contractor and paid as FURNISHED EXCAVATION. Contractor shall not proceed to FURNISHED EXCAVATION until authorized by Engineer.

If surplus suitable excavated material or select stockpiled soil remains after the pit area is backfilled to final grade, the surplus excavated material shall be utilized as backfill at other archaeological pit locations on site, or stockpiled as directed by the Engineer.

Any remaining stockpiled soil after all of the pits have been backfilled can be utilized as general backfill in the same general location as the original stockpiled location within contract limits per the direction of the Engineer. Any remaining stockpiled soil deemed unsuitable for general backfill by the Engineer shall be disposed of as NON-SPECIAL WASTE DISPOSAL or REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL per the direction of the Engineer.

Method of Measurement. This work shall be measured for payment in accordance with article 202.07(b) of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for EARTH EXCAVATION (SPECIAL).

FURNISHED EXCAVATION shall be measured and paid for separately.

AGGREGATE SUBGRADE, 12" (300 MM)

This work shall be done in accordance with the applicable portions of Section 207 of the Standard Specifications. The material shall conform to Article 1004.05 of the Standard Specifications except as follows:

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

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

2. Crushed Gravel

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

3. Crushed Concrete with Bituminous Materials**

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

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

Material shall be inspected for gradation by the IDOT approved Aggregate Gradation Control System (AGCS) Aggregate Source and shall be inspected per the frequency of a Category III product as specified in the Department's AGCS Policy Memorandum, except washing of the gradation shall not be required, and modification of the stated gradation ranges is not permitted. Gradation verification method shall be per the 2' X 25' grid method described in the Bureau of Materials and Physical Research Policy Memorandum titled Inspection of Stone for Erosion Protection, Sediment Control, and Rockfill or other method approved by the Department. Two 2' X 5' sample blocks from the 2' X 25' grid shall be selected and tested for gradation. The gradation shall be tested through a set of sieves. Sieves of 8 inch, 6 inch, and 4 inch dimensions may be constructed by the Aggregate Source as needed but shall be approved by the inspecting District. The AGCS source shall coordinate inspection with their responsible inspecting District. The inspecting District shall witness and direct the sampling for the start of production gradation testing and one per every 20 gradations thereafter, or at another frequency as they deem appropriate. The AGCS source shall request approval of their production method through the Materials Engineer of their Inspecting District. Inspection reports and assignments shall use the material code 018CM00.

The Contractor shall submit a letter from the Aggregate Source that certifies all shipments marked as "CN 76C41 Aggregate Subgrade" have the production method approved by the Aggregate Source's inspecting District and meet the requirements of the special provision titled "Aggregate Subgrade, 12" (300mm)" in CN 76C41.

The Aggregate subgrade shall be placed in two lifts consisting of a 9 inch (225 mm) and variable nominal thickness lower lift and a 3 inch (75 mm) nominal thickness top lift of capping aggregate having a gradation of CA 6. The CA 6 may be blended as follows. The bituminous materials shall be separated and mechanically blended with interlocking feeders with crushed concrete or natural aggregate, in a manner that the bituminous material does not exceed 40% of the final product. This process shall be approved by the engineer prior to start of production. The top side of the bituminous material in the final products shall be less than 1 ½ inches (37.5 mm) and shall not contain any material considered expansive by the department. Reclaimed Asphalt Pavement (RAP) (containing no steel slag RAP) meeting the requirements of Section 1031 and having 100% passing the 1 ½ inches (37.5 mm) sieve and well graded down through fines may also be used as capping aggregate. IDOT testing of the RAP material will be used in determining the percent of steel slag RAP or Expansive Material. When the contract specifies that an aggregate subbase is to be placed on the Aggregate Subgrade, the 3 inches (75 mm) of capping aggregate will be eliminated.

A vibratory roller meeting the requirements of Article 1101.01(g) of the Standard Specifications shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate keying has been obtained.

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

Contract Quantities. Contract quantities shall be in accordance with Article 202.07 of the Standard Specifications.

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

Basis of Payment. This work will be paid for at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE, 12" (AGGREGATE SUBGRADE, 300 mm).

AGGREGATE SURFACE COURSE, TYPE B

This work shall consist of furnishing and placing one or more courses of aggregate upon a prepared subgrade according to Section 402 of the Standard Specifications.

Method of Measurement. Aggregate used for surface course will be measured for payment in square yards of the thickness specified, according to the requirements of Article 311.08 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per square yard for AGGREGATE SURFACE COURSE, TYPE B of the thickness specified.

POROUS GRANULAR EMBANKMENT, SUBGRADE

This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with applicable portions of Section 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumpy, loose soil and for placing under water and shall conform with Article 1004.05 of the Standard Specifications except the aggregate description and the gradation shall be as follows:

1. Crushed Stone, Crushed Slag, and Crushed Concrete

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

2. Crushed Gravel

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

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

Material shall be inspected for gradation by the IDOT approved Aggregate Gradation Control System (AGCS) Aggregate Source and shall be inspected per the frequency of a Category III product as specified in the Department's AGCS Policy Memorandum, except washing of the gradation shall not be required, and modification of the stated gradation ranges is not permitted. Gradation verification method shall be per the 2' X 25' grid method described in the Bureau of Materials and Physical Research Policy Memorandum titled Inspection of Stone for Erosion Protection, Sediment Control, and Rockfill or other method approved by the Department. Two 2' X 5' sample blocks from the 2' X 25' grid shall be selected and tested for gradation. The gradation shall be tested through a set of sieves. Sieves of 8 inch, 6 inch, and 4 inch dimensions may be constructed by the Aggregate Source as needed but shall be approved by the inspecting District. The AGCS source shall coordinate inspection with their responsible inspecting District. The inspecting District shall witness and direct the sampling for the start of production gradation testing and one per every 20 gradations thereafter, or at another frequency as they deem appropriate. The AGCS source shall request approval of their production method through the Materials Engineer of their Inspecting District. Inspection reports and assignments shall use the material code 018CM00.

The Contractor shall submit a letter from the Aggregate Source that certifies all shipments marked as "CN 76C41 PGE Subgrade" have the production method approved by the Aggregate Source's inspecting District and meet the requirements of the special provision titled Porous Granular Embankment, Subgrade in CN 76C41.

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

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

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

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

Method of Measurement. This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. When specified on the contract, the theoretical elevation of the bottom of the aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Subgrade. The volume will be computed by the method of average end areas.

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

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

ARTICULATED BLOCK REVETMENT MAT

Description. This work shall consist of constructing articulated block revetment mat according to section 285 of the Standard Specifications and as shown on the plans.

Basis of Payment. This work will be paid for at the contract unit price per square yard for ARTICULATED BLOCK REVETMENT MAT.

Filter fabric will be paid for according to Article 282.09

SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE

This system consists of furnishing of all equipment, labor, and materials necessary for the installation of the stabilized construction entrances as shown on the Plans, as directed by the Engineer, and as specified herein. Construction entrances shall be used in conjunction with the stabilization of construction roads and other exposed areas to reduce or eliminate the tracking of sediment onto public right-of-ways or streets.

Topsoil shall be removed and shall remain on the project site. Geotextile fabric shall be furnished and installed, and the cellular confinement grid furnished, installed, and staked according to the manufacturer's recommendations. Stabilized construction entrances shall be built to the lines and dimensions shown in the details or as directed by the Engineer. The cells shall be filled with coarse aggregate. The coarse aggregate shall be furnished and placed within the cellular confinement grid using the methods and equipment recommended by the manufacturer. The coarse aggregate shall be placed in accordance with the applicable portions for Section 351 of the Standard Specifications. All surface water flowing or diverted toward the construction entrance shall be accounted for either by installation of a pipe culvert under the entrance, or if piping is impractical, a mountable berm will be permitted. Embankment shall be provided as necessary to provide for the temporary access.

Method of Measurement. SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE shall be measured for payment in place per square yard.

Basis of Payment. This work will be paid for at the contract unit price per square yard for SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE.

SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE REMOVAL

This work shall consist of the removal of a stabilized construction entrance and the items included in the original construction of a stabilized construction entrance. This includes pipe culverts or coarse aggregate for a mountable berm, removal of any embankment placed for the temporary access, and any coarse aggregate abutting cellular confinement grids.

All methods of removal shall be approved by the Engineer. Material shall be removed and disposed of according to Article 202.03, or as directed by the Engineer.

Method of Measurement. SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE REMOVAL shall be measured for payment at each individual location.

Basis of Payment. All equipment, labor, and materials necessary to perform the work as specified herein will be paid for at the contract unit price per each for SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE REMOVAL.

SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE MAINTENANCE

This work shall consist of maintaining stabilized construction entrances that have become ineffective as a result of standard operations and natural forces when deemed necessary by the engineer. This work shall include the removal and proper disposal of sediment filled aggregate, earth excavation as required, and the furnishing and placing of coarse aggregate in the manner described herein for Sediment Control, Stabilized Construction Entrance.

Method of Measurement. SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE MAINTENANCE shall be measured for payment in place per square yard.

Basis of Payment. All equipment, labor, and materials necessary to perform the work as specified herein will be paid for at the contract unit price per square yard for SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE MAINTENANCE.

TRAFFIC CONTROL PLAN

Effective: July 12, 1993

Revised: May 12, 1997

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 of 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 Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control:

- 701001
- 701006

- 701301
- 701501
- 701901

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

- Coordination with Adjacent Contracts
- Construction and Maintenance Sign Supports
- Traffic Control and Protection, (Special)
- Detour Signing
- Keeping Roads and Streets Open to Traffic
- Darling Access Road Closure
- Packers Avenue Closure

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS

Effective: April 21, 1981

Revised: November 1, 2006

This work shall be done according to Section 1106 of the Standard Specifications and Highway Standard 701901 except as herein modified.

All construction signs mounted on permanent support for use in temporary traffic control having an area of 10 square feet (1 square meter) or more shall be mounted on two 4 in x 4 in (100 mm x 100 mm) or two 4 in x 6 in (100 mm x 150 mm) 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 paid for separately; but shall be considered included in the cost of the traffic control items in this contract.

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

Method of Measurement. All traffic control indicated on the traffic control plan details, standards and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment. All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

DETOUR SIGNING

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans and per applicable portions of Section 701 of the Standard Specifications. The Contractor shall remove satisfactorily dispose of the traffic control devices when the detour is no longer required at the end of the Contract or at the direction of the Engineer.

Packers Ave. Detour:

Per the COMPLETION DATE PLUS WORKING DAYS Special Provision, Packers Ave. shall be closed within 15 calendar days of the execution of the contract (or as otherwise noted in the Special Provision). This closure date is subject to the completion of the Exchange Ave. Extension in Contract 76C40, therefore, Packers Ave. shall not be closed to traffic until the Exchange Ave. Extension is open to traffic and the Exchange Ave. Detour signing has been removed by the Contract 76C40 Contractor.

Basis of Payment. This work will be paid for at the contract lump sum price for DETOUR SIGNING.

KEEPING THE ROADS AND STREETS OPEN TO TRAFFIC

The Contractor shall conduct and coordinate the construction operations for this project in such a manner so as to keep all roads and streets open to two-way traffic at all times except when construction operations require the closure of a lane of traffic and traffic control and protection is installed meeting the approval of the Engineer. No overnight lane closures will be permitted.

Packers Ave. shall be permanently closed to traffic in this contract, and detour signing will be incorporated.

Any and all stage and/or phase changes shall be coordinated between the Contractors of adjacent Contracts for the different projects so that the appropriate number of lanes and safe transitions are maintained in each direction on all roadways between Contracts. The adjacent Contracts are noted in the special provision for COORDINATION WITH ADJACENT CONTRACTS.

Basis of Payment. This work will not be paid for separately, but will be included in the cost of TRAFFIC CONTROL AND PROTECTION (SPECIAL).

CLEARING, SPECIAL

The Contractor is advised that it is the intent of the provision that each parcel within the limits of this Contract right-of-way, and as specified in the contract plans, be clear of all real property, chattel, and all rubbish such that the property can be site graded, seeded, and present a neat and clean appearance on completion of this project. The Contractor will be required to remove the following items (but not limited to): all piles of rubbish, piles of miscellaneous fly dumping, piles of broken concrete and rubble, miscellaneous building debris, abandoned utility poles lying above ground or those which are erected and confirmed to be abandoned, abandoned structures and sewers lying above ground, driveways, patios, sidewalk, miscellaneous abandoned automobiles or automobile parts, abandoned railroad tracks and ballasts, non-utilized signs and sign posts and foundations, wood posts, bollards, cable road guard, and all other miscellaneous remaining above ground items to the satisfaction and approval of the Engineer.

The Contractor is advised that it is the intent of the provision that each parcel also be clear of all shrubbery and landscape items such that the property can be site graded, seeded, and present a neat and clean appearance on completion of this project. The removal items will include, but not be limited to, all tree stumps, logs, shrubs, bushes, saplings, grass, weeds, other vegetation of a diameter less than 6 inches per Section 201 of the Standard Specifications. The Contractor will be required to remove and dispose of all such shrubs and brush as outlined herein to the satisfaction and approval of the Engineer.

The removal of these items specified herein does NOT include the removal of items already measured and paid for under the provision for DEBRIS REMOVAL, or other items individually measured and paid for per the Contract Plan Summary of Quantities and/ or per the Special Provisions.

The Contractor is advised to inspect the various items and quantities of clearing required on the parcels involved prior to bidding. Any quantities shown on the contract plans covered for removal under CLEARING, SPECIAL is for Contractor information only.

The piles of debris and other non-quantified removal items noted on the plans are also for Contractor information only, and are not comprehensive. No additional compensation will be allowed for variations in removal items required to complete the CLEARING, SPECIAL as specified in this Special Provision for the subject parcels.

Unless specifically called out in the plans, existing utilities which are still located in the ground, including (but not limited to) power poles, light poles, utility structures, fire hydrants, water main, and sewers, shall not be included in the removal items for CLEARING, SPECIAL. The Contractor shall note any such existing utilities which conflict with items to be cleared, and request direction from the Engineer prior to clearing at these locations. Any damage to existing utilities by the Contractor shall be repaired by the Contractor at his own expense to the satisfaction of the Engineer.

The Contractor shall use caution when removing items which will cause displacement of underlying and adjacent soils. For removal operations which will cause displacement of soil, the Contractor shall use a method approved by the Engineer in order to minimize disturbance of the soil beneath and adjacent to the clearing items.

Materials resulting from the clearing operations as herein specified shall be disposed of according to Article 202.03 at no additional cost to the contract.

Removal of the clearing items as herein specified, and incidental site grading as directed by the Engineer, will not be paid for separately, but considered as included in the contract lump sum price bid for CLEARING, SPECIAL.

Method of Measurement. The removal and clearing items for CLEARING, SPECIAL shall not be measured for payment individually. The removal and clearing items for CLEARING, SPECIAL shall be measured for payment as a LUMP SUM for clearing of the locations as shown in the contract plans.

Basis of Payment. This work will be paid for at the contract lump sum price for CLEARING, SPECIAL.

DEBRIS REMOVAL

This work shall consist of the removal of and satisfactory disposal of the various types of items/ materials from within the project limits of this contract and State Right of Way as specified herein, on the contract plans, and the attached Inventory.

This work shall be paid for separately, and does NOT include the removal of items already measured and paid for individually per the Contract Plan Summary and Schedule of Quantities and per the Special Provisions.

The Contractor shall be aware that Inventory revealed the presence of, but not limited to, the following types of items. Appropriate consideration should be given to disposal of rubber tires, appliances that might contain refrigerants such as Freon, compressed gas cylinders, junk automobiles, old utility posts, electronics, fire extinguishers, and materials that can be recycled as scrap metal.

The locations of these waste items may not identified in an inventory, but are located within the Right of Way limits of the DEBRIS REMOVAL plan sheets.

- Concrete parking blocks
- Concrete piles and brick piles
- Piles of trash and rubbish
- Styrofoam blocks
- Furniture
- Metal Wire and Steel Grates
- (2) Carbon Wrapped Cylinders
- Riding Mower
- Metal Desk
- Car Door
- Foam Insulation
- (6) Semi-Trailers with various contents and rubbish

The following waste items are identified on the DEBRIS REMOVAL plan sheets.

ID	Description of Items at Location	Quantity	Container Condition	Category
DI	Freon Cylinders	2	Fair	Cylinder
DU	Industrial Lead – Acid Battery in Forklift	1	Old Weathered Broken	Batteries
DR	Industrial Lead – Acid Batteries	1	Old Weathered Broken	Batteries
DE	Various Trash and Rubbish	1	-	-

Debris Pile #4	VERTICIES			973 SF		Various Debris
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	169+12	102	RT			
	169+11	116	RT			
	169+69	129	RT			
Debris Pile #5	VERTICIES			608 SF		Various Debris
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	170+25	144	RT			
	170+86	155	RT			
	170+88	147	RT			
Debris Pile #17	VERTICIES			240 SF		Various Debris
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	170+86	144	RT			
	171+22	155	RT			
	171+21	147	RT			
Debris Pile #41	VERTICIES			130 SF		Various Debris
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	171+82	60	LT			
	171+84	48	LT			
	171+98	54	LT			
Debris Pile #112	VERTICIES			605 SF		Bricks
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	169+37	84	RT			
	169+35	91	RT			
	169+72	102	RT			
Debris Pile #113	VERTICIES			110 SF		Concrete
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	165+50	5	LT			
	165+60	5	RT			
	165+67	6	LT			
Debris Pile #114	VERTICIES			47 SF		Concrete
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	165+74	37	LT			
	165+78	35	LT			
	165+83	40	LT			
	165+78	45	LT			

Debris Pile #115	VERTICIES			80 SF		Concrete
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	166+06	44	LT			
	166+23	42	LT			
	166+23	49	LT			
166+05	46	LT				
Debris Pile #116	VERTICIES			35 SF		Concrete
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	165+72	85	Lt			
	165+76	79	Lt			
	165+80	81	Lt			
165+77	87	LT				
Debris Pile #117	VERTICIES			99 SF		Concrete
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	165+85	80	LT			
	165+99	82	LT			
	166+00	88	LT			
165+85	88	LT				
Debris Pile #118	VERTICIES			275 SF		Concrete
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	166+04	84	LT			
	166+16	80	LT			
	166+28	92	LT			
166+03	101	LT				
Debris Pile #119	VERTICIES			81 SF		Various Debris
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	172+60	309	LT			
	172+70	310	LT			
	172+59	318	LT			
172+53	317	LT				
Debris Pile #120	VERTICIES			103 SF		Various Debris
	<u>STATION</u>	<u>OFFSET</u>	<u>RT / LT</u>			
	172+54	365	Lt			
	172+60	367	Lt			
	172+59	382	Lt			
172+53	382	LT				

It shall be the Contractor's responsibility to ensure that the materials are disposed of in an appropriate manner, and to provide the Resident Engineer with documentation verifying the removal method and final destination of the various items prior to removal.

The Contractor shall be solely and entirely responsible for compliance with all Federal, State and local laws, ordinances, regulations and directives with respect to the disposal of waste materials. In connection therewith the Contractor shall be solely and entirely responsible for obtaining all necessary permits, licenses or other authorizations so as not to delay the project and shall be responsible for the payment of all required fees and costs therefore, all without additional cost to the Department.

Basis of Payment. This work will be paid for at the contract lump sum price for DEBRIS REMOVAL.

Only the removal items within the project limits of this Contract shall be included in the cost of DEBRIS REMOVAL.

AVAILABILITY AND VACANCY OF BUILDINGS

The Contractor is advised that all buildings scheduled for demolition under this contract are vacant and available for immediate demolition. The Contractor shall, however, obtain permission from the Engineer prior to the start of building demolition work under this contract.

BUILDING FOUNDATION REMOVAL

The buildings shall be removed as specified in the contract plans, per the respective BUILDING REMOVAL Special Provisions, and per the guidelines specified under this Special Provision for BUILDING FOUNDATION REMOVAL.

The Contractor shall use caution when removing building foundation which will cause displacement of underlying and adjacent soils. The Contractor shall use a building foundation removal method approved by the Engineer in order to minimize disturbance of the soil beneath and adjacent to the building foundation. All associated structural elements attached to the building foundation below grade shall be removed down to a plane 1 ft below the bottom of the building foundation, unless otherwise specified on the contract plans for deeper or full removal.

The Contractor shall remove any existing floor drains, sewers or drainage structures associated with the building foundation at no additional cost to the contract.

Holes or voids created in the earth due to BUILDING FOUNDATION REMOVAL shall be backfilled with FURNISHED EXCAVATION (if required) such that the location can be site graded and seeded and present a neat and clean appearance on completion of the project. The Contractor shall notify the Engineer upon completion of each individual removal activity which will require backfill, prior to any backfill activity. The method of backfill and compaction must be approved by the Engineer.

Basements shall be backfilled per the Special Provision for BASEMENT FLOORS.

The Contractor shall notify the Engineer upon completion of each individual BUILDING FOUNDATION REMOVAL which will require backfill, prior to any backfill activity. The method of backfill and compaction must be approved by the Engineer.

This work will not be paid for separately, but will be considered as included in the contract lump sum price bid for BUILDING REMOVAL OF THE NO. SPECIFIED.

BASEMENT FLOORS

The Contractor shall break the concrete basement floors into pieces not exceeding 2 ft. square before the basement is filled with suitable material as specified in the Standard Specifications, Article 1003.01.

The Contractor shall use a method approved by the Engineer to break the concrete basement floors in order to minimize disturbance of the soil beneath and adjacent to the concrete basement floors. Steel slag sand shall not be used as fill. This work will not be paid for separately, but will be considered as included in the contract lump sum price bid for BUILDING REMOVAL OF THE NO. SPECIFIED.

FLOOR DRAINS

The Contractor shall remove any existing floor drains, sewers or drainage structures associated with the building foundation.

This work will not be paid for separately, but will be considered as included in the contract lump sum price bid for BUILDING REMOVAL OF THE NO. SPECIFIED.

FRAME AND LID (SPECIAL)

Description. This item shall consist of a new frame and lid on the 5'x5' sanitary concrete conduit within the Cahokia Canal Box Culvert, as shown on the plans in accordance with the applicable portions of Sections 602 and 604 of the Standard Specification, and meeting the material requirements of the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and as directed by the Engineer. The frame and lid shall be Bolt-Down Water-Tight Frame & Lid, Neenah Type R-6462-FH or equivalent and shall be installed in accordance with the "manufacturer's" requirements.

The existing structure shall be prepared such that the new structure may be joined to the top surface of the 5'x5' sanitary concrete conduit using a mortar bed per contract plan or other method approved by the engineer. The existing frame shall remain in place.

Basis of Payment. This work will be paid for at the contract unit price each for FRAME AND LID (SPECIAL).

The removal of the existing lid in place shall be paid for as CONCRETE REMOVAL.

GUIDELINES FOR UNDERGROUND UTILITY REMOVALS

This contract will include the removal of several classifications of underground utilities (Level "A", Level "B" and Level "C"). The definition of those classifications, and removal requirements, are as follows:

LEVEL "A" - VERIFIED UTILITY REMOVALS:

These utilities have been field verified by either field survey or SUE physical or plan locates.

- These utilities shall be removed and paid per the Special Provision for UTILITY REMOVALS.

LEVEL "B" - UNVERIFIED EXISTING COMMERCIAL SEWER ATLAS INFORMATION NORTH OF PACKERS

LEVEL "C" - UNVERIFIED EXISTING PRIVATE SEWER ATLAS INFORMATION SOUTH OF PACKERS:

These utilities types and sizes are shown in the contract plans based on record information, however, have not been field verified by survey or SUE physical or plan locates.

- If the utilities are located above the depth stipulated on the Proposed Grading Plan Sheets which specify MAXIMUM UTILITY REMOVAL DEPTHS, they shall be removed and paid per the Special Provision for UTILITY REMOVALS. Any utilities which fall partially above the MAXIMUM UTILITY REMOVAL DEPTHS shall be removed in full, even the portion below the MAXIMUM UTILITY REMOVAL DEPTH. No compensation under Article 109.04 will be allowed for removal of Level "B" or Level "C" utilities.
- If the utilities cannot be located to the depth stipulated on the Proposed Grading Plan Sheets for MAXIMUM UTILITY REMOVAL DEPTHS, then the contract plan quantity for removal shall be deleted from the Contract, and the work shall be paid for under Article 109.04 per the Construction Requirements for the Special Provision for EXCAVATION REQUIRED TO LOCATE UTILITIES.

SEWER OR WATER MAIN REMOVAL WITH UNKNOWN DIAMETERS

Several sewer or water main removal items identified as Level "A", "B" or "C" do not have associated diameters in the EXISTING DRAINAGE REMOVAL SCHEDULE. These sewer and water main removal item lengths are identified in the schedules as "UNKNOWN DIAMETER". For the purposes of estimating the sizes of these UNKNOWN DIAMETER removal items, a distribution percentage for sewer and water main sizes have been applied to the UNKNOWN DIAMETER lengths per Sheet 95 of the Contract Plans. The Contractor shall coordinate closely with the Engineer to identify any adjustments in quantities that will be required for these removal quantities based on identification of items located and removed in the field.

REMOVAL OF UNKNOWN UTILITIES

Several utilities have been identified on the contract plan sheets labeled "EXISTING DRAINAGE & UTILITIES", "EXISTING SEWER ATLAS", and "EXISTING DRAINAGE REMOVAL SCHEDULE" as "UNKNOWN UTILITIES". These utilities have not been confirmed with field survey or utility locates, nor has the "type" of utility been verified, however, record plan information indicates that a utility line exists beneath the surface.

For the purpose of quantifying these "UNKNOWN UTILITIES" to be removed, the lengths have been divided between water main removal and storm sewer removal. The Contractor shall coordinate closely with the Engineer to identify any adjustments in quantities that will be required for these removal quantities based on identification of items located and removed in the field.

Although these "UNKNOWN UTILITIES" are being quantified as water main or storm sewer removal, the Contractor shall excavate for the removal of the "UNKNOWN UTILITIES" with due caution since the actual "type" of utility has not been verified.

PREVIOUSLY UNIDENTIFIED UTILITIES:

It is anticipated that existing utilities that have not been identified or quantified in either Level "A", "B" or "C" will be encountered during construction.

- The Contractor shall notify the Engineer when any such PREVIOUSLY UNIDENTIFIED UTILITIES are encountered during excavation.

- At the direction of the Engineer, the PREVIOUSLY UNIDENTIFIED UTILITIES shall be removed by the Contractor per Article 105.07(b)

UTILITY REMOVAL - EXCAVATION AND BACKFILL:

The material excavated during utility removal can be used only as backfill at that same utility excavation location. The excavated material during utility removal may not be migrated to other locations or used as backfill at other locations on the project site.

UTILITY REMOVALS

Description. This work shall consist of the excavation, removal, satisfactory disposal, and backfilling of existing abandoned utilities at locations as shown on the plans or as directed by the Engineer.

Construction Requirements

Prior to any utility removal, the Contractor shall verify with the respective utility company that the subject utility structure is no longer in service.

- **Utility Structure Removal and Fire Hydrant Removal.** The existing utility structure shall be removed for the full depth of the structure. Any existing utility lines shall be cut and removed for the full depth of the structure. If the associated water lines or ducts are not fully removed in this contract, then open ends of water lines or ducts abandoned in place shall be plugged in accordance with the detail shown in the plans, and the cost of the plug included in the cost removal item.
- **Water Main Removal and Storm Sewer Removal.** The existing water main and storm sewer shall be removed at the locations as shown on the plans, in accordance with the applicable portions of Section 551 of the Standard Specifications, and as directed by the Engineer, except that trench backfill will not be required for backfill. If the pipes or ducts are not fully removed in this contract, then open ends of pipes or ducts abandoned in place shall be cut and capped/plugged in accordance with the detail shown in the plans, and the cost of the plug included in the cost of the removal item.

Backfilling for Utility Removals

Suitable excavated material from the utility removal excavation trench shall be used as backfill for the voids created by the same excavation. Excavated material from utility removal will not be allowed as backfill or embankment at other locations on the project site.

Backfilling of Utility Structure Removal and Fire Hydrant Removal will be per Article 502.10.

Backfilling of trenches for Water Main Removal and Storm Sewer Removal shall be per Article 550.07 except that trench backfill will not be required.

Backfilling the void left by the removal operation shall be included in the cost of the item.

Utility Removals Under Existing Fence

Utilities to be removed under existing fence shall be removed in such a manner to avoid damage to the existing fence. Any damage to the existing fence shall be repaired by the Contractor to the satisfaction of the Engineer at no additional cost to the Contract.

All sewer removal on this contract shall be measured and paid for as STORM SEWER REMOVAL, of the diameter specified, regardless of the sewer type.

Method of Measurement.

UTILITY STRUCTURE REMOVAL and FIRE HYDRANTS TO BE REMOVED will be measured for payment per each, where each is defined as one complete structure or hydrant removal.

WATER MAIN REMOVAL, of the diameter specified; STORM SEWER REMOVAL, of the diameter specified; REMOVE ABANDONED GAS MAIN will be measured for payment in place per feet.

Basis of Payment. Utility structure and fire hydrant removal work will be paid for at the contract unit price per each for UTILITY STRUCTURE REMOVAL or FIRE HYDRANTS TO BE REMOVED, regardless of the structure size, type, depth, and connecting utility size.

Water Main and Storm Sewer removal work will be paid for at the contract unit price per foot in place for WATER MAIN REMOVAL, of the diameter specified; STORM SEWER REMOVAL, of the diameter specified; and REMOVE ABANDONED GAS MAIN.

Additional backfill material required to bring the excavated void or trench to existing grade shall be paid for as FURNISHED EXCAVATION.

No compensation under Article 109.04 will be allowed for the UTILITY REMOVALS as specified in this Special Provision. All trenching and excavation required to remove the structures or pipes that are found shall be considered included in the cost of the UTILITY REMOVALS.

EXCAVATION REQUIRED TO LOCATE UTILITIES

Description. This work shall consist of the approved exploratory excavation at the direction of the Engineer required to locate utilities only when the result of the exploratory excavation concludes that the utility can NOT be found above the depth stipulated on the Proposed Grading Plan Sheets for MAXIMUM UTILITY REMOVAL DEPTHS. This work shall include earth excavation, and backfilling and compaction of trenches created to locate existing abandoned utilities at locations as shown on the plans or as directed by the Engineer.

Construction Requirements.

Excavation to locate utilities shall be performed under the supervision of the Engineer (or a representative of the Engineer). Excavation for the removal of the unidentified utilities shall begin at the nearest utility structure, if applicable, or at the locations as directed by the Engineer.

If the utility is found, or location of the utility is determined by other means, the excavation for confirmation of utility will not be paid for separately per Article 109.04, but shall be entirely included in the cost of the respective utility removal item.

If the utility is NOT found to the depth stipulated on the Proposed Grading Plan Sheets for MAXIMUM UTILITY REMOVAL DEPTHS, or per the determination of the Engineer, the following will occur:

- The excavation for location of unverified utilities will terminate
- The excavated trench shall be backfilled and compacted with excavated material
- The Contractor shall be compensated under Article 109.04 for the excavation and backfilling required for the utility exploration
- The contract quantity for the unlocated utility removal will be deleted from the contract

Excavation of trenches shall be performed according to the applicable requirements of Article 550.04.

Backfilling of trenches shall be per Article 550.07 except that trench backfill will not be required.

CONCRETE REMOVAL (SPECIAL)

This work shall be done according to Section 440 and 501 of the Standard Specifications and this Special Provision. This work shall consist of the removal and satisfactory disposal of a concrete slab foundation per area measurement, or concrete structures per volume measurement at the locations and basis of payments as noted in the contract plans.

The Contractor shall remove the concrete foundation and/ or concrete structure. All associated structural elements, shortwalls or foundations attached to the concrete foundation and/ or concrete structure both above ground and below grade shall be removed down to a plane a minimum of 1 ft below the bottom of the concrete foundation and/ or concrete structure, unless otherwise specified on the contract plans for minimum removal elevation or full removal . It shall be the responsibility of the Contractor to determine the thickness and volume of the concrete to be removed and the extent to which it is reinforced. No additional compensation will be allowed because of variations from the assumed thickness or from the thickness shown on the plans, or variations in the amount of reinforcement. Any reinforcement encountered shall be removed and disposed of properly without any additional compensation.

The Contractor shall remove any existing floor drains, sewers or drainage structures associated with the concrete foundation and/ or concrete structure at no additional cost to the contract.

Holes or voids created in the earth due to concrete removal shall be filled with FURNISHED EXCAVATION such that the location can be site graded and seeded and present a neat and clean appearance on completion of the project. The Contractor shall notify the Engineer upon completion of each individual removal activity which will require backfill, prior to any backfill activity. The method of backfill and compaction must be approved by the Engineer.

Unless specifically called out in the plans, existing utilities which are still located in the ground, including (but not limited to) power poles, light poles, utility structures, fire hydrants, water main, and sewers, shall be removed per other provisions in this contract, or BY OTHERS, and shall not be included in CONCRETE REMOVAL (SPECIAL). The Contractor shall note any such existing utilities which conflict with the concrete to be removed, and request direction from the Engineer prior to removal activities at these locations. Any damage to existing utilities by the Contractor shall be repaired by the Contractor at his own expense to the satisfaction of the Engineer.

The Contractor shall use caution when removing items which will cause displacement of underlying and adjacent soils. For CONCRETE REMOVAL (SPECIAL), the Contractor shall use a method approved by the Engineer in order to minimize disturbance of the soil beneath and adjacent to the concrete.

Method of Measurement. CONCRETE REMOVAL (SPECIAL) for concrete foundations and/ or concrete slabs will be measured for payment in place, and the area computed in square yards of the horizontal surface of the concrete removal item.

CONCRETE REMOVAL (SPECIAL) for irregular shaped concrete structures such as piers, pillars or segments of concrete, will be measured for payment in place, and the volume computed in cubic yards.

Basis Of Payment. This work will be paid for at the contract unit price per square yard for CONCRETE REMOVAL (SPECIAL) or at the contract unit price per cubic yard for CONCRETE REMOVAL (SPECIAL).

FURNISHED EXCAVATION for backfill shall be measured and paid for separately.

TEMPERATURE CONTROL FOR CONCRETE PLACEMENT

Effective: October 17, 2008

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

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

This work shall be according to Article 669 of the Standard Specifications and the following:

Qualifications. The term environmental firm shall mean an environmental firm that is pre-qualified in hazardous waste by the Department. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

General. This Special Provision will likely require the Contractor to subcontract for the execution of certain activities. .

All contaminated materials shall be managed as non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. During the PSI an Underground Storage Tank (UST) was discovered Station 153+00 to Station 160+00 0 to 100 feet LT and RT (Former Cahokia Creek –landfill site, Site 601V1-DY, National City).

Any excavation or disposal beyond what is required by this project or the Engineer will be at no additional cost to the Department. The preliminary site investigation (PSI) report, available through the District's Environmental Studies Unit, estimated the excavation quantity of non-special waste at the following location.

The information available at the time of plan preparation determined the limits of the contamination and the quantities estimated were based on soil excavation for construction purposes only. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less. Any soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department.

A) The Environmental Firm shall continuously monitor for worker protection and the Contractor shall manage and dispose of all soils excavated within the following areas as classified below.

1. Station 151+30 to Station 160+00 0 to 150 feet LT (Former Cahokia Creek –landfill site, Site 601V1-DY, National City) – non-special waste. Contaminants of concern sampling parameters: BETX, PNAs, Arsenic, and Lead.
2. Station 151+30 to Station 162+00 0 to 150 feet RT (Swift & Company, Site 601V1-EA, National City) – non-special waste. Contaminants of concern sampling parameters: PNAs, Dieldrin, Arsenic, and Lead.
3. Station 160+00 to Station 172+90 0 to 290 feet LT (Polarville Refrigerated Warehouse, Site 601V1-EB, 250 Packers Avenue, National City)) – non-special waste. Contaminants of concern sampling parameters: PNAs, Arsenic, Lead, and Antimony.
4. Station 164+00 to Station 166+00 0 to 150 feet RT (Former Cahokia Creek –landfill site, Site 601V1-DY, National City)) – non-special waste. Contaminants of concern sampling parameters: PNAs, Arsenic, and Lead.
5. Station 172+90 to Station 174+00 0 to 150 feet LT (Former St. Louis National City Stockyard Company, Site 601V1-EC, National City) – non-special waste. Contaminants of concern sampling parameters: PNAs, Arsenic, and Lead.
6. Station 178+00 to Station 180+00 0 to 150 feet LT (Former St. Louis National City Stockyard Company, Site 601V1-EC, National City) – non-special waste. Contaminants of concern sampling parameters: PNAs.
7. Station 182+50 to Station 184+50 0 to 150 feet LT (Former St. Louis National City Stockyard Company, Site 601V1-EC, National City) – non-special waste. Contaminants of concern sampling parameters: PNAs.
8. Station 180+00 to Station 182+00 0 to 150 feet RT (Former American Cold Storage, Site 601V1-ED, National City) – non-special waste. Contaminants of concern sampling parameters: PNAs and Arsenic.
9. Station 185+50 to Station 190+50 0 to 150 feet LT (Former St. Louis National City Stockyard Company, Site 601V1-EC, National City) – non-special waste. Contaminants of concern sampling parameters: PNAs and Lead.
10. Station 188+75 to Station 190+50 0 to 200 feet RT (Vacant Lot, Site 601V1-EE, northwest quadrant of Front Street and former Stockyard Avenue “C”, National City) – non-special waste. Contaminants of concern sampling parameters: Lead.

B) The Environmental Firm shall continuously monitor for worker protection and the Contractor shall manage and dispose of all liquid waste within the following areas as classified below.

1. Station 155+00 to Station 157+00 0 to 50 feet LT and RT (Former Cahokia Creek – landfill site, Site 601V1-DY, National City) – non-hazardous special waste. Contaminants of concern sampling parameters: PCBs, Nickel, Arsenic, and Lead.

CHAIN LINK FENCE REMOVAL

Description. This work shall consist of the removal and satisfactory disposal of the chain link fence and associated posts, supports and hardware at the locations shown in the plans and as directed by the Engineer. All materials included with the removal shall be disposed of off-site by the Contractor.

The Contractor shall take precaution not to damage existing fence which will remain. Any damage to existing fence to remain shall be replaced by the Contractor at no additional cost to the contract.

The Contractor shall notify the previous property owner in writing at least 30 calendar days in advance of the fence removal.

Method of Measurement. CHAIN LINK FENCE REMOVAL will be measured for payment in place, in feet along the length of the removal. Fence posts shall not be measured separately for payment.

Basis of Payment. This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE REMOVAL.

FENCE REMOVAL

Description. This work shall consist of the removal and satisfactory disposal of the cable fence and associated posts, supports and hardware at the locations shown in the plans and as directed by the Engineer. All materials included with the removal shall be disposed of off-site by the Contractor.

The Contractor shall take precaution not to damage existing fence which will remain. Any damage to existing fence to remain shall be replaced by the Contractor at no additional cost to the contract.

The Contractor shall notify the previous property owner in writing at least 30 calendar days in advance of the fence removal.

Method of Measurement: FENCE REMOVAL will be measured for payment in place, in feet along the length of the removal. Fence posts shall not be measured separately for payment.

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

WATER WELL SEALING FORM

This work shall consist of the Contractor, Licensed Well Driller, or the Contractor's Representative completing the attached form correctly and sending copies to St. Clair County Health Department. An additional copy of this form shall be given to the Resident Engineer upon completion for the project file. The following information has been attached for their use.

**St. Clair County Health Department
19 Public Square, Suite 150
Belleville, IL 62220-1624
Contact/ Questions: Joe Morin 618-233-7769**

**Illinois Department of Public Health
Environmental Health
525 W. Jefferson Street, 2nd floor
Springfield, IL 62761
Contact/Questions: Allen Biggerstaff 217-782-3984**

All abandoned wells must be sealed according to Section 920.120 of the Illinois Water Well Construction Code.

This work will not be paid for separately and will be included in the contract unit price EACH for SEALING ABANDONED WATER WELLS, which price shall be payment in full to complete this work to the satisfaction of the Resident Engineer. Final payment shall not be made for this item of work until that form has been completed and verified by the county that it has been correctly completed.



St. Clair County Health Department

19 Public Square, Suite 150
Belleville, IL 62220-1624
(618) 233-7769 FAX (618) 236-0676

Approval Request for Sealing Water Well by Property Owner

RETURN THIS FORM TO LOCAL HEALTH DEPARTMENT FOR APPROVAL

The following plan to seal a water well shall be in accordance with the requirements of the Illinois Water Well Construction Code:

Original Water Well Permit Number (if known) _____

Property Owner _____ Telephone Number(include area code) _____

Mailing Address _____
Street Address City State Zip Code

Well Location _____
Address-Lot Number City County

GENERAL DESCRIPTION: Township _____ (N)(S) Range _____ (E)(W) Section _____
Quarter of the _____ Quarter of the _____ Quarter

TYPE OF WELL: Bored _____ Drilled _____ Other _____

Total Depth _____ Diameter _____

Obstructions to remove from well (pump, pipe, etc) _____

Well will be disinfected before sealing commences in the following manner: _____

CASING RECORD: Upper 2 feet of casing removed? [YES] [NO]

PLUGGING DETAILS: Filled with _____ From _____ to _____ ft
(cement or other materials)
Kind of plug _____ From _____ to _____ ft
Filled with _____ From _____ to _____ ft
(cement or other materials)
Kind of Plug _____ From _____ to _____ ft
Filled with _____ From _____ to _____ ft
(cement or other materials)
Kind of Plug _____ From _____ to _____ ft

Well sealing will not commence until the above plan has been granted approval by the local health department. The local health department will be notified by telephone or in writing at least 48 hours prior to the commencement of any work to seal the above well. After the water well sealing is finished, a completed sealing form will be submitted to the local health department. I certify that the attached information is complete and correct and that, if approved, the work will conform with the current Illinois Water Well Construction Code

(Applicant) Signature of Property Owner _____ Date _____

FOR OFFICE USE ONLY

Approved by _____ Date _____

DRINKING WATER FACTS

Abandoned Wells

An estimated 400,000 private water wells in Illinois provide drinking water to approximately 1.3 million people. Each year, many of these wells are abandoned when they are replaced with new wells or when homes are connected to community water systems. A large number of these abandoned wells are large diameter wells constructed with brick or stone casings, and ranging in depth from 20 to 50 feet. An abandoned well can pose a health and safety hazard if it is improperly sealed or not sealed at all.

Abandoned Wells as Safety Hazards

When abandoned wells are left open, children, animals or even adults can fall into them, causing injury or death. To prevent such accidents, all abandoned wells must be properly sealed.

Abandoned Wells as Sources of Pollution

If improperly sealed, an abandoned well can serve as a route for contaminating groundwater. Contaminated surface water, agricultural runoff and effluent from private sewage disposal systems can enter the groundwater through such wells and cause pollution of other wells in the area used for drinking water.

Legal Requirement

The Illinois Water Well Construction Code requires the owner of water well, boring or monitoring the well to properly seal the well within 30 days after it is abandoned and no longer used to supply water. If a well or boring is in such a state of disrepair that it has the potential for transmitting contaminants into the groundwater or otherwise threatens the public health or safety, it also must be sealed. Where an abandoned well is found to contaminate another potable water well, the owner of the abandoned well is responsible for providing a safe and sufficient supply of water to the owner of the well that has been contaminated.

Sealing Abandoned Wells

The basic concept in sealing an abandoned well is restoring the geological conditions that existed before the well was drilled. Therefore, the particular method for sealing a well depends on the type of water well and the local geological features.

The licensed water well driller must seal an abandoned well. A homeowner may seal his/her own well for his/her own residence if a written request is made to the St. Clair County Health Department describing procedures and materials, all of which must comply with the well code. The St. Clair County Health Department must be notified at least 48 hours prior to the start of the work to seal such wells and, after the sealing is finished, a completed sealing form must be submitted to St. Clair County Health Department.

Most dug or bored wells can be sealed by filling them with clean clay ~~or sand~~. Drilled wells are somewhat more complex to seal and require pea gravel or limestone chips (fill material) and neat cement or bentonite (sealing material). The depth, geology and construction of the particular abandoned well to be sealed determines the appropriate levels at which these material must be placed. For all types of well, the well casing must be removed at least 2 feet below the final grade and the well must be disinfected.

For More Information

More detailed information can be found in the Illinois Water Well Construction Code, which can be obtained from St. Clair County Health Department, 19 Public Square, Suite 150, Belleville, IL 62220, or call (618) 233-7769.

Illinois Water Well Construction Code
415 ILCS 30/920.120

- a) **Abandonment of Wells.**
- 1) The owner of a water well, boring, or monitoring well shall assure that such well is sealed within 30 days after it is abandoned and when the well is no longer used to supply water or is in such a state of disrepair that the well or boring has the potential for transmitting contaminants into an aquifer or otherwise threatens the public health or safety. The Department shall grant an extension of this time provided the owner submits a written request to the Department indicating the reasons for the request and an estimate of time in which the well will be either sealed or reused. In granting an extension, the Department must be assured that applicable protective measures will be taken and the methods and materials will be in compliance with the Act and this Part. Applicable protective measures may include ensuring that sources of contamination are down grade from the water source, ensuring isolation of the potential source of contamination in such a manner as to prevent a route of contamination of the ground water, or isolating the potential source of contamination to prevent accidental introduction of contaminants into ground water.
 - 2) Water wells shall be sealed by a licensed water well driller pursuant to the Water Well and Pump Installation Contractor's License Act. An individual who is not so licensed may seal a well, provided the well is located on land which is owned or leased by such individual for farming purposes or as such individual's place of abode and provided a request is made to the Department or local health department prior to the commencement of sealing indicating how the water well is to be sealed and the materials to be used. The Department or local health department shall grant approval when requested prior to the commencement of sealing if the methods and materials are in compliance with this Section.
- b) **Sealing Requirements.** Where geologic data does not exist for a particular abandoned drilled water well, such water well shall be sealed, from the bottom up to where the well casing is removed, with neat cement grout or any bentonite product manufactured for water well sealing. Water wells, borings, or monitoring wells which are abandoned shall be disinfected by introducing a sufficient amount of chlorine to produce 100 parts per million of chlorine in the water in the well and shall be sealed by placing the sealing materials from the bottom of the well to the surface by methods that will avoid segregation or dilution of material in accordance with the following requirements:
- 1) **Non-creviced, consolidated formations.** Wells extending into non-creviced sandstone, or other water bearing consolidated formations shall be sealed by filling the well with disinfected clean pea gravel or limestone chips to within 10 feet below the top of the water bearing formation or to within 10 feet of the bottom of the casing, whichever is less. Neat cement grout or any bentonite product manufactured for water well sealing shall be placed for a minimum of 20 feet above this point. The upper part of the well to where the well casing is removed shall be sealed by neat cement grout or any bentonite product manufactured for water well sealing. Concrete or cement may be used for such sealing, provided the upper part of the well is dry.
 - 2) **Creviced formations.** Wells extended into creviced formations shall be sealed by filling with disinfected clean pea gravel or limestone chips to within 10 feet below the top of the water bearing formation or to within 10 feet below the bottom of the casing whichever is less. Neat cement grout or any bentonite product manufactured for well sealing shall be placed for a minimum of 20 feet above this point. The upper part of the well to where the well casing is removed shall be sealed by neat cement grout or any bentonite product manufactured for water well sealing. Concrete or cement may be used for such sealing, provided the upper part of the well is dry. Where the earth cover is less than 30 feet, the hole shall be grouted from 10 feet below the creviced formation to where the well casing is removed.
 - 3) **Unconsolidated formations.** In the event the water bearing formation consists of coarse gravel and producing wells are located nearby, the well shall be sealed by filling with disinfected clean pea gravel or limestone chips to 10 feet below the top of the water bearing formation. Neat cement grout or any bentonite product manufactured for water well sealing shall be placed for a minimum of 20 feet above this point. The upper part of the well to where the well casing is removed shall be sealed by neat cement grout or any bentonite product manufactured for water well sealing. Concrete or cement may be used for such sealing, provided the upper part of the well is dry. Abandoned dug and bored wells shall be sealed by using one of the following methods:
 - i. Filling with disinfected clean pea gravel or limestone chips to within 20 feet below the top of the casing. The upper part of the well to where the well casing is removed shall be sealed for a minimum of 20 feet by filling with neat cement grout, any bentonite product manufactured for

- water well sealing, impervious material such as clay. Concrete or cement may be used for such sealing, provided the upper part of the well is dry.
- ii. Placing a one foot layer of any bentonite product manufactured for water well sealing at the bottom of the well followed by alternation layer of agricultural limestone (limestone fines and any bentonite product manufactured for water well sealing. The alternating layers of agricultural lime shall be five to seven feet thick and the alternating layers of any bentonite product manufactured for water well sealing shall be six inches thick. The uppermost or top layer shall be agricultural lime.
 - iii. Completely fill in with concrete, cement grout, or impervious material such as clay.
- 4) **More than one water bearing formation.** Where wells extend into more than one water bearing formation, each water bearing formation shall be sealed independently in the manner described in this Section. Neat cement grout or any bentonite product manufactured for water well sealing shall be placed a minimum of 10 feet above and below at all intermittent water bearing formation except artesian wells and artesian formations. Disinfected clean pea gravel or limestone chips shall be placed in each water bearing formation between plugs. When the lower formation has an up-flow of water into the upper formation, a pressure seal is required to shut off the up-flow while a neat cement plug at least 50 feet in length is pumped in place and allowed to set. The upper part of the well to where the well casing is removed shall be sealed with neat cement grout or any bentonite product manufactured for water well sealing. Concrete or cement may be used for such sealing provided the upper part of the well is dry.
 - 5) **Artesian wells.** In such wells, a cement retainer shall be used with pressure grouting equipment utilized to place cement grout. Neat cement grout, bentonite or aquajel from 2% to 6% by dry weight shall be placed for a minimum of 10 feet below and 10 feet above the water bearing formation. The upper part of the well to where the well casing is removed shall be filled with neat cement grout or any bentonite product manufactured for water well sealing. Concrete or cement may be used for such sealing, provided the upper part of the well is dry.
 - 6) **Buried slab bored wells.** Such wells shall be sealed by filling with disinfected clean pea gravel or limestone chips to within one foot below the buried slab. The upper part of the well to where the casing is removed shall be sealed with neat cement or any bentonite product manufactured for water well sealing.
 - 7) **In lieu of filling the well with disinfected clean pea gravel or limestone chips as required in subsection (b) (1) through (6) of this Section,** wells may be sealed by grouting from the bottom up by using neat cement grout or any bentonite product manufactured for water well sealing. This material shall be applied the full depth of the well and shall terminate within 2 feet of the ground surface. Concrete grout may be used in the upper part of the well, provided the upper part of the well is dry.
- c) **Non-producing well.** Where a water well is drilled and a water bearing formation is not located, the water well shall be filled with clay, or neat cement containing bentonite, aquajel or similar materials from 2% to 6% by weight, or pure bentonite in any form by the water well driller not more than 10 calendar days after the well has been drilled.
 - d) **The well casing or liner shall be removed to at least 2 feet below final grade,** except where the well terminates with a concrete slab which is part of a building floor. Where the well terminates in a slab which is part of a building floor, the sealing material shall be placed flush with the floor. The pump and drop pipe shall be removed.
 - e) **Notification.**
 - 1) The Department, approved local health department, or approved unit of local government shall be notified by telephone or in writing at least 48 hours prior to the commencement of any work to seal a water well or monitoring well.
 - 2) When a water, boring or monitoring well is sealed, a sealing form shall be submitted to the Department or approved local health department by the individual performing the sealing not more than 30 days after the well is sealed. The following information shall be submitted on forms provided by the Department:
 - A) the date the water, boring or monitoring well was drilled
 - B) depth and diameter of the water, boring or monitoring well;
 - C) location of the water, boring or monitoring well;
 - D) type of sealing method used;
 - E) original water well permit number if available;
 - F) date the water, boring or monitoring well was sealed;
 - G) type of water well (bored, dug, driven or drilled);
 - H) whether the formation is clear of obstructions;
 - I) casing record (explanation of the required removal); and
 - J) water well driller's license number and name.

BUILDING EQUIPMENT REMOVAL

All equipment and appurtenances located in the existing buildings which have been identified for removal in this Contract 76C41 shall be removed and satisfactorily disposed of by the Contractor outside of the project limits in an appropriate manner.

Such equipment removal will include, but not be limited to, pump station equipment, piping, electrical components, wiring, conduits, metal stair well, and general debris within the building.

This work will not be paid for separately, but will be considered as included in the contract lump sum price bid for BUILDING REMOVAL OF THE NO. SPECIFIED.

ARCHAEOLOGICAL EXCAVATION COORDINATION

The Contractor shall be advised that archaeological exploratory excavation is anticipated to be ongoing within the I-70 Right of Way and adjacent contracts during this contract. The archaeological exploration of the project site, and subsequent satisfactory 'clearance' by the State Archaeological Coordinator, is required prior to initiation of certain construction activities such as earth excavation, earth excavation (special) or placement of permanent embankment. All cleared areas must be coordinated with, and confirmed by, the Engineer prior to start of construction activities on that location.

The Contractor shall contact the State Archaeological Coordinator Joseph Galloy at (618) 251-3922, 14 days prior to the start of any pavement removal, utility or foundation removal, or any activities that require excavation or placement of permanent embankment, unless the area has previously been cleared for these construction activities by the State Archaeological Coordinator.

The Contractor will coordinate the proposed project and sequence of construction with the Engineer and the State Archaeological Coordinator to present an effective and timely schedule for successful completion of the project. The contractor will only be allowed to work in areas cleared by the Archaeological Coordinator and the Engineer. The Contractor must stage work to allow the Archaeological Excavation Crews to complete all necessary work within the project limits and consider this as part of their bid.

The Contractor shall be responsible for keeping the site secure at all times during the construction. The method of keeping the site secure is as directed by the Engineer and no extra compensation shall be provided for this work.

Existing Archaeological Excavation Pits

The Contractor shall confirm with the State Archaeological Coordinator and the Engineer that existing pits have been cleared prior to entering the pits for construction activities. The Contractor shall not enter any existing pits with construction vehicles until the pits are confirmed to be cleared.

Uncleared Areas Within Project Limits

The Contractor shall stake out limits of cleared vs. uncleared areas in coordination with the State Archaeological Coordinator and the Engineer. The Contractor shall develop (and amend as required) the construction schedule to accommodate the anticipated restrictions in work zone until these, and other such uncleared areas, can be cleared.

It is anticipated that certain locations within the project site/ work zone will not yet be cleared by the start of work date for the Contractor. Therefore, the Contractor must be proactive and coordinate on an ongoing basis with the State Archaeological Coordinator and the Engineer to confirm which areas on the project site have been 'cleared' for work, to confirm ideal construction access locations, and to update construction schedules and construction activities accordingly.

Packers to 1st Street - The Contractor shall be advised that there will be portions of the project corridor between Packers Ave. and 1st St. (estimated to be within the limits of Sta. 177+50 to 193+00) that will not be cleared until early 2012. The Contractor must stage work to account for this and other potential similar temporary work zone limitations, and must consider this as part of their bid.

It is the Contractor's responsibility to coordinate and plan/revise construction schedules and activities efficiently in order to avoid conflict with the ongoing archaeological exploratory work. Additional compensation or the extension of contract time will not be allowed for the progress of the work items affected by the lack of such coordination by the Contractor.

Packers Ave. Removal

An interim completion date noted in the Special Provision for COMPLETION DATE PLUS WORKING DAYS has been specified for the removal of Packers Ave. pavement. The Contractor should be advised that the area under Packers Ave. has not yet been cleared, therefore, once the Packers Ave. pavement is removed, the area under Packers Ave. must be cleared by archaeological exploration prior to initiation of any utility removal, or any activities that require excavation or placement of permanent embankment.

Front St. and Main St. Removal

Portions of Front St. and Main St. pavement are being removed in Contract 76C40, while the remaining portions will be removed in Contract 76C41. The Contractor should be advised that the areas under Front St. and Main St. have not yet been cleared, therefore, once the Front St. and Main St. pavements are removed, the areas under Front St. and Main St. must be cleared by archaeological exploration prior to initiation of any utility removal, or any activities that require excavation or placement of permanent embankment.

The Contractor shall be aware that the portions of Front St. and Main St. to be removed in Contract 76C41 cannot be removed until the underlying 36" live water main is abandoned. The Contractor shall coordinate this work with both State Archaeological Coordinator and Engineer for the utility relocation.

Shared Access and Work Area

When necessary for the archaeologists to access the pit locations, and with prior coordination, the Contractor shall permit the archaeologists access through the construction areas and the use of any access or haul roads as required.

Basis of Payment: All expenses incurred by the Contractor for this coordination and by reason of compliance with these requirements shall be considered as included in and completely covered by the contract unit prices for the various earthwork items in this contract.

BUILDING REMOVAL - CASE II (NON-FRIABLE ASBESTOS ABATEMENT) (BDE)

Effective: September 1, 1990

Revised: April 1, 2010

BUILDING REMOVAL: This work shall consist of the removal and disposal of 1 building(s), together with all foundations, retaining walls, and piers, down to a plane 1 ft (300 mm) below the ultimate or existing grade in the area and also all incidental and collateral work necessary to complete the removal of the building(s) in a manner approved by the Engineer. Any holes, such as basements, shall be filled with a suitable granular material. The building(s) are identified as follows:

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
#4	8826104	250 Packers Ave.	Pump House

Discontinuance of Utilities: The Contractor shall arrange for the discontinuance of all utility services and the removal of the metering devices that serve the building(s) according to the respective requirements and regulations of the City, County, or utility companies involved. The Contractor shall disconnect and seal, in an approved manner, all service outlets that serve any building(s) he/she is to remove.

Signs: Immediately upon execution of the contract and prior to the wrecking of any structures, the Contractor shall be required to paint or stencil, in contrasting colors of an oil base paint, on all four sides of each residence and two opposite sides of other structures, the following sign:

PROPERTY ACQUIRED FOR
HIGHWAY CONSTRUCTION
TO BE DEMOLISHED BY THE
ILLINOIS DEPARTMENT OF TRANSPORTATION
VANDALS WILL BE PROSECUTED

The signs shall be positioned in a prominent location on the structure so that they can be easily seen and read and at a sufficient height to prevent defacing. The Contractor shall not paint signs nor start demolition of any building(s) prior to the time that the State becomes the owner of the respective building(s).

The Contractor has the option of removing the non-friable asbestos prior to demolition or demolishing the building(s) with the non-friable asbestos in place. Refer to the Special Provisions titled "Asbestos Abatement (General Conditions)" and "Removal and Disposal of Non-Friable Asbestos Building No. 4" contained herein.

Basis of Payment: This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL, numbers as listed above, which price shall be payment in full for complete removal of the buildings and structures, including any necessary backfilling material as specified herein. The lump sum unit price(s) for this work shall represent the cost of demolition and disposal assuming all non-friable asbestos is removed prior to demolition. Any salvage value shall be reflected in the contract unit price for this item.

EXPLANATION OF BIDDING TERMS: Two separate contract unit price items have been established for the removal of each building. They are:

1. BUILDING REMOVAL NO. 4
2. REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 4

The Contractor shall have two options available for the removal and disposal of the non-friable asbestos.

The pay item for removal and disposal of non-friable asbestos will not be deleted regardless of the option chosen by the Contractor.

ASBESTOS ABATEMENT (GENERAL CONDITIONS): This work consists of the removal and disposal of non-friable asbestos from the building(s) to be demolished. All work shall be done according to the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), the Occupational Safety and Health Administration (OSHA), the Special Provision for "Removal and Disposal of Non-Friable Asbestos, Building No. 4," and as outlined herein.

Sketches indicating the location of Asbestos Containing Material (ACM) are included in the proposal on pages A-4 thru A-5. Also refer to the Materials Description Table on page A-6 for a brief description and location of the various materials. Also included is a Materials Quantities Table on page A-2. This table states the ACM is non-friable and gives the approximate quantity. The quantities are given only for information and it shall be the Contractor's responsibility to determine the exact quantities prior to submitting his/her bid.

The work involved in the removal and disposal of non-friable asbestos if done prior to demolition, shall be performed by a Contractor or Sub-Contractor prequalified with the Illinois Capital Development Board.

The Contractor shall provide a shipping manifest, similar to the one shown on page _____, to the Engineer for the disposal of all ACM wastes.

Permits: The Contractor shall apply for permit(s) in compliance with applicable regulations of the Illinois Environmental Protection Agency. Any and all other permits required by other federal, state, or local agencies for carrying on the work shall be the responsibility of the Contractor. Copies of the permit(s) shall be sent to the district office and the Engineer.

Notifications: The "Demolition/Renovation Notice" form, which can be obtained from the IEPA office, shall be completed and submitted to the address listed below at least ten days prior to commencement of any asbestos removal or demolition activity. Separate notices shall be sent for the asbestos removal work and the building demolition if they are done as separate operations.

Asbestos Demolition/Renovation Coordinator
Illinois Environmental Protection Agency
Division of Air Pollution Control
P. O. Box 19276
Springfield, Illinois 62794-9276
(217) 785-1743

Notices shall be updated if there is a change in the starting date or the amount of asbestos changes by more than 20 percent.

Submittals:

- A. All submittals and notices shall be made to the Engineer except where otherwise specified herein.
- B. Submittals that shall be made prior to start of work:
 - 1. Submittals required under Asbestos Abatement Experience.
 - 2. Submit documentation indicating that all employees have had medical examinations and instruction on the hazards of asbestos exposure, on use and fitting of respirators, on protective dress, on use of showers, on entry and exit from work areas, and on all aspects of work procedures and protective measures as specified in Worker Protection Procedures.
 - 3. Submit manufacturer's certification stating that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI 29.2.
 - 4. Submit to the Engineer the brand name, manufacturer, and specification of all sealants or surfactants to be used. Testing under existing conditions will be required at the direction of the Engineer.
 - 5. Submit proof that all required permits, site locations, and arrangements for transport and disposal of asbestos-containing or asbestos-contaminated materials, supplies, and the like have been obtained (i.e., a letter of authorization to utilize designated landfill).
 - 6. Submit a list of penalties, including liquidated damages, incurred through non-compliance with asbestos abatement project specifications.
 - 7. Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination units, the sequencing of work, the respiratory protection plan to be used during this work, a site safety plan, a disposal plan including the location of an approved disposal site, and a detailed description of the methods to be used to control pollution. The plan shall be submitted to the Engineer prior to the start of work.
 - 8. Submit proof of written notification and compliance with the "Notifications" paragraph.
- C. Submittals that shall be made upon completion of abatement work:
 - 1. Submit copies of all waste chain-of-custodies, trip tickets, and disposal receipts for all asbestos waste materials removed from the work area;
 - 2. Submit daily copies of work site entry logbooks with information on worker and visitor access;
 - 3. Submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls; and
 - 4. Submit results of any bulk material analysis and air sampling data collected during the course of the abatement including results of any on-site testing by any federal, state, or local agency.

Certificate of Insurance:

- A. The Contractor shall document general liability insurance for personal injury, occupational disease and sickness or death, and property damage.
- B. The Contractor shall document current Workmen's Compensation Insurance coverage.
- C. The Contractor shall supply insurance certificates as specified by the Department.

Asbestos Abatement Experience:

- A. Company Experience. Prior to starting work, the Contractor shall supply evidence that he/she has been prequalified with the Illinois Capital Development Board and that he/she has been included on the Illinois Department of Public Health's list of approved Contractors.
- B. Personnel Experience:
 1. For Superintendent, the Contractor shall supply:
 - a. Evidence of knowledge of applicable regulations in safety and environmental protection is required as well as training in asbestos abatement as evidenced by the successful completion of a training course in supervision of asbestos abatement as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to the Engineer prior to the start of work.
 - b. Documentation of experience with abatement work in a supervisory position as evidenced through supervising at least two asbestos abatement projects; provide names, contact, phone number, and locations of two projects in which the individual(s) has worked in a supervisory capacity.
 2. For workers involved in the removal of asbestos, the Contractor shall provide training as evidenced by the participation and successful completion of an accredited training course for asbestos abatement workers as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to all employees who will be working on this project.

ABATEMENT AIR MONITORING: The Contractor shall comply with the following:

- A. Personal Monitoring. All personal monitoring shall be conducted per specifications listed in OSHA regulation, Title 29, Code of Federal Regulation 1926.58. All area sampling shall be conducted according to 40 CFR Part 763.90. All air monitoring equipment shall be calibrated and maintained in proper operating condition. Excursion limits shall be monitored daily. Personal monitoring is the responsibility of the Contractor. Additional personal samples may be required by the Engineer at any time during the project.
- B. Interior Non-Friable Asbestos-Containing Materials. The Contractor shall perform personal air monitoring during removal of all non-friable Transite and floor tile removal operations. The Engineer will also have the option to require additional personal samples and/or clearance samples during this type of work.
- C. Exterior Non-Friable Asbestos-Containing Materials. The Contractor shall perform personal air monitoring during removal of all non-friable cementitious panels, piping, roofing felts, and built up roofing materials that contain asbestos.

The Contractor shall conduct downwind area sampling to monitor airborne fiber levels at a frequency of no less than three per day.

D. Air Monitoring Professional

1. All air sampling shall be conducted by a qualified Air Sampling Professional supplied by the Contractor. The Air Sampling Professional shall submit documentation of successful completion of the National Institute for Occupational Safety and Health (NIOSH) course #582 - "Sampling and Evaluating Airborne Asbestos Dust".
2. Air sampling shall be conducted according to NIOSH Method 7400. The results of these tests shall be provided to the Engineer within 24 hours of the collection of air samples.

REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 4: The Contractor has the option of removing and disposing of the non-friable asbestos prior to demolition of the building(s) or demolishing the building(s) with the non-friable asbestos in place.

Option #1 - If the Contractor chooses to remove all non-friable asbestos prior to demolition, the work shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)".

Option #2 - If the Contractor chooses to demolish the building(s) with the non-friable asbestos in place, the following provisions shall apply:

1. Continuously wet all non-friable ACM and other building debris with water during demolition.
2. Dispose of all demolition debris as asbestos containing material by placing it in lined, covered transport haulers and placing it in an approved landfill.

This work will be paid for at the contract unit price per lump sum for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 4, as shown.

The cost for this work shall be determined as follows:

Option #1 - Actual cost of removal and disposal of non-friable asbestos.

Option #2 - The difference in cost between removing and disposing of the building if all non-friable asbestos is left in place and removing and disposing of the building assuming all non-friable asbestos is removed prior to demolition.

The cost of removing and disposing of the building(s), assuming all non-friable asbestos is removed first, shall be represented by the pay item "BUILDING REMOVAL NO. 4".

Regardless of the option chosen by the Contractor, this pay item will not be deleted, nor will the pay item BUILDING REMOVAL NO. 4 be deleted.

BUILDING REMOVAL CASE II - APPENDIX

SECTION 1
1.1 Survey Summary Sheet

SITE INFORMATION:

FAP Route:	<u>888 And 988 (MR8)</u>	Address:	<u>250 Packers Avenue</u>
County:	<u>St. Clair</u>	Address:	
IDOT Job No:	<u>R-98-026-08</u>	City, State Zip	<u>East St. Louis, Illinois</u>
Section:	<u>82-1-HBR, 82-1 DM-1 (82-1K)</u>	Property Type:	<u>Numerous Structures</u>
Parcel No:	<u>8826104</u>	Construction Date:	<u>NA</u>
IDOT Work Order No:	<u>313</u>	Building Size (sqft):	<u>NA</u>

Asbestos Containing Materials:	
Survey Date	<u>March 20, 2009</u>
By Whom:	<u>PSI, Inc.</u> <u>Stefan Clouse</u> <u>Ed Wagner</u> <u>100-09198</u> <u>100-01778</u>
	Firm Inspector Inspector IDPH License No. IDPH License No.
Results	
Number of Material Types Sampled:	<u>2</u>
Number of Samples Collected:	<u>6</u>
Number of Materials Testing Positive:	<u>1</u>
Was Friable ACM Found?	<u>No</u>
Were Roofing Materials Sampled?	<u>Yes</u>
Are There Unique State or Local Requirements?	<u>Yes</u>
Laboratory Utilized:	
Name:	<u>PSI, Inc.</u>
Address:	<u>850 Poplar Street</u> <u>Pittsburgh, PA 15220</u>
Building Access Limitations:	
<u>The interior was inaccessible at the time of our inspection due to safety concerns. The roof and one portion of an exterior wall had collapsed.</u>	

SECTION 1
1.2 Survey Summary & Results

ACM SURVEY RESULTS - Parcel No. 8826104
Numerous Structures
250 Packers Avenue
East St. Louis, Illinois 62025

The following homogeneous building material types were sampled as part of this survey and their results are summarized in the table below:

MTL #	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND. ²	% ACM ³	# SAMPLES	QUANTITY (ENG/MT)
01	Transite roofing material (Barn Building)	Roof	NF	P	20%	3	600 sf 46.5 sm
02	Roof field	Roof	NF	P	ND	3	200 sf 18.5 sm
TOTAL QUANTITY OF ACM							500 sf
ESTIMATED ABATEMENT COST							

- ¹ F = Friable; NF = Nonfriable Friability is further defined in section 4.
² Cond. = Condition Of Materials Either good, fair or poor.
³ ND = None Detected
 * Point Count Analysis

ASSUMED ACM

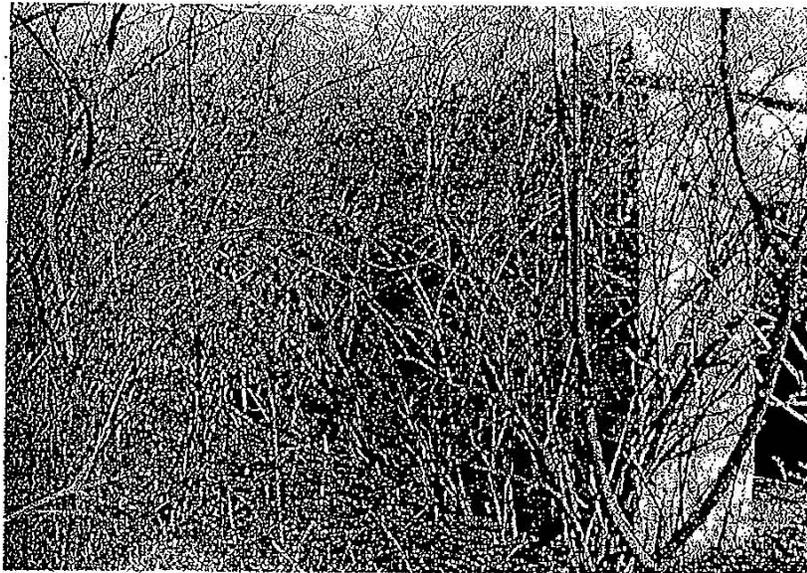
The following material was inaccessible due to safety concerns and was not sampled at the time of our inspection. This material has a history of being manufactured with asbestos and therefore is assumed to contain asbestos until proven otherwise:

MTL #	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND. ²	% ACM	# SAMPLES	QUANTITY
03	Roof flashing material	Roof	NF	P	NA	NA	8 lf 2.4 ma
TOTAL QUANTITY OF ACM							8 lf
ESTIMATED ABATEMENT COST							

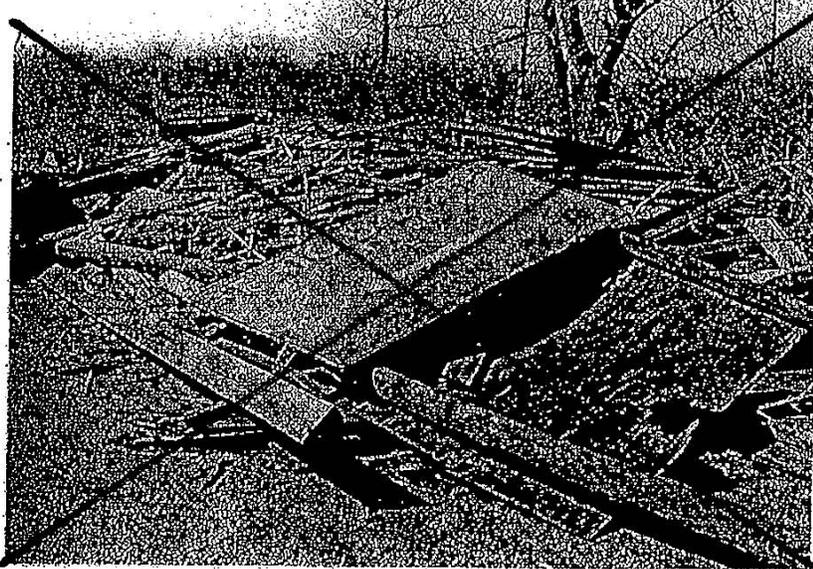
- ¹ F = Friable; NF = Nonfriable Friability is further defined in section 4.
² Cond. = Condition Of Materials Either good, fair or poor.

The following area was inaccessible during the survey and therefore was not included in the scope of the survey. This area will require an asbestos inspection prior to any demolition or renovation activities within the areas:

- ◆ Roof flashing material



~~Building 3~~ **PUMP HOUSE**



~~Building 4~~

737 N. 14th Street
St. Clair County
East St. Louis, Illinois

Parcel No	8826104
Work Order No	313
PSP Project No	0047162



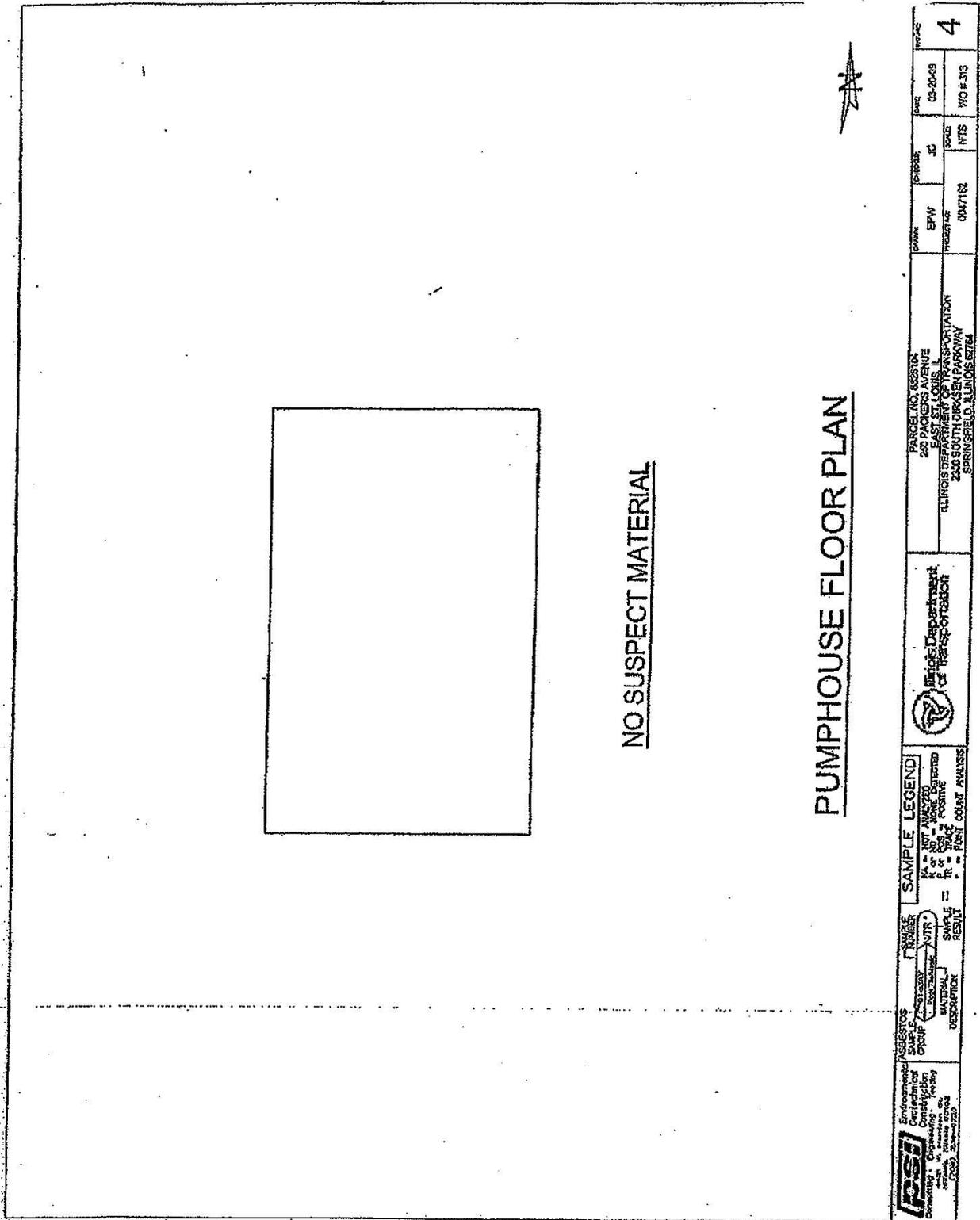




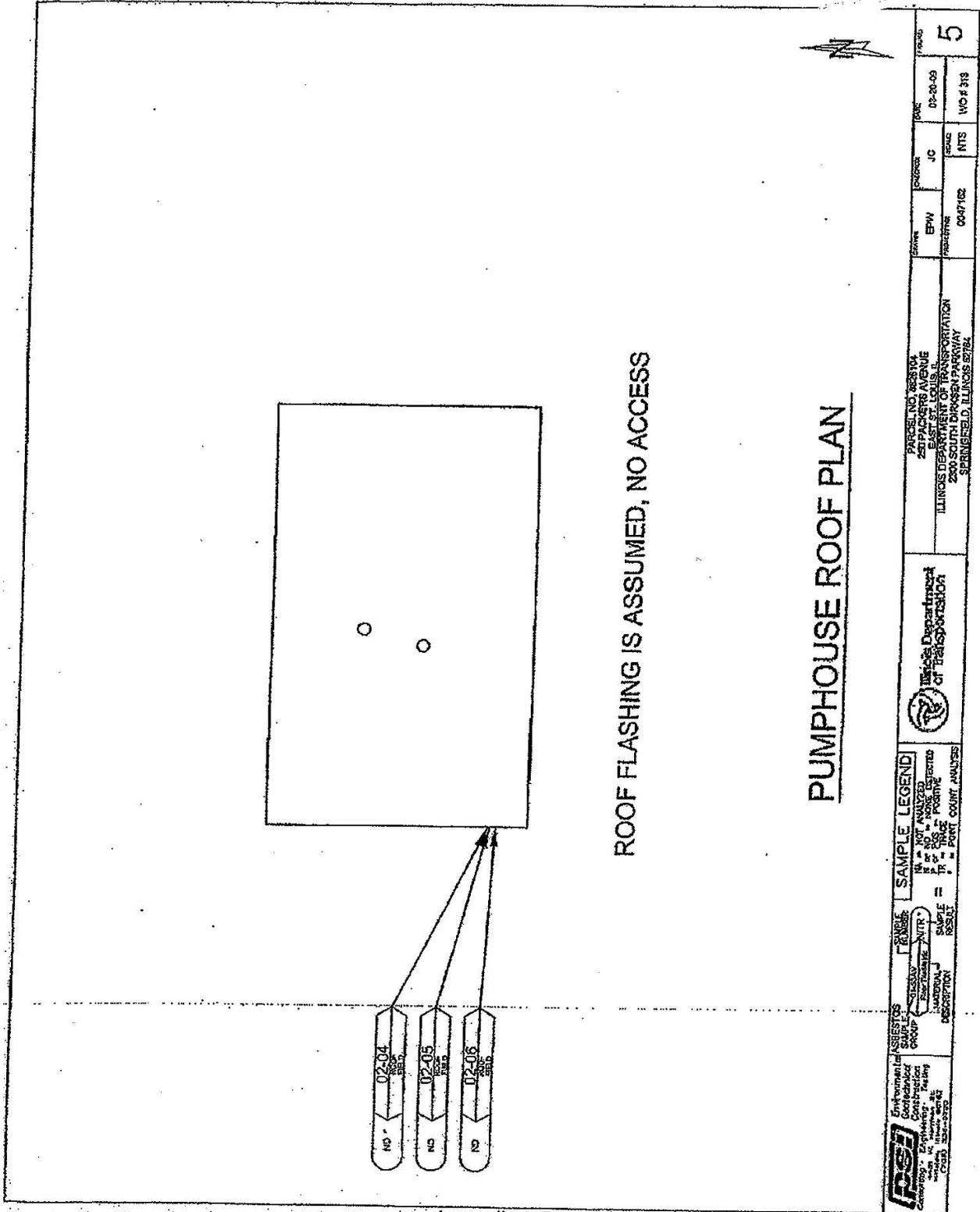








Appendix A-4



ROOF FLASHING IS ASSUMED, NO ACCESS

PUMPHOUSE ROOF PLAN

 Environmental Construction Consulting, Inc. 1000 S. Main Street Springfield, IL 62761-2000 (217) 223-2000	SAMPLE LEGEND (X) = NOT ANALYZED (O) = NOT ANALYZED (P) = POSITIVE (N) = NEGATIVE (C) = PART COUNT ANALYSIS	ILLINOIS DEPARTMENT OF TRANSPORTATION 	PARCEL NO. 0623 004 27 PINEBERRY AVENUE ILLINOIS DEPARTMENT OF TRANSPORTATION 2200 SOUTH BIRKENHEAD PARKWAY SPRINGFIELD, ILLINOIS 62784	DATE: 03-20-09 DRAWN: J.C. PROJECT: EPW SHEET: 0047182 TOTAL SHEETS: 107	5
	ANALYSIS GROUP: STRESSWAY ANALYSIS: STRESSWAY ANALYSIS: STRESSWAY ANALYSIS: STRESSWAY	ANALYSIS: STRESSWAY ANALYSIS: STRESSWAY ANALYSIS: STRESSWAY	ANALYSIS: STRESSWAY ANALYSIS: STRESSWAY ANALYSIS: STRESSWAY	ANALYSIS: STRESSWAY ANALYSIS: STRESSWAY ANALYSIS: STRESSWAY	ANALYSIS: STRESSWAY ANALYSIS: STRESSWAY ANALYSIS: STRESSWAY

Appendix A-5



REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc
 4421 Harrison St., Ste. 510
 Hilde, IL 60162
 Attn: Ron Tulke

Project ID: 0047162
 IDOT
 Parcel 8326104

Date Received: 3/23/2009 Date Completed: 3/25/2009 Date Reported: 3/25/2009

Analyst: DA		Work Order: 0903412		Page: 1 of 1	
Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)	
01-01	001A	(1) Gray, Transite, Homogeneous	20% Chrysotile	None Reported	
01-02	002A	Sample Not Tested			
01-03	003A	Sample Not Tested			
02-04	004A	(1) Black, Roofing, Homogeneous	NO ASBESTOS DETECTED	10%	Cellulose Fiber
02-05	005A	(1) Black, Roofing, Homogeneous	NO ASBESTOS DETECTED	10%	Cellulose Fiber
02-06	006A	(1) Black, Roofing, Homogeneous	NO ASBESTOS DETECTED	10%	Cellulose Fiber

Report Notes: (P1) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Method for the Determination of Asbestos in Bulk Building Materials (EPA 7600/R-93/118 July 1993). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-fibrous organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
 PSI, Inc.

Maureen L. Sammons

Approved Signatory
 Maureen Sammons

Professional Service Industries, Inc. 850 Poplar Street, Pittsburgh, PA 15220 Phone 412/922-4010 Fax 412/922-7280

APPENDIX D

**SHIPPING MANIFEST
 Generator**

1. Work Site Name and Mailing Address	Owner's Name	Owner's Telephone No.
2. Operator's Name and Address		Operator's Telephone No
3. Waste Disposal Site (WDS) Name Mailing Address, and Physical Site Location		WDS Telephone No.
4. Name and Address of Responsible Agency		
5. Description of Materials		
6. Containers	No.	Type
7. Total Quantity	M ³	(Yd ³)
8. Special Handling Instructions and Additional Information		
9. OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.		
Printed/Typed Name & Title	Signature	Month Day Year

Transporter

10. Transporter 1 (Acknowledgement of Receipt of Materials)		
Printed/Typed Name & Title	Signature	Month Day Year
Address and Telephone No.		
11. Transporter 2 (Acknowledgement of Receipt of Materials)		
Printed/Typed Name & Title	Signature	Month Day Year
Address and Telephone No.		

Disposal Site

12. Discrepancy Indication Space		
13. Waste Disposal Site Owner or Operator: Certification of Receipt of Asbestos Materials Covered By This Manifest Except As Noted in Item 12		
Printed/Typed Name & Title	Signature	Month Day Year

APPENDIX D

INSTRUCTIONS

Waste Generator Section (Items 1-9)

1. Enter the name of the facility at which asbestos waste is generated and the address where the facility is located. In the appropriate spaces, also enter the name of the owner of the facility and the owner's phone number.
2. If a demolition or renovation, enter the name and address of the Company and authorized agent responsible for performing the asbestos removal. In the appropriate spaces, also enter the phone number of the operator.
3. Enter the name, address, and physical site location of the waste disposal site (WDS) that will be receiving the asbestos materials. In the appropriate spaces, also enter the phone number of the WDS. Enter "on-site" if the waste will be disposed of on the generator's property.
4. Provide the name and address of the local, State, or EPA Regional Office responsible for administering the asbestos NESHAP program.
5. Indicate the types of asbestos waste materials generated. If from a demolition or renovation, indicate the amount of asbestos that is
 - Friable asbestos material
 - Nonfriable asbestos material
6. Enter the number of containers used to transport the asbestos materials listed in Item 5. Also enter one of the following container codes used in transporting each type of asbestos material (specify any other type of container used if not listed below):
 - DM - Metal drums, barrels
 - DP - Plastic drums, barrels
 - BA - 6 mil plastic bags or wrapping
7. Enter the quantities of each type of asbestos material removed in units of cubic meters (cubic yards).
8. Use this space to indicate special transportation, treatment, storage or disposal or Bill of Lading information. If an alternate waste disposal site is designated, note it here. Emergency response telephone numbers or similar information may be included here.
9. The authorized agent of the waste generator shall read and then sign and date this certification. The date is the date of receipt by transporter.

NOTE: The waste generator shall retain a copy of this form.

APPENDIX D

INSTRUCTIONS

Transporter Section (Items 10 & 11)

10. & 11. Enter name, address, and telephone number of each transporter used, if applicable. Print or type the full name and title of person accepting responsibility and acknowledging receipt of materials as listed on this waste shipment record for transport.

NOTE: The transporter shall retain a copy of this form.

Disposal Site Section (Items 12 & 13)

12. The authorized representative of the WDS shall note in this space any discrepancy between waste described on this manifest and waste actually received as well as any improperly enclosed or contained waste. Any rejected materials should be listed and destination of those materials provided. A site that converts asbestos-containing waste material to nonasbestos material is considered a WDS.

13. The signature (by hand) of the authorized WDS agent indicates acceptance and agreement with statements on this manifest except as noted in Item 12. The date is the date of signature and receipt of shipment.

NOTE: The WDS shall retain a completed copy of this form. The WDS shall also send a completed copy to the operator listed in Item 2.

ON-THE-JOB TRAINING SPECIAL PROVISIONS (NMRB)

Effective: April 1, 2010

This On-the-Job Training Special Provision (OJT special provision) supplements Recurring Special Provisions, Check Sheet #3: SPECIAL PROVISION FOR EEO and in the implementation of CFR 230, Subpart A.

It is the policy of the IDOT to require full utilization of all available training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of the OJT special provision is to recruit entry-level individuals, when feasible, and provide them with meaningful training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a federally assisted contract, shall determine which federal-aid construction contract shall include "Training Special Provisions." Under the Training Special Provisions, the Contractor shall make every reasonable effort to enroll minority, disadvantaged persons and women trainees to the extent such persons are available within a reasonable recruitment area. This training provision is not intended, and shall not be used to discriminate against any applicant for training.

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

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

Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

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

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman.

The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. Accordingly, form SBE 1146 shall be submitted and approved prior to commencing work. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed \$3.50 per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

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

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

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

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

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

Reports

The Contractor shall provide for the maintenance of records and furnish weekly reports documenting the Contractor's performance under this provision on form SBE 1014. All trainee notifications must be submitted prior to the start of the project. If a trainee has been previously approved by IDOT, the Contractor must still notify IDOT of the name of the individual(s) and proposed craft the trainees will be trained in, as well as, indicate which project the trainees will be working on. The trainee notifications or listing of the proposed trainees must be submitted via fax, mail or electronically to the District EEO Office. If the Contractor fails to submit the trainee notification or list of proposed trainees prior to the onset of the project, the Contractor will be subject to the sanctions as outlined in this OJT special provision. Weekly reports shall include at least the following information:

Contractor's name and address

Period, which the report covers

Job Number, Description, and Federal Aid number

Information for each employee being trained on the project, including:

- Trainee Name and Individual Identification Number
- Ethnic Group
- Work Classification
- Status
- Hours and Days Worked
- Hours this Week
- Hours to Date

IDOT monitors contracts with training special provisions through onsite visits, investigations, weekly training and construction reports. These reports are generated by the Contractor and are to be disseminated to the Resident Engineer Office. If there are problems, the District EEO Office will contact the Contractor to address the deficiencies.

If there are deficiencies, the Contractor must provide a corrective action plan addressing the deficiencies.

No payment will be made under the bid item "Training" if the Contractor fails to provide the required training.

Payment will not be made if the Contractor fails to submit trainee reports in a timely manner.

Method of Measurement

The unit of measurement is in hours.

Basis of Payment

This work will be paid for at the contract unit price of \$3.50 per hour for TRAINEES (SPECIAL). The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

Liquidated Damages

Progress payments shall be withheld for failing to comply with all OJT special provision requirements unless IDOT accepts evidence of the Contractor's good faith efforts.

If the training hours have not been obtained and evidence of good faith efforts have not been displayed upon project completion, the Contractor will be assessed liquidated damages in the amount of \$7.00 per hour for those hours not realized. If the Department approves the Contractor's good faith efforts, these liquidated damages will not be assessed.

In the event the Contract will exceed the trainee goal on the project, the Contractor must submit a request to District EEO Office to obtain an extension of hours. The maximum amount of hours beyond those enumerated in the contract cannot exceed 500 hours per 1,000. For instance, if the goal was 1,000, the Contractor can be granted an extra 500 hours subject to the advance approval of the District EEO Office, and concurrence from the FHWA.

Trainee reports must be submitted in accordance with the Instruction to Contractors for Completing Form SBE 1014. Failure to submit timely reports will result in trainee hours not credited. In the cases of voluntary or involuntary trainee termination or when the trainee completes the hours specified in the program, the contractor must complete the final trainee report within five working days. The Contractor's failure to submit the proper reports in a timely manner may result in the loss of reimbursement for the training hours for that month.

Failure to satisfactorily comply with the OJT special provision requirements will be reflected in the contractor's performance evaluation.

DARLING ACCESS ROAD CLOSURE

The Darling Access Road pavement from Industrial Drive to Exchange Ave. will be constructed by others in adjacent Contract 76C44 with an estimated completion in late 2011.

The Contractor shall not allow construction vehicles or heavy machinery to be driven on the Darling Access Road without the consent of the Engineer.

Contract 76C41 Closure of Darling Access Road for Work To Top Slab of Cahokia Canal

The repair to the top slab of the Cahokia Canal Box Culvert from Culvert Sta. 7+30 to Sta. 13+40 will take place under the footprint of the proposed Darling Access Road.

In the event that the Darling Access Road is already open and operational prior to the Contract 76C41's initiation of repairs to the top slab of the Cahokia Canal Box Culvert within these limits, then the Contract 76C41 Contractor shall temporarily close the Darling Access Road to all traffic until the Darling Access Road is restored or constructed to proposed condition including final pavement and earthwork.

The Contractor will be required to adhere to the regulations and restrictions included in these Special Provisions with regard to the closure of Darling Access Road.

Darling Access Road Closure Restrictions:

- The Darling Access Road may be closed by the 76C41 Contractor only for the purpose of repairing the Cahokia Canal Box Culvert top slab at the limits noted in this Special Provision, including placement of waterproofing membrane, and completion of the final grading and pavement required within those limits to fully reconstruct the Darling Access Road for permanent traffic use. Any other closures of the Darling Access Road for purposes other than those listed herein must be approved the Engineer in writing.
- Prior to re-opening of the Darling Access Road to traffic by the 76C41 Contractor, the final condition of the Darling Access Road construction by the 76C41 Contractor must include final paving, ditch grading, and no dropoffs or sideslopes greater than 3:1 within 30' of the edge of pavement of the Darling Access Road pavement.
- Only a single (one time) duration closure of the Darling Access Road will be allowed for the repairs to the Cahokia Canal Box Culvert, the application of waterproofing membrane, placement of lightweight aggregate, and final grading and paving of the Darling Access Road by the 76C41 Contractor. Additional closures to the Darling Access Road will not be allowed without the approval of the Engineer in writing. The duration of this work and associated closure of the Darling Access Road will be restricted to a maximum of **80** contiguous calendar days after the execution of the contract, after which the Contractor shall be complete with final grading and paving of the Darling Access Road and re-open the Darling Access Road to traffic. Article 108.09 'Failure to Complete the Work on Time' shall apply to the time limit of 80 calendar days after the execution of the contract for this closure of the Darling Access Road.

Darling Access Road Closure Notifications:

In the event that the Darling Access Road is closed by the Contract 76C41 Contractor, the 76C41 Contractor shall provide the following agencies and/or entities with a 2 week written and phone notice prior to the closure of the Darling Access Road, and include in the correspondence the estimated duration of the closure and projected date of re-opening of the Darling Access Road (Contact Information is provided in the PACKERS AVENUE CLOSURE Special Provision):

- IDOT Supervising Field Engineers - Barry Gibbs and John Scheibal
- Contract 76C44 (and any and all adjacent or overlapping) Contractors
- Village of Fairmont City Fire and Police Department – Scott Penny
- Metro East Sanitary District – Bob Shipley
- Jack Oates, Inc. – c/o Mr. John E. Oates
- Darling International, Inc. – Gary Byrd
- Mid-America Cold Storage – Dan Macheca

- St. Louis National Stockyards Company – Rob Fisher

The Contractor shall provide the same agencies and/or entities (above) with a 1 week written and phone notice prior to the re-opening of the Darling Access Road.

Darling Access Road Closure Construction Staging and Safety:

In the event that the Darling Access Road is closed by the Contract 76C41 Contractor, the 76C41 Contractor shall adhere to the following Road Closure Staging and Safety Requirements:

- The two (2) “ROAD CLOSED” signs on Type III Barricades must be placed on either side of the work zone on the Darling Access Road prior to any work on the Darling Access Road. The “ROAD CLOSED” sign on Type III Barricade on the Industrial Drive side of the Darling Access Road work zone shall be placed outside of the locked gate and visible to Industrial Drive. The “ROAD CLOSED” sign on Type III Barricade on the Exchange Ave. side of the Darling Access Road work zone shall be placed within the locked gate, unless otherwise directed by the Engineer.
- The 76C41 Contractor shall provide a lock for each of the two Darling Access Road gates for the duration of the closure. The locks shall be required regardless of any other locks by any other entities or agencies which may already be present on the Darling Access Road gates. The Contractor shall be responsible for the maintenance and operation of the locks, however the Contractor shall also provide a copy of the 76C41 gate keys to the Engineer. The Contract 76C41 locks shall remain locked throughout the duration of the closure of the Darling Access Road unless the gate is supervised by Contractor personnel to prohibit errant vehicles from entering the Darling Access Road work zone. The locks shall be removed by the Contractor at the completion of the closure of Darling Access Road and remain the property of the Contractor.

Basis of Payment: This work shall not be paid for separately, but shall be included in the various pay items for repair to the Cahokia Canal Box Culvert.

PACKERS AVENUE CLOSURE

Packers Ave. shall be permanently closed to through traffic per the schedule outlined in the Special Provision for COMPLETION DATE PLUS WORKING DAYS.

Packers Ave. cannot be closed until the Exchange Ave. Extension in Contract 76C40 is complete and operational, and the previous Exchange Ave. Detour signing has been removed by the Contract 76C40 Contractor.

The Packers Ave. Closure Detour shall be in place and approved by the Engineer prior to closure of Packers Ave.

Archaeological Pit Excavation:

It is anticipated that Archaeological Pit excavation will take place under the Packers Ave. pavement shortly after the removal by the Contractor.

The Contractor shall coordinate the removal of the Packers Ave. pavement with the Archaeological Coordinator prior to the removal work to allow the Archaeological Coordinator to be on site during pavement removal.

The Contractor shall clear the area of the Packers Ave. pavement removal upon completion of this work to allow the Archaeological excavation activities.

Packers Ave. Closure Notifications:

The 76C41 Contractor shall provide the following agencies and/or entities with a 2 week written and phone notice prior to the permanent closure of the Darling Access Road.

The letter shall include reference to the Packers Ave. Closure Detour that will be in place prior to the closure of Packers Ave. :

IDOT Supervising Field Engineer Barry Gibbs (Contract 76C41, 76C44, 76C40, 76D05, 76E06) IDOT 1102 Eastport Plaza Drive Collinsville, IL 62234 618.346.3353	IDOT Supervising Field Engineer John Scheibal (Contract 76C50) IDOT 1102 Eastport Plaza Drive Collinsville, IL 62234 618.346.3353	Village of Fairmont City Fire and Police Department Scott Penny 2601 North 41 st St. Fairmont City, IL 62201 618.274.4504 Ext. 2
Metro East Sanitary District (MESD) Bob Shipley PO Box 1366 Granite City, IL 62040 618.452.9400	Terminal Railroad Association of St. Louis (TRRA) Rick McQueen 1000 St. Louis Union Station Suite 200 St. Louis, MO 63103 314.539.4724	Jack Oates, Inc. c/o Mr. John E. Oates (Agent) 103 Linden Avenue Clayton, MO 63105 314.727.9677
Darling International, Inc. Gary Byrd PO Box 55 National Stockyards, IL 62071 618.271.8190	Mid-America Cold Storage Dan Macheca 1429 Boulder Blvd. Valmeyer, IL 62295 618.935.4000	St. Louis National Stockyards Company Rob Fisher PO Box 83228 Oklahoma City, OK 73108 405.627.9368
State Archaeological Coordinator Joe Galloy 16 East Ferguson Ave Wood River, IL 62095 618.251.3922		

Basis of Payment: This work will not be paid for separately, but will be included in the cost of DETOUR SIGNING.

WATER MAIN REMOVAL 36 INCH (SPECIAL)

Description: This work shall consist of the excavation, removal, satisfactory disposal and backfilling of existing abandoned 36” water main at the locations only as directed by the Engineer.

Precautions for Live Water Main Prior to Removal: The relocation of service for this existing 36” water main is anticipated to take place prior to, or during the early stages of Contract 76C41. Until the service is relocated, this 36” water main will be in operation.

The Contractor shall coordinate with IAWC and the Engineer to determine if the existing 36” water main is still in operation. If the existing 36” water main is still in operation at the start of the Contract 76C41 work activities, the Contractor shall take the following precautions:

- Contractor shall locate the existing 36" water main within the Proposed ROW and place temporary fence along the water main and prohibit heavy construction vehicles from crossing the water main except at locations approved by the Engineer and IAWC.
- No pavement removal will be allowed over the live water main without the prior approval of the Engineer.
- The Contractor shall notify the Engineer 3 days in advance prior to any removal operations within 15' of this existing 36" water main.
- Removal of any pavement or other removal items over the live water main, and/or any backfill to be placed and compacted over the live water main, shall only be performed as directed by the Engineer.

In the event that this 36" water main is still in operation at the start of the Contract 76C41 work activities, the Contractor shall coordinate and plan construction schedules efficiently in order to avoid conflict with the live water main, and this Contractor shall consider this as part of their bid. Additional compensation or the extension of contract time will not be allowed for the progress of work items affected by the lack of such coordination by the Contractor.

These precautions will be performed at no additional cost to the Contract.

Construction Requirements: The existing abandoned 36" water main shall be removed per the construction requirements and backfill requirements in the Special Provision for UTILITY REMOVALS.

Only the locations of 36" water main removal as directed by the Engineer will be paid for. Any water main removal outside the limits of those directed by the Engineer will not be paid for.

Any open ends of water main which remain after partial removal of 36" water main shall be capped/plugged in accordance with the detail shown in the plans, and the cost of the plug included in the cost of the removal item.

If the existing 36" water main is removed by others prior to this Contract 76C41 and this pay item is no longer required, it shall be deleted from the contract at no penalty to the contract.

Method of Measurement: WATER MAIN REMOVAL 36" (SPECIAL), of the diameter specified; will be measured for payment in place per feet.

Basis of Payment: Water Main removal work will be paid for at the contract unit price per foot in place for WATER MAIN REMOVAL 36" (SPECIAL), of the diameter specified.

Additional backfill material required to bring the excavated void or trench to existing grade shall be paid for as FURNISHED EXCAVATION.

FILLING EXISTING CISTERNS

Description: This work shall consist of filling existing cisterns per applicable portions of Section 605.

The tops of existing cisterns to be filled shall be removed to an elevation of 1 foot (minimum) below the earth subgrade of the proposed improvement. All inlet and/or outlet connections shall be securely sealed with Class SI concrete or brick and mortar. After the concrete or mortar has set, the existing structure shall be filled with sand and the sand compacted. The sand shall be included in the cost of FILLING EXISTING CISTERNS.

All material resulting from the filling of existing cisterns shall be disposed of by the Contractor according to Article 202.03.

The Contractor shall coordinate the FILLING EXISTING CISTERNS with other utility removals with the Engineer and the State Archaeological Coordinator Joe Galloy at 618-251-3922 to present an effective and timely schedule for successful completion of the project in accordance with the requirements of the Special Provisions for ARCHAEOLOGICAL EXCAVATION COORDINATION and various Special Provisions for utility removals.

Method of Measurement: FILLING EXISTING CISTERNS shall be measured for payment per EACH in place.

Basis of Payment. This work will be paid for at the contract unit price per each for FILLING EXISTING CISTERNS.

DEBRIS REMOVAL (SPECIAL)

Description: This work shall consist of the excavation and satisfactory disposal of select areas of debris material at the locations only as directed by the Engineer, per applicable portions of Section 202.

This DEBRIS REMOVAL (SPECIAL) material may contain, but not be limited to, scrap metal and rebar, railroad ties and other miscellaneous timbers, broken concrete, sewer and water piping, bricks, tires and other organic material. The DEBRIS REMOVAL (SPECIAL) work item shall not be utilized for clearing of every instance of the aforementioned debris types; but only for the debris removal of specific areas as directed by the Engineer.

Locations of DEBRIS REMOVAL (SPECIAL) shown on Contract plans and cross sections are approximate. Final locations and depths shall be determined in the field and as directed by the Engineer.

Requirements: The debris material shall be disposed of in a licensed landfill or otherwise disposed of as allowed by State or Federal solid waste disposal laws and regulations and solid waste determinations of the IEPA.

Suitable excavated materials shall not be wasted without the permission of the Engineer and per Article 202.03.

Backfill of the excavated locations up to the proposed grade shall be either suitable backfill from within the project limits as directed by the Engineer, or FURNISHED EXCAVATION. All backfill shall be compacted per Section 205 of the Standard Specifications.

The Contractor shall coordinate the DEBRIS REMOVAL (SPECIAL) and utility removals with the Engineer and the State Archaeological Coordinator Joe Galloy at 618-251-3922 to present an effective and timely schedule for successful completion of the project in accordance with the requirements of the Special Provisions for ARCHAEOLOGICAL EXCAVATION COORDINATION and various Special Provisions for utility removals.

The Contractor is advised that existing soil within the project limits may be considered contaminated.

The Department recommends that contractor accounts for this DEBRIS REMOVAL (SPECIAL) activity in the SPECIAL WASTE PLANS AND REPORTS. In instances where the DEBRIS REMOVAL (SPECIAL) areas overlaps with known NON-SPECIAL WASTE DISPOSAL areas, the removal shall be governed by the NON-SPECIAL WASTE requirements.

Method of Measurement: DEBRIS REMOVAL (SPECIAL) shall be measured for payment in the original position, and the volumes in cubic yards computed by the method of average end areas in accordance with article 202.07(b) of the Standard Specifications. The Engineer must approve of the top elevation and outer edges of the DEBRIS REMOVAL (SPECIAL) limits prior to commencement of debris removal activities.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for DEBRIS REMOVAL (SPECIAL).

FURNISHED EXCAVATION shall be measured and paid for separately.

STRUCTURAL REPAIR OF CONCRETE

Effective: March 15, 2006

Revised: January 22, 2010

Description. This work shall consist of structurally repairing concrete.

Materials. Materials shall be according to the following.

Item	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) R1 or R2 Mortar (Note2)	
(c) Normal Weight Concrete (Note 3)	
(d) Shotcrete (High Performance) (Note 4)	
(e) Reinforcement Bars	1006.10
(f) Anchor Bolts	1006.09
(g) Water	1002
(h) Curing Compound (Type I)	1022
(i) Cotton Mats	1022.02
(j) Protective Coat	1023.01
(k) Epoxy (Note 5)	1025
(l) Mechanical Bar Splicers (Note 6)	

Note 1. The concrete shall be Class SI, except the cement factor shall be a minimum 6.65 cwt/cu. yd. (395 kg/cu. m), the coarse aggregate shall be a CA 16, and the strength shall be a minimum 4000 psi (27,500 kPa) compressive or 675 psi (4650 kPa) flexural at 14 days. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump, but the cement factor shall not be reduced. This cement factor restriction shall also apply if a water-reducing admixture is used.

Note 2. The R1 or R2 mortar shall be from the Department's approved list of Packaged, Dry, Rapid Hardening, Cementitious Materials for Concrete Repairs with coarse aggregate added. The amount of coarse aggregate added to the R1 or R2 Mortar shall be per the manufacturer's recommendations. The coarse aggregate gradation shall be CA 16 from an Aggregate Gradation Control System source or a packaged aggregate meeting Article 1004.02 with a maximum size of 1/2 in. (12.5 mm).

The R1 or R2 Mortar and coarse aggregate mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump.

Note 3. The packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. Proportioning shall be according to ASTM C 387, except the minimum cement factor shall be 6.65 cwt/cu. yd. (395 kg/cu. m). Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump.

Note 4. A packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method shall be provided according to ASTM C 1480. An accelerator is prohibited, except the shotcrete may be modified at the nozzle with a non-chloride accelerator for overhead applications. The shotcrete shall be Type FA or CA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

The packaged shotcrete shall have a maximum water soluble chloride ion content of 0.06 % by weight (mass) of cement. The test shall be performed according to ASTM C 1218, and the hardened shotcrete shall have an age of 28 to 42 days at the time of test. The test shall be performed a minimum of once every two years.

Each individual aggregate used in the packaged shotcrete shall have either a maximum ASTM C 1260 expansion of 0.16 percent or a maximum ASTM C 1293 expansion of 0.040 percent. However, the ASTM C 1260 value may be increased to 0.27 percent for each individual aggregate if the cement total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) does not exceed 0.60 percent. As an alternative to these requirements, ASTM C 1567 testing which shows the packaged shotcrete has a maximum expansion of 0.16 percent may be submitted. The ASTM C 1260, C 1293, or C 1567 test shall be performed a minimum of once every two years.

The 7 and 28 day compressive strength requirements in ASTM C 1480 shall not apply. Instead the shotcrete shall obtain a minimum compressive strength of 4000 psi (27,500 kPa) at 14 days.

The packaged shotcrete shall be limited to the following proportions:

The portland cement and finely divided minerals shall be 6.05 cwt/cu. yd. (360 kg/cu. m) to 8.50 cwt/cu. yd. (505 kg/cu. m) for Type FA and 6.05 cwt/cu. yd. (360 kg/cu. m) to 7.50 cwt/cu. yd. (445 kg/cu. m) for Type CA. The portland cement shall not be below 4.70 cwt/cu. yd. (279 kg/cu. m) for Type FA or CA.

The finely divided mineral(s) shall constitute a maximum of 35 percent of the total cement plus finely divided mineral(s).

Class F fly ash is optional and the maximum shall be 20 percent by weight (mass) of cement.

Class C fly ash is optional and the maximum shall be 25 percent by weight (mass) of cement.

Ground granulated blast-furnace slag is optional and the maximum shall be 30 percent by weight (mass) of cement.

Microsilica is required and shall be a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent. As an alternative to microsilica, high-reactivity metakaolin may be used at a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent.

Fly ash shall not be used in combination with ground granulated blast-furnace slag. Class F fly ash shall not be used in combination with Class C fly ash. Microsilica shall not be used in combination with high-reactivity metakaolin. A finely divided mineral shall not be used in combination with a blended hydraulic cement, except for microsilica or high-reactivity metakaolin.

The water/cement ratio as defined in Article 1020.06 shall be a maximum of 0.42.

The air content as shot shall be 4.0 – 8.0 percent.

Note 5. In addition ASTM C 881, Type IV, Grade 2 or 3, Class A, B, or C may be used.

Note 6. Mechanical bar splicers shall be from the approved list of Mechanical Reinforcing Bar Splicers / Coupler Systems, and shall be capable of developing in tension at least 125 percent of the yield strength of the existing reinforcement bar.

Equipment. Equipment shall be according to Article 503.03 and the following.

Chipping Hammer – The chipping hammer for removing concrete shall be a light-duty pneumatic or electric tool with a 15 lb. (7 kg) maximum class or less.

Blast Cleaning Equipment – Blast cleaning equipment for concrete surface preparation shall be the abrasive type, and the equipment shall have oil traps.

Hydrodemolition Equipment – Hydrodemolition equipment for removing concrete shall be calibrated, and shall use water according to Section 1002.

High Performance Shotcrete Equipment – The batching, mixing, pumping, hose, nozzle, and auxiliary equipment shall be for the wet-mix shotcrete method, and shall meet the requirements of ACI 506R.

Construction Requirements

General. The repair methods shall be either formed concrete repair or shotcrete. The repair method shall be selected by the Contractor with the following rules.

- (a) Rule 1. For formed concrete repair, a subsequent patch to repair the placement point after initial concrete placement will not be allowed. As an example, this may occur in a vertical location located at the top of the repair.
- (b) Rule 2. Formed concrete repair shall not be used for overhead applications.
- (c) Rule 3. Shotcrete shall not be used for column repairs greater than 4 in. (100 mm) in depth, or any repair location greater than 8 in. (205 mm) in depth. The only exception to this rule would be for a horizontal application, where the shotcrete may be placed from above in one lift.
- (d) Rule 4. If formed concrete repair is used for locations that have reinforcement with less than 0.75 in. (19 mm) of concrete cover, the concrete mixture shall contain fly ash or ground granulated blast-furnace slag at the maximum cement replacement allowed.

Temporary Shoring or Cribbing. When a temporary shoring or cribbing support system is required, the Contractor shall provide details and computations, prepared and sealed by an Illinois licensed Structural Engineer, to the Department for review and approval. When ever possible the support system shall be installed prior to starting the associated concrete removal. If no system is specified, but during the course of removal the need for temporary shoring or cribbing becomes apparent or is directed by the Engineer due to a structural concern, the Contractor shall not proceed with any further removal work until an appropriate and approved support system is installed.

Concrete Removal. The Contractor shall provide ladders or other appropriate equipment for the Engineer to mark the removal areas. Repair configurations will be kept simple, and squared corners will be preferred. The repair perimeter shall be sawed a depth of 1/2 in. (13 mm) or less, as required to avoid cutting the reinforcement. Any cut reinforcement shall be repaired or replaced at the expense of the Contractor. If the concrete is broken or removed beyond the limits of the initial saw cut, the new repair perimeter shall be recut. The areas to be repaired shall have all loose, unsound concrete removed completely by the use of chipping hammers, hydrodemolition equipment, or other methods approved by the Engineer. The concrete removal shall extend along the reinforcement bar until the reinforcement is free of bond inhibiting corrosion. The outermost layer of reinforcement bar within the repair area shall be undercut to a depth of 3/4 in. (19 mm) or the diameter of the reinforcement bar, whichever value is larger. The underlying transverse reinforcement bar shall also be undercut as previously described, unless the reinforcement is not corroded, and the reinforcement bar is encased and well bonded to the surrounding concrete.

If sound concrete is encountered before existing reinforcement bars are exposed, further removal of concrete shall not be performed unless the minimum repair depth is not met.

The repair depth shall be a minimum of 1 in. (25 mm). The substrate profile shall be $\pm 1/16$ in. (± 1.5 mm). The perimeter of the repair area shall have a vertical face.

If a repair is located at the ground line, any excavation required below the ground line to complete the repair shall be included in this work.

The Contractor shall have a maximum of 14 calendar days to complete each repair location with concrete or shotcrete, once concrete removal has started for the repair.

The Engineer shall be notified of concrete removal that exceeds 6 in. (150 mm) in depth, one fourth the cross section of a structural member, more than half the vertical column reinforcement is exposed in a cross section, more than 6 consecutive reinforcement bars are exposed in any direction, within 1.5 in. (38 mm) of a bearing area, or other structural concern. Excessive deterioration or removal may require further evaluation of the structure or installation of temporary shoring and cribbing support system.

Surface Preparation. Prior to placing the concrete or shotcrete, the Contractor shall prepare the repair area and exposed reinforcement by blast cleaning. The blast cleaning shall provide a surface that is free of oil, dirt, and loose material.

If a succeeding layer of shotcrete is to be applied, the initial shotcrete surface and remaining exposed reinforcement shall be free of curing compound, oil, dirt, loose material, rebound (i.e. shotcrete material leaner than the original mixture which ricochets off the receiving surface), and overspray. Preparation may be by lightly brushing or blast cleaning if the previous shotcrete surface is less than 36 hours old. If more than 36 hours old, the surface shall be prepared by blast cleaning.

The repair area and perimeter vertical face shall have a rough surface. Care shall be taken to ensure the perimeter sawcut is roughened. Just prior to concrete or shotcrete placement, saturate the repair area with water to a saturated surface-dry condition. Any standing water shall be removed.

Concrete or shotcrete placement shall be done within 3 calendar days of the surface preparation or the repair area shall be prepared again.

Reinforcement. Exposed reinforcement bars shall be cleaned of concrete and corrosion by blast cleaning. After cleaning, all exposed reinforcement shall be carefully evaluated to determine if replacement or additional reinforcement bars are required.

Reinforcing bars that have been cut or have lost 25 percent or more of their original cross sectional area shall be supplemented by new in kind reinforcement bars. New bars shall be lapped a minimum of 32 bar diameters to existing bars. A mechanical bar splicer shall be used when it is not feasible to provide the minimum bar lap. No welding of bars shall be performed.

Intersecting reinforcement bars shall be tightly secured to each other using 0.006 in. (1.6 mm) or heavier gauge tie wire, and shall be adequately supported to minimize movement during concrete placement or application of shotcrete.

For reinforcement bar locations with less than 0.75 in. (19 mm) of cover, protective coat shall be applied to the completed repair. The application of the protective coat shall be according to Article 503.19, 2nd paragraph, except blast cleaning shall be performed to remove curing compound.

The Contractor shall anchor the new concrete to the existing concrete with 3/4 in. (19 mm) diameter hook bolts for all repair areas where the depth of concrete removal is greater than 8 in. (205 mm) and there is no existing reinforcement extending into the repair area. The hook bolts shall be spaced at 15 in. (380 mm) maximum centers both vertically and horizontally, and shall be a minimum of 12 in. (305 mm) away from the perimeter of the repair. The hook bolts shall be installed according to Section 584.

Repair Methods. All repair areas shall be inspected and approved by the Engineer prior to placement of the concrete or application of the shotcrete.

- (a) Formed Concrete Repair. Falsework shall be according to Article 503.05. Forms shall be according to Article 503.06. Formwork shall provide a smooth and uniform concrete finish, and shall approximately match the existing concrete structure. Formwork shall be mortar tight and closely fitted where they adjoin the existing concrete surface to prevent leakage. Air vents may be provided to reduce voids and improve surface appearance. The Contractor may use exterior mechanical vibration, as approved by the Engineer, to release air pockets that may be entrapped.

The concrete for formed concrete repair shall be a Class SI Concrete, or a packaged R1 or R2 Mortar with coarse aggregate added, or a packaged Normal Weight Concrete at the Contractor's option. The concrete shall be placed and consolidated according to Article 503.07. The concrete shall not be placed when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40 °F (4 °C). All repaired members shall be restored as close as practicable to their original dimensions.

Curing shall be done according to Article 1020.13.

If temperatures below 45°F (7°C) are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period.

The surfaces of the completed repair shall be finished according to Article 503.15.

- (b) Shotcrete. Shotcrete shall be tested by the Engineer for air content according to Illinois Modified AASHTO T 152. Obtain the sample in a damp, non-absorbent container from the discharge end of the nozzle.

For compressive strength of shotcrete, a 18 x 18 x 3.5 in. (457 x 457 x 89 mm) test panel shall be shot by the Contractor for testing by the Engineer. A steel form test panel shall have a minimum thickness of 3/16 in. (5 mm) for the bottom and sides. A wood form test panel shall have a minimum 3/4 in. (19 mm) thick bottom, and a minimum 1.5 in. (38 mm) thickness for the sides. The test panel shall be cured according to Article 1020.13 (a) (3) or (5) while stored at the jobsite and during delivery to the laboratory. After delivery to the laboratory for testing, curing and testing shall be according to ASTM C 1140.

The method of alignment control (i.e. ground wires, guide strips, depth gages, depth probes, and formwork) to ensure the specified shotcrete thickness and reinforcing bar cover is obtained shall be according to ACI 506R. Ground wires shall be removed after completion of cutting operations. Guide strips and formwork shall be of dimensions and a configuration that do not prevent proper application of shotcrete. Metal depth gauges shall be cut 1/4 in. (6 mm) below the finished surface. All repaired members shall be restored as close as practicable to their original dimensions.

For air temperature limits when applying shotcrete in cold weather, the first paragraph of Article 1020.14(b) shall apply. For hot weather, shotcrete shall not be applied when the air temperature is greater than 90°F (32°C).

The applied shotcrete shall have a minimum temperature of 50°F (10°C) and a maximum temperature of 90°F (32°C). The shotcrete shall not be applied during periods of rain unless protective covers or enclosures are installed. The shotcrete shall not be applied when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40°F (4°C). If necessary, lighting shall be provided to provide a clear view of the shooting area.

The shotcrete shall be applied according to ACI 506R, and shall be done in a manner that does not result in cold joints, laminations, sandy areas, voids, sags, or separations. In addition, the shotcrete shall be applied in a manner that results in maximum densification of the shotcrete. Shotcrete which is identified as being unacceptable while still plastic shall be removed and re-applied.

The nozzle shall normally be at a distance of 2 to 5 ft. (0.6 to 1.5 m) from the receiving surface, and shall be oriented at right angles to the receiving surface. Exceptions to this requirement will be permitted to fill corners, encase large diameter reinforcing bars, or as approved by the Engineer. For any exception, the nozzle shall never be oriented more than 45 degrees from the surface. Care shall be taken to keep the front face of the reinforcement bar clean during shooting operations. Shotcrete shall be built up from behind the reinforcement bar. Accumulations of rebound and overspray shall be continuously removed prior to application of new shotcrete. Rebound material shall not be incorporated in the work.

Whenever possible, shotcrete shall be applied to the full thickness in a single layer. The maximum thickness shall be 4 in. (100 mm) unless the shotcrete is applied from above on a horizontal surface, or a thicker application is approved by the Engineer. When two or more layers are required, the minimum number shall be used and shall be done in a manner without sagging or separation. A flash coat (i.e. a thin layer of up to 1/4 in. (6 mm) applied shotcrete) may be used as the final lift for overhead applications.

Prior to application of a succeeding layer of shotcrete, the initial layer of shotcrete shall be prepared according to the surface preparation and reinforcement bar cleaning requirements. Upon completion of the surface preparation and reinforcement bar treatment, water shall be applied according to the surface preparation requirements unless the surface is moist. The second layer of shotcrete shall then be applied within 30 minutes.

Shotcrete shall be cut back to line and grade using trowels, cutting rods, screeds or other suitable devices. The shotcrete shall be allowed to stiffen sufficiently before cutting. Cutting shall not cause cracks or delaminations in the shotcrete. For depressions, cut material may be used for small areas. Rebound material shall not be incorporated in the work. For the final finish, a wood float shall be used to approximately match the existing concrete texture. All repaired members shall be restored as close as practicable to their original dimensions.

Contractor operations for curing shall be continuous with shotcrete placement and finishing operations. The Engineer may require modification of operations to ensure satisfactory results are obtained. Cotton mats shall be applied according to Article 1020.13(a)(5) except the exposed layer of shotcrete shall be covered within 10 minutes after finishing, and wet curing shall begin immediately. As an alternative to this method, Type I curing compound shall be applied according to Article 1020.13(a)(4) within 10 minutes and moist curing with cotton mats shall begin within 3 hours.

For overhead applications where the final shotcrete layer has been applied, the Contractor has the option to use Type I curing compound in lieu of the cotton mats. Note 5 of the Index Table in Article 1020.13 shall apply to the membrane curing method. The curing compound shall be applied according to Article 1020.13(a)(4).

When a shotcrete layer is to be covered by a succeeding shotcrete layer within 36 hours, the repair area shall be protected with intermittent hand fogging, or wet curing with either burlap or cotton mats shall begin within 10 minutes. Intermittent hand fogging may be used only for the first hour. Thereafter, wet curing with burlap or cotton mats shall be used until the succeeding shotcrete layer is applied. Intermittent hand fogging may be extended to the first hour and a half if the succeeding shotcrete layer is applied by the end of this time.

The curing period shall be for 7 days, except when there is a succeeding layer of shotcrete. In this instance, the initial shotcrete layer shall be cured until the surface preparation and reinforcement bar treatment is started.

If temperatures below 45°F (7°C) are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period

Inspection of Completed Work. The Contractor shall provide ladders or other appropriate equipment for the Engineer to inspect the repaired areas. After curing but no sooner than 28 days after placement of concrete or shooting of shotcrete, the repair shall be examined for conformance with original dimensions, cracks, voids, and delaminations. Sounding for delaminations will be done with a hammer or by other methods determined by the Engineer.

The repaired area shall be removed and replaced, as determined by the Engineer, for nonconformance with original dimensions, surface cracks greater than 0.01 in. (0.25 mm) in width, map cracking with a crack spacing in any direction of 18 in. (0.45 m) or less, voids, or delaminations.

If a nonconforming repair is allowed to remain in place, cracks 0.01 in. (0.25 mm) or less shall be repaired with epoxy according to Section 590. For cracks less than 0.007 in. (2 mm), the epoxy may be applied to the surface of the crack. Voids shall be repaired according to Article 503.15.

Publications and Personnel Requirements. The Contractor shall provide a current copy of ACI 506R to the Engineer a minimum of one week prior to start of construction.

The shotcrete personnel who perform the work shall have current American Concrete Institute (ACI) nozzlemen certification for vertical wet and overhead wet applications, except one individual may be in training. This individual shall be adequately supervised by a certified ACI nozzlemen as determined by the Engineer. A copy of the nozzlemen certificate(s) shall be given to the Engineer.

Method of Measurement. This work will be measured for payment in place and the area computed in square feet (square meters). For a repair at a corner, both sides will be measured.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN. (125 MM), STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN. (125 MM).

When not specified to be paid for elsewhere, the work to design, install, and remove the temporary shoring and cribbing will be paid for according to Article 109.04.

With the exception of reinforcement damaged by the Contractor during removal, the furnishing and installation of supplemental reinforcement bars, mechanical bar splicers, hook bolts, and protective coat will be paid according to Article 109.04.

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

Effective: August 1, 2007

Revised: January 1, 2009

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

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department’s Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.

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

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

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

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

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

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

Effective: January 1, 2009

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

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

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

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

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

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

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

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

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

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

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

- 1) Class F Fly Ash. For Class PC concrete, precast products, and PS concrete, Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

- 2) Class C Fly Ash. For Class PC Concrete, precast products, and Class PS concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.
- 3) Ground Granulated Blast-Furnace Slag. For Class PC concrete, precast products, and Class PS concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.
- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

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

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

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

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

APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS (BDE)

Effective: November 1, 2008

Revised: November 1, 2010

Replace the first paragraph of Article 107.22 of the Standard Specifications with the following:

“All proposed borrow areas, including commercial borrow areas; use areas, including, but not limited to temporary access roads, detours, runarounds, plant sites, and staging and storage areas; and/or waste areas are to be designated by the Contractor to the Engineer and approved prior to their use. Such areas outside the State of Illinois shall be evaluated, at no additional cost to the Department, according to the requirements of the state in which the area lies; and approval by the authority within that state having jurisdiction for such areas shall be forwarded to the Engineer. Such areas within Illinois shall be evaluated as described herein.

A location map delineating the proposed borrow area, use area, and/or waste area shall be submitted to the Engineer for approval along with an agreement from the property owner granting the Department permission to enter the property and conduct cultural and biological resource reconnaissance surveys of the site for archaeological resources, threatened or endangered species or their designated essential habitat, wetlands, prairies, and savannahs. The type of location map submitted shall be a topographic map, a plat map, or a 7.5 minute quadrangle map. Submittals shall include the intended use of the site and provide sufficient detail for the Engineer to determine the extent of impacts to the site. The Engineer will initiate cultural and biological resource reconnaissance surveys of the site, as necessary, at no cost to the Contractor. The Engineer will advise the Contractor of the expected time required to complete all surveys. If the proposed area is within 150 ft (45 m) of the highway right-of-way, a topographic map of the proposed site will be required as specified in Article 204.02.”

CEMENT (BDE)

Effective: January 1, 2007

Revised: April 1, 2011

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 AASHTO M 85, and shall meet the standard physical and chemical requirements.

The Contractor has the option to use any type of portland cement listed in AASHTO M 85 unless a specific cement is specified for a construction item. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

- (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 AASHTO M 240 and shall meet the standard physical and chemical requirements. The Contractor has the option to use portland-pozzolan cement unless a specific cement is specified for a construction item. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust. The pozzolan constituent for Type IP using Class F fly ash shall be a maximum of 25 percent of the weight (mass) of the portland-pozzolan cement. The pozzolan constituent for Type IP using Class C fly ash shall be a maximum of 30 percent of the weight (mass) of the portland-pozzolan cement. The pozzolan constituent for Type IP using microsilica or high-reactivity metakaolin shall be a maximum of ten percent. The pozzolan constituent for Type IP using other materials shall have the approval of the Engineer.

Portland-pozzolan cement may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.

- (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 AASHTO M 240 and shall meet the standard physical and chemical requirements. The Contractor has the option to use portland blast-furnace slag cement unless a specific cement is specified for a construction item. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust. The blast-furnace slag constituent for Type IS shall be a maximum of 35 percent of the weight (mass) of the portland blast-furnace slag cement.

Portland blast-furnace slag cement may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.

- (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 AASHTO T 131.
- (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified AASHTO T 106.
- (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.

(e) Calcium Aluminate Cement. Calcium aluminate cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to AASHTO M 85, except the time of setting shall not apply. The chemical requirements shall be determined according to AASHTO T 105 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_3), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

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

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

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

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

“(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range.

The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays.”

Revise Section 1021 of the Standard Specifications to read:

“SECTION 1021. CONCRETE ADMIXTURES

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent lab. All other information in ASTM C 1582 shall be from an independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m).

The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall be according to AASHTO M 154.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

1021.04 Accelerating Admixtures. The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

1021.05 Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

1021.06 Rheology-Controlling Admixture. The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

(a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).

(b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582.”

CONCRETE MIX DESIGNS (BDE)

Effective: April 1, 2009

Add the following to Article 1020.05(c) of the Standard Specifications:

“(5) Performance Based Finely Divided Mineral Combination. For Class PV and SI concrete a performance based finely divided mineral combination may be used. The minimum cement factor, maximum cement factor, and water cement ratio of Article 1020.04 shall be replaced with the values below, and the performance based finely divided mineral combination herein is an alternative to Articles 1020.05(c)(1), (c)(2), (c)(3), and (c)(4). The mix design shall meet the following requirements and the Engineer may request a trial batch.

- a. The mixture shall contain a minimum of 375 lbs/cu yd (222 kg/cu m) of portland cement. For a blended cement, a sufficient amount shall be used to obtain the required 375 lbs/cu yd (222 kg/cu m) of portland cement in the mixture. For example, a blended cement stated to have 20 percent finely divided mineral, ignoring any ASTM C 595 tolerance on the 20 percent, would require a minimum of 469 lbs/cu yd (278 kg/cu m) of material in the mixture. When the mixture is designed for cement content from 375 lbs/cu yd (222 kg/cu m) to 400 lbs/cu yd (237 kg/cu m), the total of organic processing additions, inorganic processing additions, and limestone addition in the cement shall not exceed 5.0 percent.
- b. The mixture shall contain a maximum of two finely divided minerals. The finely divided mineral in a blended cement shall count toward the total number of finely divided minerals allowed. The finely divided mineral(s) shall constitute a maximum of 35.0 percent of the total cement plus finely divided mineral(s). The fly ash portion shall not exceed 30.0 percent for Class C fly ash or 25.0 percent for Class F fly ash. The Class C and F fly ash combination shall not exceed 30.0 percent.

The ground granulated blast-furnace slag portion shall not exceed 35.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed 5.0 percent. The finely divided mineral in the blended cement shall apply to the maximum 35.0 percent, and shall be determined as discussed in a. above for determining portland cement in blended cement.

- c. For central mixed Class PV and SI concrete, the mixture shall contain a minimum of 535 lbs/cu yd (320 kg/cu m) of cement and finely divided mineral(s) summed together, and a water-reducing admixture shall be used. The value shall be 565 lbs/cu yd (335 kg/cu m) without a water-reducing admixture.

For truck mixed or shrink mixed Class PV and SI concrete, the mixture shall contain a minimum of 575 lbs/cu yd (345 kg/cu m) of cement and finely divided mineral(s) summed together, and a water-reducing admixture shall be used. The value shall be 605 lbs/cu yd (360 kg/cu m) without a water-reducing admixture.

- d. The mixture shall contain a maximum of 705 lbs/cu yd (418 kg/cu m) of cement and finely divided mineral(s) summed together.
- e. The mixture shall have a water/cement ratio of 0.32 – 0.44.
- f. The mixture shall not be used for placement underwater.
- g. The combination of cement and finely divided mineral(s) shall have an ASTM C 1567 expansion value ≤ 0.16 percent, and shall be performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly.

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

- 1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.
- 2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/otag/retrofit/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verde/verdev.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer.

Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

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

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: July 1, 2009

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

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

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

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

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

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

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

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

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

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

CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

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

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).

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

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

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

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

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

DETERMINATION OF THICKNESS (BDE)

Effective: April 1, 2009

Revise Articles 353.12 and 353.13 of the Standard Specifications to Articles 353.13 and 353.14 respectively.

Add the following Article to the Standard Specifications:

“353.12 Tolerance in Thickness. The thickness of base course pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction, bike paths, and individual locations less than 500 ft (150 m) long, will be evaluated. Temporary construction is defined as those areas constructed and removed under the same contract. If the base course cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course thickness.

The procedure described in Article 407.10(b) will be followed, except the option of correcting deficient pavement with additional lift(s) shall not apply.”

Revise Article 354.09 of the Standard Specifications to read:

“**354.09 Tolerance in Thickness.** The thickness of base course widening pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 3 ft (1 m) wide or 1000 ft (300 m) long, will be evaluated. Temporary construction is defined as those areas constructed and removed under the same contract. If the base course widening cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course widening thickness.

The procedure described in Article 407.10(b) will be followed, except:

- (a) The width of a unit shall be the width of the widening along one edge of the pavement.
- (b) The length of the unit shall be 1000 ft (300 m).
- (c) The option of correcting deficient pavement with additional lift(s) shall not apply.”

Revise Article 355.09 of the Standard Specifications to read:

“**355.09 Tolerance in Thickness.** The thickness of HMA base course pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 500 ft (150 m) long, will be evaluated according to Article 407.10(b). Temporary construction is defined as those areas constructed and removed under the same contract. If the base course cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course thickness.”

Revise Article 356.07 of the Standard Specifications to read:

“**356.07 Tolerance in Thickness.** The thickness of HMA base course widening pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 3 ft (1 m) wide or 1000 ft (300 m) long, will be evaluated according to Article 407.10(b) except, the width of a unit shall be the width of the widening along one edge of the pavement and the length of a unit shall be 1000 ft (300 m). Temporary locations are defined as those constructed and removed under the same contract. If the base course widening cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s) and subtract them from the measured core thickness to determine the base course widening thickness.”

Revise Article 407.10 of the Standard Specifications to read:

“**407.10 Tolerance in Thickness.** Determination of pavement thickness shall be performed after the pavement surface tests and corrective action have been completed according to Article 407.09. Pay adjustments made for pavement thickness will be in addition to and independent of those made for pavement smoothness. Pavement pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous pavement shall be evaluated with the following exclusions: temporary pavements; variable width pavements; radius returns; short lengths of contiguous pavements less than 500 ft (125 m) in length; and constant width portions of turn lanes less than 500 ft (125 m) in length.

Temporary pavements are defined as pavements constructed and removed under the same contract.

The method described in Article 407.10(a), shall be used except for those pavements constructed in areas where access to side streets and entrances necessitates construction in segments less than 1000 ft (300 m). The method described in Article 407.10(b) shall be used in areas where access to side streets and entrances necessitates construction in segments less than 1000 ft (300 m).

(a) Percent Within Limits. The percent within limits (PWL) method shall be as follows.

- (1) Lots and Sublots. The pavement will be divided into approximately equal lots of not more than 5000 ft (1500 m) in length. When the length of a continuous strip of pavement is 500 ft (150 m) or greater but less than 5000 ft (1500 m), these short lengths of pavement, ramps, turn lanes, and other short sections of continuous pavement will be grouped together to form lots approximately 5000 ft (1500 m) in length. Short segments between structures will be measured continuously with the structure segments omitted. Each lot will be subdivided into ten equal sublots. The width of a subplot and lot will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.
- (2) Cores. Cores 2 in. (50 mm) in diameter shall be taken from the pavement by the Contractor, at locations selected by the Engineer. The exact location for each core will be selected at random, but will result in one core per subplot. Core locations will be specified prior to beginning the coring operations.

The Contractor and the Engineer shall witness the coring operations, as well as the measuring and recording of the core lengths. The cores will be measured with a device supplied by the Department immediately upon removal from the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples shall be disposed of according to Article 202.03.

Upon completion of each core, all water shall be removed from the hole and the hole then filled with a rapid hardening mortar or concrete. The material shall be mixed in a separate container, placed in the hole, consolidated by rodding, and struck-off flush with the adjacent pavement.

- (3) Deficient Sublot. When the length of the core in a subplot is deficient by more than ten percent of plan thickness, the Contractor may take three additional cores within that subplot at locations selected at random by the Engineer. If the Contractor chooses not to take additional cores, the pavement in that subplot shall be removed and replaced.

When the three additional cores are taken, the length of those cores will be averaged with the original core length. If the average shows the subplot to be deficient by ten percent or less, no additional action is necessary. If the average shows the subplot to be deficient by more than ten percent, the pavement in that subplot shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such deficient sublots to remain in place.

For deficient sublots allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When a deficient subplot is removed and replaced, or additional lifts are placed, the corrected subplot shall be retested for thickness. The length of the new core taken in the subplot will be used in determining the PWL for the lot.

When a deficient subplot is left in place, and no additional lift(s) are placed, no payment will be made for the deficient subplot. The length of the original core taken in the subplot will be used in determining the PWL for the lot.

- (4) Deficient Lot. After addressing deficient sublots, the PWL for each lot will be determined. When the PWL of a lot is 60 percent or less, the pavement in that lot shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such deficient lots to remain in place. For deficient lots allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When a deficient lot is removed and replaced, or additional lifts are placed, the corrected lot shall be retested for thickness. The PWL for the lot will then be recalculated based upon the new cores; however, the pay factor for the lot shall be a maximum of 100 percent.

When a deficient lot is left in place, and no additional lift(s) are placed, the PWL for the lot will not be recalculated.

- (5) Right of Discovery. When the Engineer has reason to believe the random core selection process will not accurately represent the true conditions of the work, he/she may order additional cores. The additional cores shall be taken at specific locations determined by the Engineer. The Engineer will provide notice to the Contractor containing an explanation of the reasons for his/her action. The need for, and location of, additional cores will be determined prior to commencement of coring operations.

When the additional cores show the pavement to be deficient by more than ten percent of plan thickness, more additional cores shall be taken to determine the limits of the deficient pavement and that area shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such areas of deficient pavement to remain in place. The area of deficient pavement will be defined using the length between two acceptable cores and the full width of the subplot. An acceptable core is a core with a length of at least 90 percent of plan thickness.

For deficient areas allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s).

The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When an area of deficient pavement is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness.

When an area of deficient pavement is left in place, and no additional lift(s) are placed, no payment will be made for the deficient pavement.

When the additional cores show the pavement to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04.

(6) Profile Index Adjustment. After any area of pavement is removed and replaced or any additional lifts are placed, the corrected areas shall be retested for pavement smoothness and any necessary profile index adjustments and/or corrections will be made based on these final profile readings prior to retesting for thickness.

(7) Determination of PWL. The PWL for each lot will be determined as follows.

Definitions:

- x_i = Individual values (core lengths) under consideration
- n = Number of individual values under consideration (10 per lot)
- \bar{x} = Average of the values under consideration
- LSL = Lower Specification Limit (98% of plan thickness)
- Q_L = Lower Quality Index
- s = Sample Standard Deviation
- PWL = Percent Within Limits

Determine \bar{x} for the lot to the nearest two decimal places.

Determine s for the lot to the nearest three decimal places using:

$$s = \sqrt{\frac{\sum(x_i - \bar{x})^2}{n-1}} \quad \text{where} \quad \sum(x_i - \bar{x})^2 = (x_1 - \bar{x})^2 + (x_2 - \bar{x})^2 + \dots + (x_{10} - \bar{x})^2$$

Determine Q_L for the lot to the nearest two decimal places using:

$$Q_L = \frac{(\bar{x} - LSL)}{s}$$

Determine PWL for the lot using the Q_L and the following table. For Q_L values less than zero the value shown in the table must be subtracted from 100 to obtain PWL.

(8) Pay Factors. The pay factor (PF) for each lot will be determined, to the nearest two decimal places, using:

$$PF \text{ (in percent)} = 55 + 0.5 (PWL)$$

If \bar{x} for a lot is less than the plan thickness, the maximum PF for that lot shall be 100 percent.

- (9) Payment. Payment of incentive or disincentive for pay items subject to the PWL method will be calculated using:

$$\text{Payment} = (((\text{TPF}/100)-1) \times \text{CUP}) \times (\text{TOTPAVT} - \text{DEFPAVT})$$

TPF = Total Pay Factor

CUP = Contract Unit Price

TOTPAVT = Area of Pavement Subject to Coring

DEFPAVT = Area of Deficient Pavement

The TPF for the pavement shall be the average of the PF for all the lots; however, the TPF shall not exceed 102 percent.

Area of Deficient pavement (DEFPAVT) is defined as an area of pavement represented by a subplot deficient by more than ten percent which is left in place with no additional thickness added.

Area of Pavement Subject to Coring (TOTPAVT) is defined as those pavement areas included in lots for pavement thickness determination.

PERCENT WITHIN LIMITS							
Quality Index (Q _L)*	Percent Within Limits (PWL)	Quality Index (Q _L)*	Percent Within Limits (PWL)	Quality Index (Q _L)*	Percent Within Limits (PWL)	Quality Index (Q _L)*	Percent Within Limits (PWL)
0.00	50.00	0.40	65.07	0.80	78.43	1.20	88.76
0.01	50.38	0.41	65.43	0.81	78.72	1.21	88.97
0.02	50.77	0.42	65.79	0.82	79.02	1.22	89.17
0.03	51.15	0.43	66.15	0.83	79.31	1.23	89.38
0.04	51.54	0.44	66.51	0.84	79.61	1.24	89.58
0.05	51.92	0.45	66.87	0.85	79.90	1.25	89.79
0.06	52.30	0.46	67.22	0.86	80.19	1.26	89.99
0.07	52.69	0.47	67.57	0.87	80.47	1.27	90.19
0.08	53.07	0.48	67.93	0.88	80.76	1.28	90.38
0.09	53.46	0.49	68.28	0.89	81.04	1.29	90.58
0.10	53.84	0.50	68.63	0.90	81.33	1.30	90.78
0.11	54.22	0.51	68.98	0.91	81.61	1.31	90.96
0.12	54.60	0.52	69.32	0.92	81.88	1.32	91.15
0.13	54.99	0.53	69.67	0.93	82.16	1.33	91.33
0.14	55.37	0.54	70.01	0.94	82.43	1.34	91.52
0.15	55.75	0.55	70.36	0.95	82.71	1.35	91.70
0.16	56.13	0.56	70.70	0.96	82.97	1.36	91.87
0.17	56.51	0.57	71.04	0.97	83.24	1.37	92.04
0.18	56.89	0.58	71.38	0.98	83.50	1.38	92.22
0.19	57.27	0.59	71.72	0.99	83.77	1.39	92.39
0.20	57.65	0.60	72.06	1.00	84.03	1.40	92.56
0.21	58.03	0.61	72.39	1.01	84.28	1.41	92.72
0.22	58.40	0.62	72.72	1.02	84.53	1.42	92.88
0.23	58.78	0.63	73.06	1.03	84.79	1.43	93.05
0.24	59.15	0.64	73.39	1.04	85.04	1.44	93.21
0.25	59.53	0.65	73.72	1.05	85.29	1.45	93.37
0.26	59.90	0.66	74.04	1.06	85.53	1.46	93.52
0.27	60.28	0.67	74.36	1.07	85.77	1.47	93.67
0.28	60.65	0.68	74.69	1.08	86.02	1.48	93.83
0.29	61.03	0.69	75.01	1.09	86.26	1.49	93.98
0.30	61.40	0.70	75.33	1.10	86.50	1.50	94.13
0.31	61.77	0.71	75.64	1.11	86.73	1.51	94.27
0.32	62.14	0.72	75.96	1.12	86.96	1.52	94.41
0.33	62.51	0.73	76.27	1.13	87.20	1.53	94.54
0.34	62.88	0.74	76.59	1.14	87.43	1.54	94.68
0.35	63.25	0.75	76.90	1.15	87.66	1.55	94.82
0.36	63.61	0.76	77.21	1.16	87.88	1.56	94.95
0.37	63.98	0.77	77.51	1.17	88.10	1.57	95.08
0.38	64.34	0.78	77.82	1.18	88.32	1.58	95.20
0.39	64.71	0.79	78.12	1.19	88.54	1.59	95.33

*For Q_L values less than zero, subtract the table value from 100 to obtain PWL

PERCENT WITHIN LIMITS (continued)					
Quality Index (Q _L)*	Percent Within Limits (PWL)	Quality Index (Q _L)*	Percent Within Limits (PWL)	Quality Index (Q _L)*	Percent Within Limits (PWL)
1.60	95.46	2.00	98.83	2.40	99.89
1.61	95.58	2.01	98.88	2.41	99.90
1.62	95.70	2.02	98.92	2.42	99.91
1.63	95.81	2.03	98.97	2.43	99.91
1.64	95.93	2.04	99.01	2.44	99.92
1.65	96.05	2.05	99.06	2.45	99.93
1.66	96.16	2.06	99.10	2.46	99.94
1.67	96.27	2.07	99.14	2.47	99.94
1.68	96.37	2.08	99.18	2.48	99.95
1.69	96.48	2.09	99.22	2.49	99.95
1.70	96.59	2.10	99.26	2.50	99.96
1.71	96.69	2.11	99.29	2.51	99.96
1.72	96.78	2.12	99.32	2.52	99.97
1.73	96.88	2.13	99.36	2.53	99.97
1.74	96.97	2.14	99.39	2.54	99.98
1.75	97.07	2.15	99.42	2.55	99.98
1.76	97.16	2.16	99.45	2.56	99.98
1.77	97.25	2.17	99.48	2.57	99.98
1.78	97.33	2.18	99.50	2.58	99.99
1.79	97.42	2.19	99.53	2.59	99.99
1.80	97.51	2.20	99.56	2.60	99.99
1.81	97.59	2.21	99.58	2.61	99.99
1.82	97.67	2.22	99.61	2.62	99.99
1.83	97.75	2.23	99.63	2.63	100.00
1.84	97.83	2.22	99.66	2.64	100.00
1.85	97.91	2.25	99.68	≥ 2.65	100.00
1.86	97.98	2.26	99.70		
1.87	98.05	2.27	99.72		
1.88	98.11	2.28	99.73		
1.89	98.18	2.29	99.75		
1.90	98.25	2.30	99.77		
1.91	98.31	2.31	99.78		
1.92	98.37	2.32	99.80		
1.93	98.44	2.33	99.81		
1.94	98.50	2.34	99.83		
1.95	98.56	2.35	99.84		
1.96	98.61	2.36	99.85		
1.97	98.67	2.37	99.86		
1.98	98.72	2.38	99.87		
1.99	98.78	2.39	99.88		

*For Q_L values less than zero, subtract the table value from 100 to obtain PWL

(b) Minimum Thickness. The minimum thickness method shall be as follows.

(1) Length of Units. The length of a unit will be a continuous strip of pavement 500 ft (150 m) in length.

(2) Width of Units. The width of a unit will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.

- (3) Thickness Measurements. Pavement thickness will be based on 2 in. (50 mm) diameter cores.

Cores shall be taken from the pavement by the Contractor at locations selected by the Engineer. When determining the thickness of a unit, one core shall be taken in each unit.

The Contractor and the Engineer shall witness the coring operations, as well as the measuring and recording of the cores. Core measurements will be determined immediately upon removal from the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples may be disposed of according to Article 202.03.

Upon completion of each core, all water shall be removed from the hole and the hole then filled with a rapid hardening mortar or concrete. The material shall be mixed in a separate container, placed in the hole, consolidated by rodding, and struck-off flush with the adjacent pavement.

- (4) Unit Deficient in Thickness. In considering any portion of the pavement that is deficient, the entire limits of the unit will be used in computing the deficiency or determining the remedial action required.
- (5) Thickness Equals or Exceeds Specified Thickness. When the thickness of a unit equals or exceeds the specified plan thickness, payment will be made at the contract unit price per square yard (square meter) for the specified thickness.
- (6) Thickness Deficient by Ten Percent or Less. When the thickness of a unit is less than the specified plan thickness by ten percent or less, a deficiency deduction will be assessed against payment for the item involved. The deficiency will be a percentage of the contract unit price as given in the following table.

Percent Deficiency (of Plan Thickness)	Percent Deduction (of Contract Unit Price)
0.0 to 2.0	0
2.1 to 3.0	20
3.1 to 4.0	28
4.1 to 5.0	32
5.1 to 7.5	43
7.6 to 10.0	50

- (7) Thickness Deficient by More than Ten Percent. When a core shows the pavement to be deficient by more than ten percent of plan thickness, additional cores shall be taken on each side of the deficient core, at stations selected by the Contractor and offsets selected by the Engineer, to determine the limits of the deficient pavement. No core shall be located within 5 ft (1.5 m) of a previous core obtained for thickness determination. The first acceptable core obtained on each side of a deficient core will be used to determine the length of the deficient pavement. An acceptable core is a core with a thickness of at least 90 percent of plan thickness. The area of deficient pavement will be defined using the length between two acceptable cores and the full width of the unit.

The area of deficient pavement shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such areas of deficient pavement to remain in place. For deficient areas allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When an area of deficient pavement is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness. The thickness of the new core will be used to determine the pay factor for the corrected area.

When an area of deficient pavement is left in place, and no additional lift(s) are placed, no payment will be made for the deficient pavement. In addition, an amount equal to two times the contract cost of the deficient pavement will be deducted from the compensation due the Contractor.

The thickness of the first acceptable core on each side of the core more than ten percent deficient will be used to determine any needed pay adjustments for the remaining areas on each side of the area deficient by more than ten percent. The pay adjustment will be determined according to Article 407.10(b)(6).

- (8) Right of Discovery. When the Engineer has reason to believe any core location does not accurately represent the true conditions of the work, he/she may order additional cores. These additional cores shall be taken at specific locations determined by the Engineer. The Engineer will provide notice to the Contractor containing an explanation of the reasons for his/her action.

When the additional cores show the pavement to be deficient by more than ten percent of plan thickness, the procedures outlined in Article 407.10(b)(7) shall be followed, except the Engineer will determine the additional core locations.

When the additional cores, ordered by the Engineer, show the pavement to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04.

- (9) Profile Index Adjustment. After any area of pavement is removed and replaced or any additional lifts are added, the corrected areas shall be retested for pavement smoothness and any necessary profile index adjustments and/or corrections will be made based on these final profile readings prior to retesting for thickness.”

Revise Article 482.06 of the Standard Specifications to read:

“482.06 Tolerance in Thickness. The shoulder shall be constructed to the thickness shown on the plans. When the contract includes square yards (square meters) as the unit of measurement for HMA shoulder, thickness determinations shall be made according to Article 407.10(b)(3) and the following.

- (a) Length of the Units. The length of a unit shall be a continuous strip of shoulder 2500 ft (750 m) long.

- (b) Width of the Units. The width of the unit shall be the full width of the shoulder.
- (c) Thickness Deficient by More than Ten Percent. When a core shows the shoulder to be deficient by more than ten percent of plan thickness, additional cores shall be taken on each side of the deficient core, at stations selected by the Contractor and offsets selected by the Engineer, to determine the limits of the deficient shoulder. No core shall be located within 5 ft (1.5 m) of a previous core obtained for thickness determination. The first acceptable core obtained on each side of a deficient core will be used to determine the length of the deficient shoulder. An acceptable core is a core with a thickness of at least 90 percent of plan thickness. The area of deficient shoulder will be defined using the length between two acceptable cores and the full width of the unit. The area of deficient shoulder shall be brought to specified thickness by the addition of the applicable mixture, at no additional cost to the Department and subject to the lift thickness requirements of Article 312.05, or by removal and replacement with a new mixture. However, the surface elevation of the completed shoulder shall not exceed by more than 1/8 in. (3 mm) the surface elevation of the adjacent pavement. When requested in writing by the Contractor, the Engineer may permit in writing such thin shoulder to remain in place. When an area of thin shoulder is left in place, and no additional lift(s) are placed, no payment will be made for the thin shoulder. In addition, an amount equal to two times the contract unit price of the shoulder will be deducted from the compensation due the Contractor.

When an area of deficient shoulder is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness.

- (d) Right of Discovery. When the Engineer has reason to believe any core location does not accurately represent the true conditions of the work, he/she may order additional cores. When the additional cores, ordered by the Engineer, show the shoulder to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04. When the additional core shows the shoulder to be less than 90 percent of plan thickness, the procedure in (c), above shall be followed.”

Revise Article 483.07 of the Standard Specifications to read:

“483.07 Tolerance in Thickness. The shoulder shall be constructed to the thickness shown on the plans. Thickness determinations shall be made according to Article 482.06 except the option of correcting deficient pavement with additional lift(s) shall not apply.”

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: January 1, 2011

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **15.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

DBE LOCATOR REFERENCES. Bidders may consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting.

Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

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

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (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. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state 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) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the 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 apparent successful 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 the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of 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 determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be 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 documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies.

In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.

After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (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) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original 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 original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award;
or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.

- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) 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. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (h) 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 therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.
- (i) 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.
- (j) 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.

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

“Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).”

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: $0.5 \times (\text{FHWA hourly rate} - \text{EOC})$.

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

- b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used.”

FLAGGER AT SIDE ROADS AND ENTRANCES (BDE)

Effective: April 1, 2009

Revise the second paragraph of Article 701.13(a) of the Standard Specifications to read:

“The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer.”

Revise the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

“Signs, barricades, or other traffic control devices required by the Engineer over and above those specified will be paid for according to Article 109.04. All flaggers required at side roads and entrances remaining open to traffic including those that are shown on the Highway Standards and/or additional barricades required by the Engineer to close side roads and entrances will be paid for according to Article 109.04.”

FRICTION AGGREGATE (BDE)

Effective: January 1, 2011

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- “(4)Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
- a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
 - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase.”

Revise Article 1004.03(a) of the Standard Specifications to read:

“**1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed	
HMA All Other	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete	
HMA High ESAL Low ESAL	Binder IL-25.0, IL-19.0, or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination:</u> Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}	
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-12.5,IL-9.5, or IL-9.5L SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination:</u> Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	
HMA High ESAL	D Surface and Leveling Binder IL-12.5 or IL-9.5 SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination:</u> Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{5/} Crushed Steel Slag ^{4/ 5/} Crushed Concrete ^{3/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
75% Limestone	Crushed Slag (ACBF) ^{5/} or Crushed Sandstone		

HMA High ESAL	E Surface IL-12.5 or IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination:</u> Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{5/} Crushed Steel Slag ^{5/} Crushed Concrete ^{3/} No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF) ^{5/} , Crushed Steel Slag ^{5/} , or Crystalline Crushed Stone
75% Crushed Gravel or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF) ^{5/} , or Crushed Steel Slag ^{5/}		
HMA High ESAL	F Surface IL-12.5 or IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination:</u> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{5/} Crushed Steel Slag ^{5/} No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel, Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF) ^{5/} , Crushed Steel Slag ^{5/} , or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When either slag is used, the blend percentages listed shall be by volume."

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

Effective: January 1, 2008

Revise Article 407.08 of the Standard Specifications to read:

“407.08 Hauling on the Partially Completed Full-Depth Pavement. Legally loaded trucks will be permitted on the partially completed full-depth HMA pavement only to deliver HMA mixture to the paver, provided the last lift has cooled a minimum of 12 hours. Hauling shall be limited to the distances shown in the following tables.

The pavement surface temperature shall be measured using an infrared gun. The use of water to cool the pavement to permit hauling will not be allowed. The Contractor's traffic pattern shall minimize hauling on the partially completed pavement and shall vary across the width of the pavement such that "tracking" of vehicles, one directly behind the other, does not occur.

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

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

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

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

HOT-MIX ASPHALT – ANTI-STRIPPING ADDITIVE (BDE)

Effective: November 1, 2009

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

“(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified AASHTO T 283. To be considered acceptable by the Department as a mixture not susceptible to stripping, the conditioned to unconditioned split tensile strength ratio (TSR) shall be equal to or greater than 0.85 for 6 in. (150 mm) specimens. Mixtures, either with or without an additive, with TSRs less than 0.85 for 6 in. (150 mm) specimens will be considered unacceptable. Also, the conditioned tensile strength for mixtures containing an anti-strip additive shall not be lower than the original conditioned tensile strength determined for the same mixture without the anti-strip additive.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option.”

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

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

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

“Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm), from each pavement edge. (i.e. for a 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location.”

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0%	90.0%
IL-9.5, IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%”

HOT-MIX ASPHALT – DROP-OFFS (BDE)

Effective: January 1, 2010

Revise the third paragraph of Article 701.07 of the Standard Specifications to read:

“At locations where construction operations result in a differential in elevation exceeding 3 in. (75 mm) between the edge of pavement or edge of shoulder within 3 ft (900 mm) of the edge of the pavement and the earth or aggregate shoulders, Type I or II barricades or vertical panels shall be placed at 100 ft (30 m) centers on roadways where the posted speed limit is 45 mph or greater and at 50 ft (15 m) centers on roadways where the posted speed limit is less than 45 mph.”

HOT-MIX ASPHALT - FINE AGGREGATE (BDE)

Effective: April 1, 2010

Add the following to the gradation tables of Article 1003.01(c) of the Standard Specifications:

"FINE AGGREGATE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	3/8	No. 4	No. 8	No. 16	No. 200
FA 22	100	6/	6/	8±8	2±2

FINE AGGREGATE GRADATIONS (Metric)					
Grad No.	Sieve Size and Percent Passing				
	9.5 mm	4.75 mm	2.36 mm	1.18 mm	75 µm
FA 22	100	6/	6/	8±8	2±2

6/ For the fine aggregate gradation FA 22, the aggregate producer shall set the midpoint percent passing, and the Department will apply a range of ± ten percent. The midpoint shall not be changed without Department approval.”

Revise Article 1003.03(a) of the Standard Specifications to read:

“(a) Description. Fine aggregate for HMA shall consist of sand, stone sand, chats, slag sand, or steel slag sand. For gradation FA 22, uncrushed material will not be permitted.”

Revise Article 1003.03(c) of the Standard Specifications to read:

“(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA.”

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revised: April 1, 2011

Revise the table in Article 108.09 of the Standard Specifications to read:

“Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	5,800	8,125”

METAL HARDWARE CAST INTO CONCRETE (BDE)

Effective: April 1, 2008

Revised: April 1, 2009

Add the following to Article 503.02 of the Standard Specifications:

“(g) Metal Hardware Cast into Concrete 1006.13”

Add the following to Article 504.02 of the Standard Specifications:

“(j) Metal Hardware Cast into Concrete 1006.13”

Revise Article 1006.13 of the Standard Specifications to read:

“**1006.13 Metal Hardware Cast into Concrete.** Unless otherwise noted, all steel hardware cast into concrete, such as inserts, brackets, cable clamps, metal casings for formed holes, and other miscellaneous items, shall be galvanized according to AASHTO M 232 or AASHTO M 111. Aluminum inserts will not be allowed. Zinc alloy inserts shall be according to ASTM B 86, Alloys 3, 5, or 7.

The inserts shall be UNC threaded type anchorages having the following minimum certified proof load.

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

MULCH AND EROSION CONTROL BLANKETS (BDE)

Effective: November 1, 2010

Revised: April 1, 2011

Revise the first sentence of Article 251.03 of the Standard Specifications to read:

“Within 24 hours of seed placement, mulch by one of the following methods shall be placed on the areas specified.”

Revise Article 251.03(b)(2) of the Standard Specifications to read:

“(2) Procedure 2. This procedure shall consist of stabilizing the straw with an approved mulch blower followed immediately by an overspray application of light-duty hydraulic mulch. The hydraulic mulch shall be according to Article 251.03(c) except that it shall be applied as a slurry of 900 lb (1020 kg) of mulch and 1000 gal (9500 L) of water per acre (hectare) using a hydraulic mulch applicator. The light-duty hydraulic mulch shall be agitated a minimum of five minutes before application and shall be agitated during application. The light-duty hydraulic mulch shall be applied from opposing directions to ensure even coverage.”

Revise Article 251.03(c) of the Standard Specification to read:

“(c) Method 3. This method shall consist of the machine application of a light-duty hydraulic mulch. Seeding shall be conducted as a separate operation and shall not be added to the hydraulic mulch slurry. Hydraulic mulch shall not be applied when the ambient temperature is at or below freezing. To achieve full and even coverage, the hydraulic mulch shall be applied from two opposing directions. Mixing and application rates shall be according to the manufacturer’s recommendations and meet the minimum application rates set in Article 1081.06(a)(2).”

Revise Article 251.03(d) of the Standard Specifications to read:

“(d) Method 3A. This method shall consist of the machine application of a heavy-duty hydraulic mulch. Seeding shall be conducted as a separate operation and shall not be added to the hydraulic mulch slurry. The hydraulic mulch shall not be applied when the ambient temperature is at or below freezing. To achieve full and even coverage, the hydraulic mulch shall be applied from two opposing directions. Mixing and application rates shall be according to the manufacturer’s recommendations and meet the minimum application rates set in Article 1081.06(a)(2). The heavy-duty hydraulic mulch shall be applied using a mechanically agitated hydraulic mulching machine.”

Add the following to Article 251.03 of the Standard Specifications:

“(e) Method 4. This method shall consist of applying compost combined with a performance additive designed to bind/stabilize the compost. The compost/performance additive mixture shall be applied to the surface of the slope using a pneumatic blower at a depth of 2 in. (50 mm).”

Revise Article 251.04 of the Standard Specifications to read:

“**251.04 Erosion Control Blanket.** Erosion control blanket may be placed using either excelsior blanket or knitted straw blanket. Within 24 hours of seed placement, blanket shall be placed on the areas specified.

Prior to placing the blanket, the areas to be covered shall be relatively free of rocks or clods over 1 1/2 in. (40 mm) in diameter, and sticks or other foreign material which will prevent the close contact of the blanket with the seed bed. If, as a result of rain, the prepared seed bed becomes crusted or eroded, or if eroded places, ruts, or depressions exist for any reason, the Contractor shall rework the soil until it is smooth and reseed such areas which are reworked.

After the area has been properly shaped, fertilized, and seeded, the blanket shall be laid out flat, evenly, and smoothly, without stretching the material. The excelsior and knitted straw blankets shall be placed so that the netting is on the top and the fibers are in contact with the soil. The heavy duty blankets shall be placed so that the heavy duty extruded plastic mesh is on the bottom.

For placement in ditches, the erosion control blanket shall be applied parallel to the centerline of the ditch so that there are no longitudinal seams within 2 ft (600 mm) of the bottom centerline of the ditch. The blanket shall be toed in on the upslope edge and shingled or overlapped with the flow.

On slopes, the blanket shall be applied either horizontally or vertically to the contour, toed in on the upslope edge, and shingled or overlapped with the flow.

When placed adjacent to the roadway, blankets shall be toed in along the edge of shoulder.

Anchoring the blankets shall be according to the manufacturer's specifications."

Revise Article 251.06(b) of the Supplemental Specifications to read:

"(b) Measured Quantities. Mulch Methods 1, 2, 3, 3A and 4 will be measured for payment in place in acres (hectares) of surface area mulched. Erosion control blanket, heavy duty erosion control blanket, and turf reinforcement mat will be measured for payment in place in square yards (square meters)."

Revise Article 251.07 of the Supplemental Specifications to read:

"251.07 Basis of Payment. This work will be paid for at the contract unit price per acre (hectare) for MULCH, METHOD 1; MULCH, METHOD 2; MULCH, METHOD 3; MULCH, METHOD 3A; MULCH, METHOD 4; and at the contract unit price per square yard (square meter) for EROSION CONTROL BLANKET, HEAVY DUTY EROSION CONTROL BLANKET, or TURF REINFORCEMENT MAT."

Revise Article 1081.06(a)(2) of the Standard Specifications to read:

"(2) Hydraulic Mulch. The mulch component shall be comprised of a minimum of 70 percent biodegradable material such as wood cellulose, paper fibers, straw or cotton and shall contain no growth or germination inhibiting factors. The remainder of the components shall consist of the manufacturer's choice of tackifiers and/or strengthening fibers needed to meet the performance specifications. Tackifiers shall be non-toxic and LC 50 test results shall be provided along with the manufacturer's certification. Hydraulic mulch shall disperse evenly and rapidly and remain in slurry when agitated with water. When uniformly applied, the slurry shall form an absorbent cover allowing percolation of water to the underlying surface. Hydraulic mulch shall be packaged in UV and moisture resistant factory labeled packages or bags with the net quantity of the packaged material plainly shown on each package.

The biodegradable material shall be relatively free of glossy papers and shall not be water soluble. The hydraulic mulches shall be according to the following.

Light-Duty Hydraulic Mulch	
Property ^{1/}	Value
Functional Longevity ^{2/}	3 months
Minimum Application Rates	2000 lb/acre (2240 kg/ha)
Typical Maximum Slope Gradient (V:H)	≤ 1:3
Maximum Uninterrupted Slope Length	50 ft (15 m)
Maximum C Factor	0.15
Minimum Vegetation Establishment ^{5/}	200 %

Heavy-Duty Hydraulic Mulch	
Property ^{1/}	Value
Functional Longevity ^{2/}	12 months
Minimum Application Rates	3000 lb/acre (3360 kg/ha)
Typical Maximum Slope Gradient (V:H)	≤ 1:2
Maximum Uninterrupted Slope Length	100 ft (30 m)
Maximum C Factor ^{3/ 4/}	0.02
Minimum Vegetation Establishment ⁵	400 %

- 1/ This table sets minimum requirements only. Refer to manufacturer recommendations for application rates, instructions, gradients, maximum continuous slope lengths and other site specific recommendations.
- 2/ Manufacturer's estimated time period, based upon field observations, that a material can be anticipated to provide erosion control as influenced by its composition and site-specific conditions.
- 3/ "C" Factor calculated as ratio of soil loss from HECP protected slope (tested at specified or greater gradient, h:v) to ratio of soil loss from unprotected (control) plot based on large-scale testing.
- 4/ Large-scale test methods shall be according to ASTM D 6459.
- 5/ Minimum vegetation establishment shall be calculated according to ASTM D 7322.

The manufacturer shall furnish a certification with each shipment of hydraulic mulch stating the number of packages or bags furnished and that the material complies with these requirements."

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

Revised: November 1, 2009

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time.

The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

Table A Deficiency Deduction Gravity Adjustment Factors				
Types of Violations	Soil Disturbed and Not Permanently Stabilized At Time of Violation			
	< 5 Acres	5 - 10 Acres	>10 - 25 Acres	> 25 Acres
Failure to Install or Properly Maintain BMP	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10
Failure to properly manage Chemicals, Concrete Washouts or Residuals, Litter or other Wastes	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5
Improper Vehicle and Equipment Maintenance, Fueling or Cleaning	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5
Failure to Provide or Update Written or Graphic Plans Required by SWPPP	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5
Failure to comply with Other Provisions of the NPDES Permit	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

“In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area.”

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.

POST MOUNTING OF SIGNS (BDE)

Effective: January 1, 2011

Revise the second paragraph of Article 701.14 of the Standard Specifications to read:

“Post mounted signs shall be a breakaway design. The sign shall be within five degrees of vertical. Two posts shall be used for signs greater than 16 sq ft (1.5 sq m) in area or where the height between the sign and the ground exceeds 7 ft (2.1 m).”

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)”

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10) (BDE)

Effective: January 1, 2006

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

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Norfolk Southern Corporation 1200 Peachtree Street Atlanta, GA 30309	n/a	1-5 Trains Per Week 10 MPH

DOT/AAR No.: n/a

RR Mile Post: Vicinity MP AE-4.55 NS A&E Main
"Darling Spur Track"

RR Division: Illinois

RR Sub-Division: Granite City

For Freight/Passenger Information Contact: James R. Kazmierczak Phone: (404) 529-1256

For Insurance Information Contact: Scott W. Dickerson Phone: (757) 629-2364

Terminal Railroad Association of St. Louis	n/a	6-8 Trains Per Day
1000 St. Louis Union Station, Suite 200		Yard Speed
St. Louis, Missouri 63103		

DOT/AAR No.: n/a

RR Mile Post: "NS Darling Spur Track to Packers Ave."

RR Division: n/a

RR Sub-Division: Eads Main

For Freight/Passenger Information Contact: C.R. (Rick) McQueen Jr. Phone: (314) 539-4724

For Insurance Information Contact: C.R. (Rick) McQueen Jr. Phone: (314) 539-4724

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.

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: January 1, 2011

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

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions.

No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

- (a) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass one sieve size larger than the maximum sieve size specified for the mix the RAP will be used in.
- (b) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (c) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

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

1/ The tolerance for FRAP shall be ± 0.3 %.

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

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

1031.04 Quality Designation of Aggregate in RAP/FRAP.

(a) The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

(1) RAP from Class I, Superpave (High ESAL)/HMA (High ESAL), or HMA (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.

- (2) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
- (3) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

(b) The aggregate quality of FRAP shall be determined as follows.

- (1) If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer. If the quality is not known, the quality shall be determined according to Article 1031.04(b)(2).
- (2) Fractionated stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.”

1031.05 Use of RAP/FRAP in HMA. The use of RAP/FRAP shall be a Contractor’s option when constructing HMA in all contracts. The use of RAP/FRAP in HMA shall be as follows.

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

Max RAP Percentage

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

- 1/ For HMA shoulder and stabilized subbase (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP if homogeneous RAP stockpile of IL-9.5 RAP is utilized.
- 3/ When RAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the grades shall be reduced as follows:

Overlays:

When WMA contains between 20 and 30 percent RAP the high temperature shall be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-22). When WMA contains 30 percent or more RAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

Full Depth:

When WMA contains between 20 and 30 percent RAP, the low temperature shall be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG64-28). When the WMA contains 30 percent or more RAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

- (g) When the Contractor chooses the FRAP option, the percentage of FRAP shall not exceed the amounts indicated in the table below for a given N Design.

Max FRAP Percentage

HMA Mixtures ^{1/, 2/}	Maximum % FRAP			
	Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	35	35	10	
50	30	25	10	
70	25	20	10	
90	20	15	10	
105	10	10	10	

- 1/ For HMA shoulder and stabilized subbase (HMA) N30, the amount of FRAP shall not exceed 50 percent of the mixture.

- 2/ When FRAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275°F (135 °C) the grades shall be reduced as follows:

Overlays:

When WMA contains between 20 and 30 percent FRAP the high temperature shall be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-22). When WMA contains 30 percent or more FRAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

Full Depth:

When WMA contains between 20 and 30 percent FRAP, the low temperature shall be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG64-28). When the WMA contains 30 percent or more FRAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

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

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

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

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

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

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

(a) Dryer Drum Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.

- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (4) Accumulated dry weight of RAP/FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- (8) Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(b) Batch Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) RAP/FRAP weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram).
- (7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

SEEDING (BDE)

Effective: July 1, 2004

Revised: July 1, 2010

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)
1A Salt Tolerant Lawn Mixture 7/	Bluegrass Perennial Ryegrass Red Fescue (Audubon, Sea Link, or Epic) Hard Fescue (Rescue 911, Spartan II, or Reliant IV) Fults Salt Grass 1/ or Salty Alkaligrass	60 (70) 20 (20) 20 (20) 20 (20) 60 (70)
2 Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV) Perennial Ryegrass Creeping Red Fescue Red Top	100 (110) 50 (55) 40 (50) 10 (10)
2A Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV) Perennial Ryegrass Red Fescue (Audubon, Sea Link, or Epic) Hard Fescue (Rescue 911, Spartan II, or Reliant IV) Fults Salt Grass 1/ or Salty Alkaligrass	60 (70) 20 (20) 30 (20) 30 (20) 60 (70)
3 Northern Illinois Slope Mixture 7/	Elymus Canadensis (Canada Wild Rye) Perennial Ryegrass Alsike Cover 2/ Desmanthus Illinoensis (Illinois Bundleflower) 2/, 5/ Andropogon Scoparius (Little Bluestem) 5/ Bouteloua Curtipendula (Side-Oats Grama) Fults Salt Grass 1/ or Salty Alkaligrass Oats, Spring Slender Wheat Grass 5/ Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5) 20 (20) 5 (5) 2 (2) 12 (12) 10 (10) 30 (35) 50 (55) 15 (15) 5 (5)
6A Salt Tolerant Conservation Mixture	Andropogon Scoparius (Little Bluestem) 5/ Elymus Canadensis (Canada Wild Rye) 5/ Buffalo Grass (Cody or Bowie) 4/, 5/, 9/ Vernal Alfalfa 2/ Oats, Spring Fults Salt Grass 1/ or Salty Alkaligrass	5 (5) 2 (2) 5 (5) 15 (15) 48 (55) 20 (20)"

Revise Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

“7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15.

Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.”

Revise the first paragraph of Article 1081.04(a) of the Standard Specifications to read:

“(a) Sampling and Testing. Each lot of seed furnished shall be tested by a State Agriculture Department (including other States) or by land grant college or university agricultural sections or by a Registered Seed Technologist. Germination testing of seed shall be accomplished within the 12 months prior to the seed being installed on the project.”

Delete the last sentence of the first paragraph of Article 1081.04(c)(2) of the Standard Specifications.

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/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	-
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	-
Tall Fescue, Quest	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Salty Alkaligrass	0	98	85	0.10	2 (70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 (70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
Hard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/”

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

“The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed.”

SELECTION OF LABOR (BDE)

Effective: July 2, 2010

Revise Section I of Check Sheet #5 of the Recurring Special Provisions to read:

“I. SELECTION OF LABOR

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

EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE
UNEMPLOYMENT

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

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

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

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

Revised: July 1, 2010

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

Usage. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS, DS, and SI concrete.

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

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply, except as follows:

- (a) The cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The hardened visual stability index shall be a maximum of 1.

Test Methods. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a target slump flow shall be submitted.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value or L-box blocking ratio, and hardened visual stability index. For the trial mixture, the slump flow shall be near the proposed target slump flow.

Trial Batch. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used.

The slump flow shall be within 1.0 in. (25 mm) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value or L-box blocking ratio, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall ensure the design of the falsework and forms is adequate for the additional form pressure caused by the fluid concrete. Forms shall be tight to prevent leakage of fluid concrete.

When the form height for placing the self-consolidating concrete is greater than 10.0 ft (3.0 m), direct monitoring of form pressure shall be performed according to Illinois Test Procedure SCC-10. The monitoring requirement is a minimum, and the Contractor shall remain responsible for adequate design of the falsework and forms. The Contractor shall record the formwork pressure during concrete placement. This information shall be used by the Contractor to prevent the placement rate from exceeding the maximum formwork pressure allowed, to monitor the thixotropic change in the concrete during the pour, and to make appropriate adjustments to the mix design. This information shall be provided to the Engineer during the pour.

Placing and Consolidating. Concrete placement and consolidation shall be according to Article 503.07 of the Standard Specifications, except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

“Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted.”

Delete the seventh, eighth, ninth, and tenth paragraphs of Article 503.07 of the Standard Specifications.

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

“Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.”

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The hardened visual stability index test will not be required to be performed at the plant.

Quality Control by Contractor at Jobsite. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 300 cu yd (230 cu m) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

Quality Assurance by Engineer at Plant. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 1.5 in. (40 mm) for slump flow and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 1.5 in. (40 mm) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: July 1, 2010

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

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

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

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

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.

- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The hardened visual stability index shall be a maximum of 1.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

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".

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

Revised: April 1, 2011

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 according to 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.

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

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

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2011

Add the following to Article 280.02 of the Standard Specifications to read:

- | | |
|------------------------------|-------------|
| “(k) Filter Fabric | 1080.03 |
| (l) Urethane Foam/Geotextile | 1081.15(i)” |

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

“Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer.”

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

“The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor’s operations, or for the Contractor’s convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer’s written approval.”

Revise Article 280.04(a) of the Standard Specifications to read:

- “(a) Temporary Ditch Checks. This system consists of the construction of temporary ditch checks to prevent siltation, erosion, or scour of ditches and drainage ways. Temporary ditch checks shall be constructed with products from the Department’s approved list, rolled excelsior, or with aggregate placed on filter fabric when specified. Filter fabric shall be installed according to the requirements of Section 282. Riprap shall be placed according to Article 281.04. Manufactured ditch checks shall be installed according to the manufacturer’s specifications. Spacing of ditch checks shall be such that the low point in the center of one ditch check is at the same elevation as the base of the ditch check immediately upstream. Temporary ditch checks shall be sufficiently long enough that the top of the device in the middle of the ditch is 6 in. (150 mm) lower than the bottom of the terminating ends of the ditch side slopes.

When rolled excelsior is used, each ditch check shall be installed and maintained such that the device is no less than 10 in. (250 mm) high at the point of overflow.

Units installed at a spacing requiring a height greater than 10 in. (250 mm) shall be maintained at the height for the spacing at which they were originally installed.”

Revise the last sentence of the first paragraph Article 280.04(b) of the Standard Specifications to read:

“The barrier shall be constructed with rolled excelsior, silt filter fence, or urethane foam/geotextiles.”

Revise the last sentence of the first paragraph of Article 280.04(g) of the Standard Specifications to read:

“The temporary mulch cover shall be installed according to Article 251.03 except for any reference to seeding.”

Add the following to Article 280.04 of the Standard Specifications:

- (h) Temporary Erosion Control Blanket. This system consists of temporarily installing erosion control blanket or heavy duty erosion control blanket over areas that are to be reworked during a later construction phase. Work shall be according to Article 251.04 except references to seeding and fertilizer shall not apply. When an area is to be reworked more than once, the blanket shall be carefully removed, properly stored, and then reinstalled over the same area.”

Revise Article 280.07(b) of the Standard Specifications to read:

- “(b) Temporary Ditch Checks. This work will be measured for payment along the long axis of the device in place in feet (meters) except for aggregate ditch checks which will be measured for payment in tons (metric tons). Payment will not be made for aggregate in excess of 108 percent of the amount specified by the Engineer.”

Revise Article 280.07(f) of the Standard Specifications to read:

- “(f) Temporary Mulch. This work will be measured for payment according to Article 251.05(b).”

Add the following to Article 280.07 of the Standard Specifications:

- “(g) Temporary Erosion Control Blanket. This work will be measured for payment in place in square yards (square meters) of actual surface covered.

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

“Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment.”

Revise Article 280.08(b) of the Standard Specifications to read:

“(b) Temporary Ditch Checks. This work will be paid for at the contract unit price per foot (meter) for TEMPORARY DITCH CHECKS except for aggregate ditch checks which will be paid for at the contract unit price per ton (metric ton) for AGGREGATE DITCH CHECKS.”

Revise Article 280.08(f) of the Standard Specifications to read:

“(f) Temporary Mulch. Temporary Mulch will be paid for according to Article 251.06.”

Add the following to Article 280.08 of the Standard Specifications:

“(g) Temporary Erosion Control Blanket. Temporary Erosion Control Blanket will be paid for at the contract unit price per square yard (square meter) for TEMPORARY EROSION CONTROL BLANKET or TEMPORARY HEAVY DUTY EROSION CONTROL BLANKET.

The work of removing, storing, and reinstalling the blanket over areas to be reworked more than once will not be paid for separately but shall be included in the cost of the temporary erosion control blanket or temporary heavy duty erosion control blanket.”

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

Revise the second sentence of the first paragraph of Article 1081.15(e) of the Standard Specifications to read:

“The upstream facing of the aggregate ditch check shall be constructed of gradation CA 3. The remainder of the ditch check shall be constructed of gradation RR 3.”

Revise Article 1081.15(f) of the Supplemental 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. The fiber density shall be a minimum of 1.24 lb/cu ft (20 kg/cu m) based on a moisture content of 22 percent at manufacturing. 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).”

Add the following to Article 1081.15 of the Standard Specifications:

“(i) Urethane Foam/Geotextile. Urethane foam/geotextile shall be triangular shaped having a minimum height of 10 in. (250 mm) in the center with equal sides and a minimum 20 in. (500 mm) base. The triangular shaped inner material shall be a low density urethane foam. The outer cover shall be a woven geotextile fabric placed around the inner material and allowed to extend beyond both sides of the triangle a minimum of 18 in. (450 mm).

(1) The geotextile shall meet the following properties:

Property	Value	Test Method
Grab Tensile Strength lb (N) (min.)	124 (550) min.	ASTM D 4632
Grab Elongation @ Brake (percent)	15 min.	ASTM D 4632
Burst Strength psi (kPa)	280 (1930) min.	ASTM D 3786
AOS (Sieve No.)	30 min.	ASTM D 4751
UV Resistance (500 hours) (percent)	80 min.	ASTM D 4355

(2) The urethane foam shall meet the following properties:

Property	Value	Test Method
Density lb/cu ft (kg/cu m)	1.0 ± 0.1 (16.0 ± 1.6)	ASTM D 3574
Tensile Strength psi (kPa)	10 (70) min.	ASTM D 3574
Elongation (percent)	125 min.	ASTM D 3574
Tear Resistance lb/in. (N/mm)	1.25 (0.22)	ASTM D 3574"

UTILITY COORDINATION AND CONFLICTS (BDE)

Effective: April 1, 2011

Revise Article 105.07 of the Standard Specifications to read:

“105.07 Cooperation with Utilities. The Department reserves the right at any time to allow work by utilities on or near the work covered by the contract. The Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by utilities. The Contractor shall also arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of utility work in the area.

The Contractor shall cooperate with the owners of utilities in their removal and rearrangement operations so work may progress in a reasonable manner, duplication or rearrangement of work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

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.”

Revise the first sentence of the last paragraph of Article 107.19 of the Standard Specifications to read:

“When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply.”

Revise Article 107.31 of the Standard Specification to read:

“107.31 Reserved.”

Add the following four Articles to Section 107 of the Standard Specifications:

“107.37 Locations of Utilities within the Project Limits. All known utilities existing within the limits of construction are either indicated on the plans or visible above ground. For the purpose of this Article, the limits of proposed construction are defined as follows:

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway.

- (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 2 ft (600 mm) 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 4 ft (1.2 m) 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 either 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 in a Generally Transverse Direction.

- (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.

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 as indicated in the contract. It is further understood the actual location of the utilities may be located anywhere within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c), and the proximity of some utilities to construction may require extraordinary measures by the Contractor to protect those utilities.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from known utility facilities or any adjustment of them, except as specifically provided in the contract.

107.38 Adjustments of Utilities within the Project Limits. 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.

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 known 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 as described in Article 107.37. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be indicated in the contract.

The Contractor may make arrangements for adjustment of utilities indicated in the contract, but not scheduled by the Department for adjustment, provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any such adjustments shall be the responsibility of the Contractor.

107.39 Contractor's Responsibility for Locating and Protecting Utility Property and Services. At points where the Contractor's operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) System. Within the city limits of the City of Chicago the system is known as DIGGER. All utility companies and municipalities which have buried utility facilities in the State of Illinois are a part of this system.

The Contractor shall call JULIE (800-892-0123) or DIGGER (312-744-7000), a minimum of 48 hours in advance of work being done in the area, and they will notify all member utility companies involved their respective utility should be located.

For utilities which are not members of JULIE or DIGGER, the Contractor shall contact the owners directly. The plan general notes will indicate which utilities are not members of JULIE or DIGGER.

The following table indicates the color of markings required of the State-Wide One Call Notification System.

Utility Service	Color
Electric Power, Distribution and Transmission	Safety Red
Municipal Electric Systems	Safety Red
Gas Distribution and Transmission	High Visibility Safety Yellow
Oil Distribution and Transmission	High Visibility Safety Yellow
Telephone and Telegraph System	Safety Alert Orange
Community Antenna Television Systems	Safety Alert Orange
Water Systems	Safety Precaution Blue
Sewer Systems	Safety Green
Non-Potable Water and Slurry Lines	Safety Purple
Temporary Survey	Safety Pink
Proposed Excavation	Safety White (Black when snow is on the ground)

The State-Wide One Call Notification System will provide for horizontal locations of utilities. When it is determined that the vertical location of the utility is necessary to facilitate construction, the Engineer may make the request for location from the utility after receipt of notice from the Contractor. If the utility owner does not field locate their facilities to the satisfaction of the Engineer, 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 be responsible for maintaining the excavations or markers provided by the utility owners.

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.

In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.40 Conflicts with Utilities. Except as provided hereinafter, the discovery of a utility in an unanticipated location will be evaluated according to Article 104.03. It is understood and agreed that the Contractor has considered in the bid all facilities not meeting the definition of a utility in an unanticipated location and no additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from such facilities.

When the Contractor discovers a utility in an unanticipated location, the Contractor shall not interfere with said utility, 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.

- (a) Definition. A utility in an unanticipated location is defined as an active or inactive utility, which is either:
- (1) Located underground and (a) not shown in any way in any location on the contract documents; (b) not identified in writing by the Department to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c); or
 - (2) Located above ground or underground and not relocated as provided in the contract.

Service connections shall not be considered to be utilities in unanticipated locations.

(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work applicable to the utility or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows:

- (1) Minor Delay. A minor delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than two hours, but not to exceed three weeks.
- (2) Major Delay. A major delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than three weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the contractor's rate of production decreases by more than 25 percent and lasts longer than seven days.

(c) Payment. Payment for Minor, Major and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work will be paid for according to Article 109.04(b)(4). The length of time paid for will be the time between start of delay and eight hours working time from start of shift being worked.

For delays exceeding the initial shift, excluding Saturdays, Sundays, and holidays, Contractor-owned equipment idled by the delay which cannot be used on other work and remaining at the work site, will be paid at one-half the rate permitted in Article 109.04(b)(4) using a maximum eight hours per day for computation purposes. Equipment rented from an independent source will be paid at rates being paid by the Contractor plus move-in move-out costs, but the total amount paid will not exceed three weeks rental.

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to three weeks plus the cost of move-out to either the Contractor's yard or another job, whichever is less. Rental equipment may be paid for longer than three weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven days.

Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Whether covered by (1), (2) or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid. Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

- (d) Other Obligations of Contractor. Upon payment of a claim under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this Provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this Provision."

FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 1, 2009

Revised: July 1, 2009

Description. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name and sign and date the form shall make this contract exempt of fuel cost adjustments for all categories of work. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

General. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and work added by adjusted unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Added work paid for by time and materials will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

- (a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000

Metric Units		
Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

(c) Quantity Conversion Factors.

Category	Conversion	Factor
B	sq yd to ton	0.057 ton / sq yd / in depth
	sq m to metric ton	0.00243 metric ton / sq m / mm depth
C	sq yd to ton	0.056 ton / sq yd / in depth
	sq m to metric ton	0.00239 m ton / sq m / mm depth
D	sq yd to cu yd	0.028 cu yd / sq yd / in depth
	sq m to cu m	0.001 cu m / sq m / mm depth

Method of Adjustment. Fuel cost adjustments will be computed as follows.

$$CA = (FPI_P - FPI_L) \times FUF \times Q$$

Where: CA = Cost Adjustment, \$
 FPI_P = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)
 FPI_L = Fuel Price Index, as published by the Department for the month prior to the letting, \$/gal (\$/liter)
 FUF = Fuel Usage Factor in the pay item(s) being adjusted
 Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Progress Payments. Fuel cost adjustments will be calculated for each calendar month in which applicable work is performed; 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.

Final Quantities. Upon completion of the work and determination of final pay quantities, an adjustment will be prepared to reconcile any differences between estimated quantities previously paid and the final quantities. The value for the balancing adjustment will be based on a weighted average of FPI_P and Q only for those months requiring the cost adjustment. The cost adjustment will be applicable to the final measured quantities of all applicable pay items.

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

$$\text{Percent Difference} = \{(FPI_L - FPI_P) \div FPI_L\} \times 100$$

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
FUEL COST ADJUSTMENT**

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of fuel cost adjustments in all categories. Failure to indicate "Yes" for any category of work at the time of bid will make that category of work exempt from fuel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

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

- | | | |
|--|-----|--------------------------|
| Category A Earthwork. | Yes | <input type="checkbox"/> |
| Category B Subbases and Aggregate Base Courses | Yes | <input type="checkbox"/> |
| Category C HMA Bases, Pavements and Shoulders | Yes | <input type="checkbox"/> |
| Category D PCC Bases, Pavements and Shoulders | Yes | <input type="checkbox"/> |
| Category E Structures | Yes | <input type="checkbox"/> |

Signature: _____ **Date:** _____

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

Effective: April 2, 2004

Revised: April 1, 2009

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

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

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

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

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

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

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

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in lb (kg)
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

Where: MPI_M = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

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

$$\text{Percent Difference} = \{(MPI_L - MPI_M) \div MPI_L\} \times 100$$

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

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

Attachment

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

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

Metal Piling	Yes	<input type="checkbox"/>
Structural Steel	Yes	<input type="checkbox"/>
Reinforcing Steel	Yes	<input type="checkbox"/>
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes	<input type="checkbox"/>
Guardrail	Yes	<input type="checkbox"/>
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes	<input type="checkbox"/>
Metal Railings (excluding wire fence)	Yes	<input type="checkbox"/>
Frames and Grates	Yes	<input type="checkbox"/>

Signature: _____ **Date:** _____

Illinois Department of Transportation
PROJECT LABOR AGREEMENT

This Project Labor Agreement ("PLA") is entered into this _____ day of _____, by and between the Illinois Department of Transportation ("IDOT" or "Department") in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades Council made signatory hereto by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of itself and each of its affiliated members (individually and collectively, the "Union"). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT's Prime Contractor and each of its relevant subcontractors of whatever tier ("Subcontractor" or "Subcontractors") on Contract 76C41 (hereinafter, the "Project").

ARTICLE 1 - INTENT AND PURPOSES

- 1.1. This PLA is entered into in furtherance of Illinois Executive Order No. 2003-13. It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays or other disruptions to the prosecution of the work.
- 1.2. As a condition of the award of the contract for performance of work on the Project, IDOT's Prime Contractor and each of its Subcontractors shall be required to sign a "Contractor Letter of Assent", in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the State on behalf of all respective crafts. Upon their signing the Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall, contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company or entity that does not agree in writing to become bound by the terms of this PLA prior to commencing such work.
- 1.3. It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The Parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.
- 1.4. In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control.

For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.

- 1.5. Subject to the provisions of paragraph 1.4 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agrees to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.6. Subject to the limitations of paragraphs 1.4 and 1.5 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.5 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.
- 1.7. To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice from any applicable fringe benefit fund, IDOT will withhold from the Prime Contractor payment of any delinquencies arising from this Project.
- 1.8. In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

ARTICLE II – APPLICABILITY, RECOGNITION, AND COMMITMENTS

- 2.1 The term Construction Work as used herein shall include all “construction, prosecution, completion, or repair” work performed by a “laborer or mechanic” at the “site of the work” for the purpose of “building” the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5.
- 2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognizes the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the job-site will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.
- 2.5 Unions commit to furnishing qualified and skilled craft persons as required by the Prime Contractor and its Subcontractors in fulfillment of their obligations to complete the Project. In order to promote the long-term development of a skilled and knowledgeable work force, the parties are encouraged to utilize apprentices to the maximum extent permitted by the applicable collective bargaining agreement.
- 2.6 The parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.
- 2.7 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the job-site is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the job-site is free of alcohol and drugs.
- 2.8 All parties to this PLA agree that they shall not discriminate against any employee based on race, creed, color, national origin, union activity, age, or gender as required by all applicable federal, state, and local laws.
- 2.9 The Parties hereto agree that engineering consultants and materials testing employees, to the extent subject to the terms of this PLA, shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential union affiliation of such employees or of other employees on the Project.

ARTICLE III - ADMINISTRATION OF AGREEMENT

- 3.1 In order to assure that all parties have a clear understanding of the PLA and to promote harmony, a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Not less than once per month, Prime Contractor and all Subcontractors shall make available in writing to the Unions a Project status report that shall include, though not necessarily be limited to, planned activities for the next 30 day period and estimated numbers of employees by craft required for the next 30 day period. The purpose of this Project status report is to promote effective workforce planning and to facilitate resolution of any potential jurisdictional or other problems.
- 3.4 Not later than the earlier of (a) five business days following the pre-job conference, or (b) commencement of Construction Work, the Unions and Prime Contractor (on behalf of itself and all its subcontractors of whatever tier) shall confer and jointly designate a slate of three (3) permanent arbitrators (each a "Permanent Arbitrator") for the purpose of hearing disputes pursuant to Articles V and VII of this PLA. The slate of Permanent Arbitrators shall be selected from among the following individuals: Thomas F. Gibbons, Robert Perkovich, Byron Yaffee, and Glenn A. Zipp. In the event that the Unions and Prime Contractor are not able to agree on a full slate of three Permanent Arbitrators, the Department, after consultation with the Unions and Prime Contractor, shall designate such additional Permanent Arbitrators as may be necessary to establish the full slate. A single Permanent Arbitrator shall be selected from the slate of three on a rotating basis to adjudicate each arbitrable matter as it arises. In the event a Permanent Arbitrator is not available to adjudicate a particular matter in the order of rotation, the arbitration assignment shall pass to the next available Permanent Arbitrator.

ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS

- 4.1 The standard work day for Construction Work on the Project shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time shall be established at the pre-job conference, and shall be applicable to all craft employees on the Project unless otherwise expressly agreed in writing. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.

- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.
- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.
- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.
- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the job-site by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project job-site during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES

- 5.1 Except as provided in Articles VI or VII, it is specifically agreed among the parties that any grievance or dispute arising out of the interpretation or application of this PLA shall be settled by means of the expedited arbitration process set forth in Paragraph 5.2 below. No such grievance or dispute shall be recognized unless called to the attention of the Prime Contractor and relevant Subcontractor by the Union or to the Union by the Prime Contractor or relevant Subcontractor within five (5) working days after the alleged violation was committed or discovered by the grieving party.
- 5.2 Grievances shall be settled according to the following procedure:
 - 5.2.A. Step 1. The dispute shall be referred to the Steward of the craft union involved and a representative of the Prime Contractor and relevant Subcontractor at the job-site.

- 5.2.B. Step 2. In the event that the Steward and the contractors' representatives at the job-site cannot reach agreement within two (2) working days after a meeting is arranged and held, the matter shall be referred to the Union Business Manager and to executive representatives of the Prime Contractor and relevant Subcontractor.
- 5.2.C. Step 3. In the event the dispute is not resolved within five (5) working days after completion of Step 2, the relevant parties shall request a Permanent Arbitrator as determined in accordance with paragraph 3.4 of this PLA, who shall, within ten (10) working days, hear the grievance and make a written decision. Such decisions shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The expense of the Permanent Arbitrator shall be divided equally between (1) the Prime Contractor and/or relevant Subcontractor, and (2) the involved Union.
- 5.3 Any failure of a party to comply fully with such final and binding decision of the Permanent Arbitrator may result in removal of the non-complying party from the site, in a holdback from the Prime Contractor or Subcontractor of any amounts awarded, or in such other relief as the Department may reasonably determine is necessary to promote final resolution of the dispute.
- 5.4 In the event any dispute or grievance should arise, the parties expressly agree that it shall be resolved without occurrence of any strike, work stoppage, slow-down or other prohibited activities as provided in Article VII of this PLA. Individuals or parties violating this section shall be subject to immediate discharge or other discipline.

ARTICLE VI - JURISDICTIONAL DISPUTES

- 6.1 As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor, or organization on the site.
- 6.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:
- (a) Negotiation by and between the Local Business Representative of the disputing Union and Employer shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
 - (b) The International Representatives of the disputing Union shall meet or confer and attempt to resolve said dispute. This meeting shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays.

- (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an Arbitrator after complying with paragraph (2b) above. The parties shall meet with the Arbitrator within three (3) business days. Business days are defined as Monday through Friday excluding contract holidays. An Arbitrator will be selected based on availability from the slate of permanent Arbitrators. The Arbitrator's bench decision will be given the day of the hearing and will be final and legally binding on this project only. The Arbitrator's bench decision will be implemented without delay. The cost of Arbitration will be shared equally by the disputing parties. Any party to the dispute can require that a "long form" written decision be provided from the Arbitrator, however the cost of the "long form" written decision will be the responsibility of the party making the request.

Notes:

- A jurisdictional dispute may be submitted based upon a pre-job assignment.
 - If any party to the jurisdictional disputes does not fully comply with the steps and time limits with each step, then the party in non-compliance will lose by "automatic default".
 - Time limits at any step can be extended if all parties to the jurisdictional dispute mutually agree in writing.
 - All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps (a) and (b) and proceed directly to an expedited arbitration hearing.
- (d) In rendering his decision, the Arbitrator shall determine:
- (1) First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs;
 - (2) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider whether there is a previous decision of record governing the case;
 - (3) If the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute prior to the hearing that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, and that historically in that locality the work in dispute has not been performed by the other craft or crafts, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job, then the Arbitrator shall apply the decision of record in rendering his decision.

If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wagers or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality.

- (4) If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and
- (5) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interest of the consumer or the past practice of the employer shall not be ignored.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

- (6) Agreements of record are applicable only to the party's signatory to such agreements. Decisions of record are applicable to all trades.
- (7) The Arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

- 6.3 The signatory parties to this Agreement agree that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required for the successful application of this Agreement. In the event a dispute arises, the Contractor's assignment shall be followed until the dispute is resolved.
- 6.4 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply the Union with delivery schedules, allowing as much time as possible to insure the appropriate crafts will be available to unload the materials or equipment.
- 6.5 All signatory affiliates agree that upon request, a representative shall be assigned without delay to attempt a settlement in the event of a question on assignments.

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

- 7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site.

Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard workday shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.

- 7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities. No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates in or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) 60 days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.
- 7.3 During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.
- 7.4 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated union or unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.
- 7.5 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.6 of this Article.
- 7.6 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:
 - 7.6.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to Article III of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
 - 7.6.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.
 - 7.6.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.

7.6.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

7.6.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

7.7 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.

7.8 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

7.9 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

ARTICLE VIII – MISCELLANEOUS

8.1 If any Article or provision of this PLA shall be declared invalid, inoperative or unenforceable by operation of law or by final non-appealable order of any tribunal of competent jurisdiction, such provision shall be deemed severed or limited, but only to the extent required to render the remaining provisions of this PLA enforceable consistent with the intent of the parties. The remainder of this PLA or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

8.2 The term of this PLA shall commence as of and from the date of the notice of award to the Prime Contractor and shall end upon final acceptance by IDOT of all work on the Project by the parties hereto.

8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.

- 8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

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Execution Page

Illinois Department of Transportation

Christine M. Reed, P.E., Director of Highways

Matthew R. Hughes, Acting Director - Finance & Administration

Ellen Schanzle-Haskins, Chief Counsel

Gary Hannig, Secretary

(Date)

Illinois AFL-CIO Statewide Project Labor Agreement Committee, representing the local unions listed below:

(Date)

List Union Locals:

**** RETURN WITH BID ****

Exhibit A – Contractor Letter of Assent

(Date)

To All Parties:

In accordance with the terms and conditions of the contract for Construction Work on [Contract 76C41], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

(Authorized Company Officer)

(Company)

**** RETURN WITH BID ****

NSRR SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST (FOR INFORMATION ONLY)

1. AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of his Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Department, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

- a. Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.

Office of Chief Engineer
Bridges & Structures
Norfolk Southern Corporation
1200 Peachtree
Atlanta, Georgia 30309

- b. Obtained written authorization from the Railroad to begin work on Railroad rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
- c. Obtained written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
- d. Furnished a schedule for all work within the Railroad rights-of-way as required by paragraph 7,B,1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company.

Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.

- B. Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Department.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:
 - 1. Notify the Railroad's representative at least 72 hours in advance of the work.
 - 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 - 3. Receive permission from the Railroad's representative to proceed with the work.
 - 4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Railroad property shall be:

- 1. Subject to the inspection and approval of the Railroad.
- 2. In accord with the Railroad's written outline of specific conditions.

3. In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
4. In accord with these Special Provisions.

B. Excavation:

The subgrade of an operated track shall be maintained with edge of beam at least 10'-0" from centerline of track and not more than 24- inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

C. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a Registered Professional Engineer. The Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans and calculations for shoring, shall first be approved by the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

D. Demolition, Erection, Hoisting

1. Railroad tracks and other railroad property must be protected from damage during the procedure.
2. The Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
4. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

5. A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
6. A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
7. All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer.
8. The Railroad's representative must be present at the site during the entire demolition and erection procedure period.
9. All procedures, plans and calculations shall first be approved by the Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

E. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
2. The Railroad representative will:

- (a) Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
- (b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.

F. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
- 2. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

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

H. Cleanup:

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

6. DAMAGES:

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

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

7. FLAGGING SERVICES:

- A. When Required:

Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

- B. Scheduling and Notification:

1. The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
- 2.. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer.

If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

- 4.. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.

C. Payment:

1. The Department's contractor pursuant to Section 107.12 of the State's "Standard Specifications for Road and Bridge Construction" adopted January 1, 2002 will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is \$400.00 per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes an estimated \$50 per diem charge for travel expenses, meals and lodging. The charge to the Department by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Department. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. The Contractor and Department will review and sign the Railroad flagman's time sheet (Form 11123), attesting that the flagman was present during the time recorded.

Flagmen may be removed by the Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad right-of-way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact Railroad's System Engineer Public Improvements (404) 529-1641. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Highway Engineer. Address all written correspondence to:

Office of Chief Engineer Attn: T. D. Wyatt
Bridges & Structures System Engineer
Norfolk Southern Corporation Public Improvements
1200 Peachtree Street
Atlanta, Georgia 30309

2. The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the Department has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a private crossing agreement has been executed between the Contractor and Railroad.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Department and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Department and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Department or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.

- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period.

Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be endorsed to name Railroad specified in item A.2 below as an additional insured, and shall include a severability of interests provision.

2. Railroad Protective Liability Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

The insurer must be rated A- or better by A.M. Best Company, Inc.

The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
CG 00 35 01 96 and CG 28 31 10 93; or CG 00 35 07 98 and CG 28 31 07 98.

The named insured shall read:

[Name of railroad that owns the track]; and
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Scott Dickerson,
Director Risk Management

The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.

The job location must appear on the Declarations and must include the city, state and appropriate highway name/number.

The name and address of the prime contractor must appear on the Declarations.

The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

Other endorsements/forms that will be accepted are:
Broad Form Nuclear Exclusion – Form IL 00 21
30-day Advance Notice of Non-renewal or cancellation
Required State Cancellation Endorsement
Quick Reference or Index Form CL/IL 240

Endorsements/forms that are NOT acceptable are:

Any Pollution Exclusion Endorsement except CG 28 31

Any Punitive or Exemplary Damages Exclusion

Known injury or Damage Exclusion form CG 00 59

Any Common Policy Conditions form

Any other endorsement/form not specifically authorized in item no. 2.h above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

RAILROAD:

Mr. Scott Dickerson, ARM
Risk Manager
Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510-2191

15. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

- A. The Railroad Engineer may require that the Contractor vacate Railroad property.
- B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

Office of Chief Engineer
Bridges & Structures
Norfolk Southern Corporation
Atlanta, GA 30309

Date:

File:

Milepost:

404 PERMIT



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

October 7, 2010

Regulatory Branch
File Number: 2009-26

Mr. Buck Brooks
Missouri Department of Transportation
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Dear Mr. Brooks:

We have reviewed your application dated September 7, 2010, reference the MODOT/ILDOT culvert repair project, St. Clair County, Illinois. **This letter authorizes the triple box culvert repair project, MODOT Project #J6I0984, (SN 082-2010) carrying Illinois Route 3 over Cahokia Canal, St. Clair County, Illinois.** The Cahokia Canal is a tributary of the Mississippi River.

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

The Corps of Engineers has determined that this activity will have no affect on endangered species, and is authorized under Section 404 of the Clean Water Act by an existing Department of the Army nationwide permit for linear transportation projects, as described in the March 12, 2007, Federal Register, Reissuance of Nationwide Permits; Notice (72 FR 11183), Appendix A (B) (14).

This verification is valid until the NWP is modified, reissued, or revoked. All of the existing NWPs are scheduled to be modified, reissued, or revoked prior to March 18, 2012. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit

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is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Enclosed is a copy of the nationwide permit and conditions and management practices with which you must comply.

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

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

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

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

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

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

e. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1

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(one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.

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

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

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

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

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

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

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

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

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

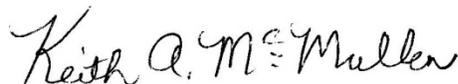
The jurisdictional determination for this project is considered a Preliminary jurisdictional determination in accordance with the Corps regulations at 33 CFR Part 331. A preliminary jurisdictional determination is not appealable. If you wish, you may request an Approved Jurisdictional Determination (which may be appealed) by contacting our office for further instruction.

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The St. Louis District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete the enclosed postage paid card or go to our Customer Service Survey found on our web site at <http://per2.nwp.usace.army.mil/survey.html>.

If you have any questions please contact Chuck Crocker at (314) 331-8584. Please refer to file number MVS-2009-26.

Sincerely,



Keith A. McMullen
Illinois Section Chief
Regulatory Branch

Enclosures

Copy Furnished: (w/o enclosures)

Paul Mauer, IDNR
Dan Heacock, IEPA

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ATTACHMENT A

COMPLETED WORK CERTIFICATION

Date of Issuance: October 7, 2010

File Number: MVS-2009-26

Name of Permittee: Buck Brooks, MODOT

River Basin/County/State: Mississippi/St. Clair/Illinois

Project Manager: Chuck Crocker

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

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

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

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

Signature of Permittee

Date

NATIONWIDE PERMITS AND CONDITIONS

The following information presents the requirements for nationwide Section 404/10 permits most often used on highway projects. The information in this guidance reflects the requirements associated with the nationwide permits that were published in the March 12, 2007 *Federal Register*.

Permittees wishing to conduct activities under the nationwide permits must comply with the terms of the applicable permit and the conditions in Section C of this document.

B. Nationwide Permits

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable, structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris in the vicinity of and within existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the immediate vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend further than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an upland area unless otherwise specifically approved by the district engineer under separate authorization. The placement of riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer.

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

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation or beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). Where maintenance dredging is proposed, the pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Sections 10 and 404)

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

13. Bank Stabilization. Bank stabilization activities necessary for erosion prevention, provided the activity meets all of the following criteria:

- (a) No material is placed in excess of the minimum needed for erosion protection;
- (b) The activity is no more than 500 feet in length along the bank, unless this criterion is waived in writing by the district engineer;
- (c) The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark or the high tide line, unless this criterion is waived in writing by the district engineer;
- (d) The activity does not involve discharges of dredged or fill material into special aquatic sites, unless this criterion is waived in writing by the district engineer;
- (e) No material is of the type, or is placed in any location, or in any manner, to impair surface water flow into or out of any water of the United States;
- (f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and,
- (g) The activity is not a stream channelization activity.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) involves discharges into special aquatic sites; (2) is in excess of 500 feet in length; or (3) will involve the discharge of greater than an average of one cubic yard per running foot along the bank below the plane of the ordinary high water mark or the high tide line. (See general condition 27.) (Sections 10 and 404)

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

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project.

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

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

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

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

23. Approved Categorical Exclusions. Activities undertaken, assisted, authorized, regulated, funded, or financed, in whole or in part, by another Federal agency or department where:

(a) That agency or department has determined, pursuant to the Council on Environmental Quality's implementing regulations for the National Environmental Policy Act (40 CFR part 1500 et seq.), that the activity is categorically excluded from environmental documentation, because it is included within a category of actions which neither individually nor cumulatively have a significant effect on the human environment; and

(b) The Office of the Chief of Engineers (Attn: CECW-CO) has concurred with that agency's or department's determination that the activity is categorically excluded and approved the activity for authorization under NWP 23.

The Office of the Chief of Engineers may require additional conditions, including pre-construction notification, for authorization of an agency's categorical exclusions under this NWP.

Notification: Certain categorical exclusions approved for authorization under this NWP require the permittee to submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). The activities that require pre-construction notification are listed in the appropriate Regulatory Guidance Letters. (Sections 10 and 404)

Note: The agency or department may submit an application for an activity believed to be categorically excluded to the Office of the Chief of Engineers (Attn: CECW-CO). Prior to approval for authorization under this NWP of any agency's activity, the Office of the Chief of Engineers will solicit public comment. As of the date of issuance of this NWP, agencies with approved categorical exclusions are the: Bureau of Reclamation, Federal Highway Administration, and U.S. Coast Guard. Activities approved for authorization under this NWP as of the date of this notice are found in Corps Regulatory Guidance Letter 05-07, which is available at: <http://www.usace.army.mil/inet/functions/cw/cecwo/reg/rglsindx.htm> .

Any future approved categorical exclusions will be announced in Regulatory Guidance Letters and posted on this same web site.

33. Temporary Construction, Access, and Dewatering. Temporary structures, work, and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites, provided that the associated primary activity is authorized by the Corps of Engineers or the U.S. Coast Guard. This NWP also authorizes temporary structures, work, and discharges, including cofferdams, necessary for construction activities not otherwise subject to the Corps or U.S. Coast Guard permit requirements. Appropriate measures must be taken to maintain near normal downstream flows and to minimize flooding. Fill must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. The use of dredged material may be allowed if the district engineer determines that it will not cause more than minimal adverse effects on aquatic resources. Following completion of construction, temporary fill must be entirely removed to upland areas, dredged material must be returned to its original location, and the affected areas must be restored to pre-construction elevations. The affected areas must also be revegetated, as appropriate. This permit does not authorize the use of cofferdams to dewater wetlands or other aquatic areas to change their use. Structures left in place after construction is completed require a section 10 permit if located in navigable waters of the United States. (See 33 CFR part 322.)

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). The pre-construction notification must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. (Sections 10 and 404)

C. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

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

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

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States.

No claim shall be made against the United States on account of any such removal or alteration.

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

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

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

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

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

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

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

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.

15. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

16. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

17. Endangered Species. (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal “takes” of protected species are in violation of the ESA.

Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world-wide Web pages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

18. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

19. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require pre-construction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns.

Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

21. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

22. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

23. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

24. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

25. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property."

To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

26. Compliance Certification. Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be forwarded by the Corps with the NWP verification letter and will include:

- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;
- (b) A statement that any required mitigation was completed in accordance with the permit conditions; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

27. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
- (2) Forty-five calendar days have passed from the district engineer’s receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee’s right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;
(2) Location of the proposed project;
(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS).

With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) District Engineer's Decision: In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit;

(2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

28. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

IEPA REGIONAL CONDITIONS



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR DOUGLAS P. SCOTT, DIRECTOR

217/782-3362

MAY 10 2007

RECEIVED
MAY 14 2007
CEMVR-OD-P

Rock Island District
Corps of Engineers
Clock Tower Building
Rock Island, IL 61201

Re: Final Notice of Issuance of Nationwide Permits, March 12, 2007
Section 401 Certifications, Denials, and Regional Conditions

Gentlemen:

On March 12, 2007 the Corps of Engineers issued the final notice concerning the disposition of the expiring Nationwide Permits (NWP) under Section 10 of the 1899 Rivers and Harbors Act and Section 404 of the Clean Water Act.

Based on our review of the final rules, Section 401 certifications are hereby issued for the following NWP without conditions:

- NWP 4 - Fish and Wildlife Harvesting, Enhancement, and Attraction Device and Activities
- NWP 5 - Scientific Measuring Devices
- NWP 7 - Outfall Structures and Associated Intake Structures
- NWP 20 - Oil Spill Cleanup
- NWP 22 - Removal of Vessels
- NWP 36 - Boat Ramps
- NWP 45 - Emergency Repair Activities

In addition, the following NWP are hereby issued Section 401 certifications subject to the regional conditions as indicated below:

NWP 3 - Maintenance. Refer to Regional Conditions contained in Attachment 1

NWP 6 - Survey Activities. Refer to Regional Conditions contained in Attachment 2

NWP 12 - Utility Line Activities. Refer to Regional Conditions contained in Attachment 3

NWP 13 - Bank Stabilization. Refer to Regional Conditions contained in Attachment 4

ROCKFORD - 4302 North Main Street, Rockford, IL 61103 - (815) 987-7760 • DES PLAINES - 9511 W. Harrison St., Des Plaines, IL 60016 - (847) 294-4000
ELGIN - 595 South State, Elgin, IL 60123 - (847) 608-3131 • PEORIA - 5415 N. University St., Peoria, IL 61614 - (309) 693-5463
BUREAU OF LAND - PEORIA - 7620 N. University St., Peoria, IL 61614 - (309) 693-5462 • CHAMPAIGN - 2125 South First Street, Champaign, IL 61820 - (217) 278-5800
SPRINGFIELD - 4500 S. Sixth Street Rd., Springfield, IL 62706 - (217) 786-6892 • COLLINSVILLE - 2009 Mall Street, Collinsville, IL 62234 - (618) 346-5120
MARION - 2309 W. Main St., Suite 116, Marion, IL 62959 - (618) 993-7200

NWP 14 - Linear Transportation Projects. Refer to Regional Conditions contained in Attachment 5

NWP 27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities. All activities conducted under NWP 27 shall be in accordance with the provisions of 35 Ill. Adm. Code 405.108. Work in reclaimed surface coal mine areas are required to obtain prior authorization from the Illinois EPA for any activities that result in the use of acid-producing mine refuse.

NWP 33 - Temporary Construction, Access and Dewatering. Refer to Regional Conditions contained in Attachment 6

NWP 38 - Cleanup of Hazardous and Toxic Waste. Refer to Regional Conditions contained in Attachment 7

NWP 41 - Reshaping Existing Drainage Ditches. Refer to Regional Conditions contained in Attachment 8

NWP 46 - Discharges into Ditches. Refer to Regional Conditions contained in Attachment 9

NWP 47 - Pipeline Safety Program Designated Time Sensitive Inspections and Repairs. Refer to Regional Conditions contained in Attachment 10

Section 401 Certification is denied for the following NWPs:

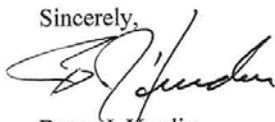
- NWP 15 - U.S. Coast Guard Approved Bridges
- NWP 16 - Return Water from Upland Contained Disposal Areas
- NWP 17 - Hydropower Projects
- NWP 18 - Minor Discharges
- NWP 19 - Minor Dredging
- NWP 21 - Surface Coal Mining Activities
- NWP 23 - Approved Categorical Exclusions
- NWP 25 - Structural Discharges
- NWP 29 - Residential Development
- NWP 30 - Moist Soil Management for Wildlife
- NWP 31 - Maintenance of Existing Flood Control Facilities
- NWP 32 - Completed Enforcement Actions
- NWP 34 - Cranberry Production Activities
- NWP 37 - Emergency Watershed Protection and Rehabilitation
- NWP 39 - Commercial, and Institutional Developments
- NWP 40 - Agricultural Activities
- NWP 42 - Recreational Facilities
- NWP 43 - Stormwater Management Facilities
- NWP 44 - Mining Activities

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Nationwide Permits

NWP 48 - Commercial Shellfish Aquaculture Activities
NWP 49 - Coal Remining Activities
NWP 50 - Underground Coal Mining Activities

Should you have any questions or comments regarding the content of this letter, please contact me or my staff at the above telephone number and address.

Sincerely,



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

cc: Records Unit
CoE, Chicago District
CoE, Louisville District
CoE, Memphis District
CoE, St. Louis District
IDNR, OWR, DWRM, Schaumburg and Springfield
USEPA, Region 5
USFWS, Rock Island, Barrington and Marion

Attachment 1

**ILLINOIS EPA WATER QUALITY CERTIFICATION
REGIONAL CONDITIONS FOR NATIONWIDE PERMIT 3**

1. The applicant shall not cause:
 - A. violation of applicable provisions of the Illinois Environmental Protection Act;
 - B. water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - C. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation; or
 - D. interference with water use practices near public recreation areas or water supply intakes.
2. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all state statues, as determined by the Illinois EPA.
3. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.
4. The applicant for Nationwide Permit 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.
5. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant for Nationwide 3 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 for Nationwide 3 shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
6. The applicant for Nationwide 3 shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).
7. Temporary work pads, cofferdams, access roads and other temporary fills shall be constructed of clean coarse aggregate or non-erodible non-carthen fill material that will not cause siltation. Sandbags, pre-fabricated rigid materials, sheet piling, inflatable bladders and fabric lined basins may be used for temporary facilities.
8. The applicant for Nationwide 3 that uses temporary work pads, cofferdams, access roads and other temporary fills in order to perform work in creeks, streams, or rivers shall maintain flow in these waters by utilizing dam and pumping, fluming, culverts or other such techniques.

Attachment 2

**ILLINOIS EPA WATER QUALITY CERTIFICATION
REGIONAL CONDITIONS FOR NATIONWIDE PERMIT 6**

1. The applicant shall not cause:
 - A. violation of applicable provisions of the Illinois Environmental Protection Act;
 - B. water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - C. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation; or
 - D. interference with water use practices near public recreation areas or water supply intakes.
2. The applicant for Nationwide Permit 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. Material resulting from trench excavation within surface waters of the State may be temporarily sidecast adjacent to the trench excavation provided that:
 - A. Sidecast material is not placed within a creek, stream, river or other flowing water body such that material dispersion could occur;
 - B. Side cast material is not placed within ponds or other water bodies other than wetlands; and
 - C. Sidecast material is not placed within a wetland for a period longer than twenty (20) calendar days. Such sidecast material shall either be removed from the site, or used as backfill (refer to Condition 4 and 5).
4. Backfill used within trenches passing through surface water of the State, except wetland areas, shall be clean course aggregate, gravel or other material which will not cause siltation. Excavated material may be used only if:
 - A. Particle size analysis is conducted and demonstrates the material to be at least 80% sand or larger size material, using a #230 U.S. sieve; or
 - B. Excavation and backfilling are done under dry conditions.
5. Backfill used within trenches passing through wetland areas shall consist of clean material which will not cause siltation. Excavated material shall be used to the extent practicable, with the upper six (6) to twelve (12) inches backfilled with the topsoil obtained during trench excavation.
6. Temporary work pads shall be constructed of clean coarse aggregate or non-erodible non-earthen fill material that will not cause siltation. Sandbags, pre-fabricated rigid materials, sheet piling, inflatable bladders and fabric lined basins may be used for temporary facilities.
7. The applicant for Nationwide 6 that uses temporary work pads in order to perform work in creeks, streams, or rivers shall maintain flow in the these waters by utilizing dam and pumping, fluming, culverts or other such techniques.

Attachment 3

**ILLINOIS EPA WATER QUALITY CERTIFICATION
REGIONAL CONDITIONS FOR NATIONWIDE PERMIT 12**

The Illinois Environmental Protection Agency hereby issues Section 401 water quality certification applicable to Nationwide Permit 12. Department of the Army (DA) authorization pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) under Nationwide 12 will be subject to the Illinois EPA conditions in addition to the conditions imposed by the Corps of Engineers, issued with the Nationwide Permits. The affected geographical area is the entire State of Illinois and all waters of the United States on the border and therein.

1. Case-specific water quality certification from the Illinois EPA will be required for activities in the following waters:
 - A. Chicago Sanitary and Ship Canal
 - B. Calumet-Sag Channel
 - C. Little Calumet River
 - D. Grand Calumet River
 - E. Calumet River
 - F. South Branch of the Chicago River (including the South Fork)
 - G. North Branch of the Chicago River (including the East and West Forks and the Skokie Lagoons)
 - H. Chicago River (Main Stem)
 - I. Lake Calumet
 - J. Des Plaines River
 - K. Fox River (including the Fox Chain of Lakes)
 - L. Saline River (in Hardin County)
 - M. Richland Creek (in St. Clair and Monroe Counties)
 - N. Lake Michigan
 - O. Rock River (in Winnebago County)
 - P. Illinois River upstream of mile 229.6 (Illinois Route 178 bridge)
 - Q. Illinois River between mile 140.0 and 182.0
 - R. Pettibone Creek (in Lake County)
 - S. DuPage River (including the East and West Branches)
 - T. Salt Creek (Des Plaines River Watershed)
 - U. Waukegan River (including the South Branch)
 - V. All Public and Food Processing Water Supplies with surface intake facilities. The Illinois EPA's Bureau of Water, Watershed Management Section at 217/782-3362 may be contacted for information on these water supplies.

2. Section 401 is hereby issued for all other waters, with the following conditions:
 - A. The applicant for Nationwide Permit 12 shall not cause:
 - i. violation of applicable provisions of the Illinois Environmental Protection Act;
 - ii. water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - iii. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation; or

- iv. interference with water use practices near public recreation areas or water supply intakes.
- B. The applicant for Nationwide Permit 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.
- C. Material resulting from trench excavation within surface waters of the State may be temporarily sidecast adjacent to the trench excavation provided that:
 - i. Sidecast material is not placed within a creek, stream, river or other flowing water body such that material dispersion could occur;
 - ii. Side cast material is not placed within ponds or other water bodies other than wetlands; and
 - iii. Sidecast material is not placed within a wetland for a period longer than twenty (20) calendar days. Such sidecast material shall either be removed from the site (refer to Condition 2.F), or used as backfill (refer to Condition 2.D and 2.E).
- D. Backfill used within trenches passing through surface water of the State, except wetland areas, shall be clean course aggregate, gravel or other material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material may be used only if:
 - i. Particle size analysis is conducted and demonstrates the material to be at least 80% sand or larger size material, using a #230 U.S. sieve; or
 - ii. Excavation and backfilling are done under dry conditions.
- E. Backfill used within trenches passing through wetland areas shall consist of clean material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material shall be used to the extent practicable, with the upper six (6) to twelve (12) inches backfilled with the topsoil obtained during trench excavation.
- F. All material excavated which is not being used as backfill as stipulated in Condition 2.D and 2.E shall be stored or disposed in self-contained areas with no discharge to waters of the State. Material shall be disposed of appropriately under the regulations at 35 Il. Adm. Code Subtitle G.
- G. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant for Nationwide 12 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 for Nationwide 12 shall be responsible for obtaining an NPDES Storm Water Permit required by the federal Clean Water Act prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
- H. The applicant for Nationwide 12 shall implement erosion control measures consistent with

the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).

- I. The use of directional drilling to install utility pipelines below surface waters of the State is hereby certified provided that:
 - i. All pits and other construction necessary for the directional drilling process are located outside of surface waters of the State;
 - ii. All drilling fluids shall be adequately contained such that they cannot make their way to surface waters of the State. Such fluids shall be treated as stipulated in Condition 2.F; and
 - iii. Erosion and sediment control is provided in accordance with Conditions 2.B, 2.G, and 2.H.
- J. Temporary work pads, cofferdams, access roads and other temporary fills shall be constructed of clean coarse aggregate or non-erodible non-earthen fill material that will not cause siltation. Material excavated or dredged from the surface water or wetland shall not be used to construct the temporary facility. Sandbags, pre-fabricated rigid materials, sheet piling, inflatable bladders and fabric lined basins may be used for temporary facilities.
- K. The applicant for Nationwide 12 that uses temporary work pads, cofferdams, access roads or other temporary fills in order to perform work in creeks, streams, or rivers for construction activities shall maintain flow in the these waters during such construction activity by utilizing dam and pumping, fluming, culverts or other such techniques.
- L. Permanent access roads shall be constructed of clean coarse aggregate or non-erodible non-earthen fill material that will not cause siltation. Material excavated or dredged from the surface water or wetland shall not be used to construct the access road in waters of the state. The applicant for Nationwide 12 that constructs access roads shall maintain flow in creeks, streams and rivers by installing culverts, bridges or other such techniques.
- M. Case specific water quality certification from Illinois EPA will be required for projects that involve dredge and fill activities in bogs, fens or forested wetlands defined as follows:
 - i. A bog is a low nutrient peatland, usually in a glacial depression, that is acidic in the surface stratum and often dominated at least in part by the genus *Sphagnum*. P.
 - ii. A fen is a peatland, herbaceous (including calcareous floating mats) or wooded, with calcareous groundwater flow.
 - iii. A forested wetland is a wetland dominated by native woody vegetation with at least one of the following species or genera present: *Carya spp.*, *Cephalanthus occidentalis*, *Cornus alternifolia*, *Fraxinus nigra*, *Juglans cinerea*, *Nyssa sylvatica*, *Querus spp.*, *Thuja occidentalis*, *Betula nigra*, *Betula alleghaniensis*, *Betula papyrifera*, *Fagus grandifolia*.

Attachment 4

**ILLINOIS EPA WATER QUALITY CERTIFICATION
REGIONAL CONDITIONS FOR NATIONWIDE PERMIT 13**

1. The bank stabilization activities shall not exceed 500 linear feet.
2. Asphalt, bituminous material and concrete with protruding material such as reinforcing bars or mesh shall not be:
 - A. used for backfill;
 - B. placed on shorelines/streambanks; or
 - C. placed in waters of the State.
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, as determined by the Illinois EPA.
4. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.
5. The applicant shall consider installing bioengineering practices in lieu of structural practices of bank stabilization to minimize impacts to the lake, pond, river or stream and enhance aquatic habitat. Bioengineering techniques may include, but are not limited to:
 - A. adequately sized riprap or A-Jack structures keyed into the toe of the slope with native plantings on the banks above;
 - B. vegetated geogrids;
 - C. coconut fiber (coir) logs;
 - D. live, woody vegetative cuttings, fascines or stumps;
 - E. brush layering; and
 - F. soil lifts.

Attachment 5

**ILLINOIS EPA WATER QUALITY CERTIFICATION
REGIONAL CONDITIONS FOR NATIONWIDE PERMIT 14**

1. The affected area of the stream channel shall not exceed 100 linear feet, as measured along the stream corridor.
2. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all state statues, as determined by the Illinois EPA
3. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.
4. The applicant shall not cause:
 - A. violation of applicable provisions of the Illinois Environmental Protection Act;
 - B. water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - C. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation; or
 - D. interference with water use practices near public recreation areas or water supply intakes.
5. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
6. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).
7. Temporary work pads, cofferdams, access roads and other temporary fills shall be constructed of clean coarse aggregate or non-erodible non-earthen fill material that will not cause siltation. Sandbags, pre-fabricated rigid materials, sheet piling, inflatable bladders and fabric lined basins may be used for temporary facilities.
8. The applicant for Nationwide Permit 14 that uses temporary work pads, cofferdams, access roads and other temporary fills in order to perform work in creeks, streams, or rivers shall maintain flow in these waters by utilizing dam and pumping, fluming, culverts or other such techniques.
9. Case specific water quality certification from Illinois EPA will be required for projects that involve dredge and fill activities in bogs, fens or forested wetlands defined as follows:

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

Attachment 6

**ILLINOIS EPA WATER QUALITY CERTIFICATION
REGIONAL CONDITIONS FOR NATIONWIDE PERMIT 33**

1. 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, as determined by the Illinois EPA.
2. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.
3. The applicant shall not cause:
 - A. violation of applicable provisions of the Illinois Environmental Protection Act;
 - B. water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - C. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation; or
 - D. interference with water use practices near public recreation areas or water supply intakes.
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 1 (one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).
6. Temporary work pads, cofferdams, access roads and other temporary fills shall be constructed of clean coarse aggregate or non-erodible non-earthen fill material that will not cause siltation. Sandbags, pre-fabricated rigid materials, sheet piling, inflatable bladders and fabric lined basins may be used for temporary facilities.
7. The applicant for Nationwide Permit 33 that uses temporary work pads, cofferdams, access roads and other temporary fills in order to perform work in creeks, streams, or rivers shall maintain flow in these waters by utilizing dam and pumping, fluming, culverts or other such techniques.

Attachment 7

**ILLINOIS EPA WATER QUALITY CERTIFICATION
REGIONAL CONDITIONS FOR NATIONWIDE PERMIT 38**

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

2. In addition to any actions required of the NWP applicant with respect to the "Notification" General Condition 27, the applicant shall notify the Illinois EPA, Bureau of Water, of the specific activity. This notification shall include information concerning the orders and approvals that have been or will be obtained from the Illinois EPA Bureau of Land (BOL), for all cleanup activities under BOL jurisdiction or for which authorization or approval is sought from BOL for no further remedial action.

3. This certification for Nationwide Permit 38 is not valid for activities that do not require or will not receive authorization or approval from the BOL.

Attachment 8

**ILLINOIS EPA WATER QUALITY CERTIFICATION
REGIONAL CONDITIONS FOR NATIONWIDE PERMIT 41**

1. The applicant shall not cause:
 - A. violation of applicable provisions of the Illinois Environmental Protection Act;
 - B. water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - C. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation; or
 - D. interference with water use practices near public recreation areas or water supply intakes.
2. The applicant for Nationwide Permit 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 statues, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by the Illinois EPA. 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 1 (one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).
6. The applicant is advised that the following permit(s) must be obtained from the Agency: permits to construct sanitary sewers, water mains and related facilities prior to construction.
7. 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 and/or streams.

Attachment 9

**ILLINOIS EPA WATER QUALITY CERTIFICATION
REGIONAL CONDITIONS FOR NATIONWIDE PERMIT 46**

1. The applicant shall not cause:
 - A. violation of applicable provisions of the Illinois Environmental Protection Act;
 - B. water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - C. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation; or
 - D. interference with water use practices near public recreation areas or water supply intakes.
2. The applicant for Nationwide Permit 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 statues, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by the Illinois EPA. 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 1 (one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).
6. The applicant is advised that the following permit(s) must be obtained from the Agency: permits to construct sanitary sewers, water mains and related facilities prior to construction.
7. 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 and/or streams.
8. The applicant shall not sever the connection between upstream and downstream surface waters of the State by the discharge of dredged or fill material into ditches.

Attachment 10

**ILLINOIS EPA WATER QUALITY CERTIFICATION
REGIONAL CONDITIONS FOR NATIONWIDE PERMIT 47**

The Illinois Environmental Protection Agency hereby issues Section 401 water quality certification applicable to Nationwide Permit 47. Department of the Army (DA) authorization pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) under Nationwide 47 will be subject to the Illinois EPA conditions in addition to the conditions imposed by the Corps of Engineers, issued with the Nationwide Permits. The affected geographical area is the entire State of Illinois and all waters of the United States on the border and therein.

1. Case-specific water quality certification from the Illinois EPA will be required for the discharge of dredged materials in the following waters :

- A. Chicago Sanitary and Ship Canal
- B. Calumet-Sag Channel
- C. Little Calumet River
- D. Grand Calumet River
- E. Calumet River
- F. South Branch of the Chicago River (including the South Fork)
- G. North Branch of the Chicago River (including the East and West Forks and the Skokie Lagoons)
- H. Chicago River (Main Stem)
- I. Lake Calumet
- J. Des Plaines River
- K. Fox River (including the Fox Chain of Lakes)
- L. Saline River (in Hardin County)
- M. Richland Creek (in St. Clair and Monroe Counties)
- N. Lake Michigan
- O. Rock River (in Winnebago County)
- P. Illinois River upstream of mile 229.6 (Illinois Route 178 bridge)
- Q. Illinois River between mile 140.0 and 182.0
- R. Pettibone Creek (in Lake County)
- S. DuPage River (including the East and West Branches)
- T. Salt Creek (Des Plaines River Watershed)
- U. Waukegan River (including the South Branch)
- V. All Public and Food Processing Water Supplies with surface intake facilities. The Illinois EPA's Bureau of Water, Watershed Management Section can be contacted at 217-782-3362 for further information on these water supplies.

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2. Section 401 is hereby issued for all other waters and for projects in the waters identified in Condition 1 that do not involve discharge of dredged materials , with the following conditions:
 - A. The applicant shall not cause:
 - i. violation of applicable provisions of the Illinois Environmental Protection Act;
 - ii. water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - iii. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation; or
 - iv. interference with water use practices near public recreation areas or water supply intakes.
 - B. The applicant for Nationwide Permit 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.
 - C. 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 required by the Clean Water Act prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section
 - D. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).
 - E. Backfill used within trenches passing through wetland areas shall consist of clean material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material shall be used to the extent practicable, with the upper six (6) to twelve (12) inches backfilled with the topsoil obtained during trench excavation.
 - F. All material excavated which is not being used as backfill as stipulated in Condition 2.F and 2.G shall be stored or disposed in self-contained areas with no discharge to waters of the State. Material shall be disposed of appropriately under the regulations at 35 Il. Adm. Code Subtitle G.
 - G. The use of directional drilling to install utility pipelines below surface waters of the State is hereby certified provided that:
 - i. All pits and other construction necessary for the directional drilling process are located outside of surface waters of the State;
 - ii. All drilling fluids shall be adequately contained such that they cannot make their way to surface waters of the State. Such fluids shall be treated as stipulated in Condition 2.H; and
 - iii. Erosion and sediment control is provided in accordance with Conditions 2.B, 2.C, and 2.D.

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- H. Temporary work pads, cofferdams, access roads and other temporary fills shall be constructed of clean coarse aggregate or non-erodible non-earthen fill material that will not cause siltation. Material dredged or excavated from the surface water or wetland shall not be used to construct the temporary facility. Sandbags, pre-fabricated rigid materials, sheet piling, inflatable bladders and fabric lined basins may be used for temporary facilities.
- I. The applicant for Nationwide 47 that uses temporary work pads, cofferdams, access roads or other temporary fills in order to perform work in creeks, streams, or rivers for construction activities shall maintain flow in the these waters during such construction activity by utilizing dam and pumping, fluming, culverts or other such techniques.

STORM WATER POLLUTION PREVENTION PLAN



Storm Water Pollution Prevention Plan

Route FAP ROUTE 998 Marked Rte. I-70
Section 82-1A Project No. _____
County ST. CLAIR Contract No. 76C41

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) 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.

MARY C. LAMIE
Print Name
DEPUTY DIRECTOR OF HIGHWAYS
REGION FIVE ENGINEER
Title
ILLINOIS DEPARTMENT OF TRANSPORTATION
Agency

Mary C. Lamie
Signature
2/7/11
Date

I. Site Description:

A. Provide a description of the project location (include latitude and longitude):

THE PROJECT LIMITS ARE LOCATED WITHIN THE MUNICIPALITY OF FAIRMONT CITY AND ENCOMPASSES AN AREA WITH THE NORTH LIMIT BEING THE PROXIMITY OF THE UNDERGROUND CAHOKIA CANAL BOX CULVERT, THE WEST LIMITS BEING THE TRRA RAILROAD RIGHT OF WAY, THE EAST LIMIT BEING THE PROPOSED I-70 CORRIDOR EASTERN RIGHT OF WAY, AND THE SOUTH LIMIT BEING 1ST STREET.

(LAT 38.6415, LONG -90.1541)

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

THE CONSTRUCTION ACTIVITY CONSISTS OF EXISTING UTILITY REMOVAL, SITE CLEARING, STRUCTURE REPAIR OF CONCRETE TO CAHOKIA CANAL BOX CULVERT, ROAD EMBANKMENT CONSTRUCTION, SEWER CONSTRUCTION, AND DITCH CONSTRUCTION.

C. Provide the estimated duration of this project:

15 months

D. The total area of the construction site is estimated to be 46.4 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 46.4 acres.

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

SOME OF THE PREVIOUSLY IMPERVIOUS AREAS WILL BE REPLACED WITH CONCRETE (IMPERVIOUS). THE COMPLETED AREA WILL HAVE AN APPROXIMATE RUNOFF COEFFICIENT OF 0.44.

- F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:
SOIL SURVEY INDICATES AREA IS DEFINED AS URBAN LAND (533), FULTS SILTY CLAY (8591A) AND GORHAM SILTY CLAY LOAM (8162A) - THIS SOIL IS POORLY DRAINED AND EXPERIENCES OCCASIONALLY FLOODING.
- G. Provide an aerial extent of wetland acreage at the site:
No Wetlands to be mitigated.
- H. Provide a description of potentially erosive areas associated with this project:
IN GENERAL THE AREA IS FLAT WITH POOR DRAINAGE AND IS NOT SUSCEPTIBLE TO POTENTIAL EROSION.
- I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):
IN GENERAL THE EXISTING SITE IS VERY FLAT WITH VERY LITTLE DEFINED DRAINAGE. EXISTING TREES AND SHRUBS WILL BE CLEARED FROM THE SITE PER CONTRACT PLANS.
- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- K. Identify who owns the drainage system (municipality or agency) this project will drain into:
I-70 MAINLINE DITCHES LOCATED IN MUNICIPALITY OF FAIRMONT CITY, DRAIN INTO CAHOKIA CANAL. BOX CULVERT OWNED BY METRO EAST SANITARY DISTRICT (MESD).
- L. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:
CAHOKIA CANAL
- M. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.
IN GENERAL THE EXISTING SITE IS VERY FLAT AND MOST AREAS WILL BE DISTURBED DURING UTILITY REMOVALS AND GRADING. THERE WILL BE AN AREA OF TREES TO BE SALVAGED ALONG THE WEST I-70 ROW BETWEEN STATION 182+07 TO STATION 186+10. THIS AREA WILL BE FENCED OFF DURING CONSTRUCTION TO PROTECT THE TREES.
- N. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:
- Floodplain
 - Wetland Riparian
 - Threatened and Endangered Species
 - Historic Preservation
 - 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
 - Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
 - Applicable Federal, Tribal, State or Local Programs
 - Other
1. 303(d) Listed receiving waters (fill out this section if checked above):
CAHOKIA CANAL
- a. The name(s) of the listed water body, and identification of all pollutants causing impairment:
CAHOKIA CANAL.
CAUSES OF IMPAIRMENT: ALTERATION IN STREAM-SIDE OR LITTORAL VEGETATIVE COVERS, IRON, DISSOLVED OXYGEN, SEDIMENTATION/SILTATION, TOTAL SUSPENDED

SOLIDS (TSS), PHOSPHORUS (TOTAL), CHANGES IN STREAM DEPTH AND VELOCITY PATTERNS, LOSS OF INSTREAM COVER.

- b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

SEDIMENT CONTROL, TEMPORARY SEDIMENT BASIN - DETENTION BASIN 2 WILL BE UTILIZED AS A TEMPORARY SEDIMENT BASIN DURING CONSTRUCTION TO CAPTURE WATER BORNED SILT AND PREVENT IT FROM EXITING THE CONSTRUCTION AREA. THE OUTFALL OF THE BASIN WILL BE CONTROLLED BY A STONE RIPRAP AGGREGATE BERM TO CAPTURE REMAINING SILT. TEMPORARY DICH CHECKS WILL BE INSTALLED IN THE DITCHES TO CAPTURE ANY SEDIMENT TRANSPORTED DURING THE CONSTRUCTION.

- c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

THE DISCHARGE FROM DETENTION BASIN 2 ENTERS TO CAHOKIA CANAL CULVERT AT APPROX STA 153+75 RT, THRU STORM SEWERS. STORMWATER DETENTION WILL BE PROVIDED FOR THE PROPOSED ROADWAY CONSTRUCTION BEFORE THE FLOW ENTERING INTO CAHOKIA CANAL.

- d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

THE PROJECT DOES NOT HAVE ANY DEWATERING DISCHARGES TO THE WATER BODY.

2. TMDL (fill out this section if checked above)

- a. The name(s) of the listed water body:

CAHOKIA CANAL.

- b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

THE ONLY TMDL FOR CAHOKIA CANAL IS DISSOLVED OXYGEN. THE DISSOLVED OXYGEN IS FROM THE AGRICULTURAL SOURCES IN THE WATERSHED. THE PROJECT ACTIVITIES WILL NOT IMPACT THE CONCENTRATIONS OF DISSOLVED OXYGEN IN THE CAHOKIA CANAL. VARIOUS EROSION AND SEDIMENT CONTROL PRACTICES LIKE EROSION CONTROL BLANKET, SEDIMENT BASINS, TEMPORARY DITCH CHECKS, TEMPORARY EROSION CONTROL SEEDING ETC. WILL BE USED ON THE PROJECT TO DISCHARGE CLEAN WATER.

- c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

DISSOLVED OXYGEN (DO) CONCENTRATIONS NEED TO BE ABOVE 6.0 mg/L DURING 16 HOURS OF ANY 24 HOUR PERIOD AND MUST NEVER GO BELOW 5.0 mg/L FOR CAHOKIA CANAL. THE PROJECT SITE CONSTRUCTION ACTIVITIES WILL NOT IMPACT THE CONCENTRATIONS OF DISSOLVED OXYGEN IN THE CAHOKIA CANAL.

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

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

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.B. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. Erosion and Sediment Controls

1. **Stabilized Practices:** Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1) and II(A)(3), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

Where the initiation of stabilization measures by the seventh day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

The following stabilization practices will be used for this project:

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

Describe how the stabilization practices listed above will be utilized during construction:

ONCE AREAS HAVE BEEN CLEARED, TEMPORARY EROSION CONTROL SEEDING SHALL BE APPLIED IN ACCORDANCE WITH THE SPECIAL PROVISION. SEED MIXTURE WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED. OATS WILL BE APPLIED FROM MARCH 1 TO JULY 31 AND WINTER WHEAT FROM AUGUST 1 TO NOVEMBER 15.
 MULCHING - MULCH WILL BE APPLIED IN RELATIVELY FLAT AREAS TO PREVENT FURTHER EROSION.
 EROSION CONTROL BLANKET - WILL BE USED IN AREAS WITH STEEP SLOPES.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

PERMANENT STABILIZATION - ALL AREAS DISTURBED BY CONSTRUCTION WILL BE STABILIZED AS SOON AS PERMITTED WITH PERMANENT SEEDING CLASS 7 (SPECIAL) / SEEDING CLASS 2A FOLLOWING THE FINISHED GRADING, BUT ALWAYS WITHIN SEVEN DAYS WITH TEMPORARY EROSION CONTROL SEEDING.

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

The following structural practices will be used for this project:

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

- | | |
|---|--|
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Other (specify) |

Describe how the structural practices listed above will be utilized during construction:

SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE - COARSE AGGREGATE OVERLAYING A GEOTEXTILE FABRIC WILL BE PLACED IN LOCATIONS NECESSARY FOR CONTRACTOR ACCESS. THE AGGREGATE SURFACE OF THE ACCESS POINTS WILL CAPTURE SOIL DEBRIS, REDUCING THE AMOUNT OF SOIL DEPOSITS PLACED ON TO THE ROADWAY BY VEHICLES LEAVING THE WORK AREA.

SEDIMENT CONTROL, PERIMETER EROSION BARRIER - A PERIMETER EROSION BARRIER WILL BE PLACED ADJACENT TO THE AREAS OF CONSTRUCTION TO INTERCEPT WATERBORNE SILT AND PREVENT IT FROM LEAVING THE SITE. THESE AREAS ARE MARKED ON THE EROSION CONTROL PLANS.

SEDIMENT CONTROL, TEMPORARY SEDIMENT BASIN - DETENTION BASIN 2 WILL BE UTILIZED AS A TEMPORARY SEDIMENT BASIN DURING CONSTRUCTION TO CAPTURE WATER BORNED SILT AND PREVENT IT FROM EXITING THE CONSTRUCTION AREA. THE OUTFALL OF THE BASIN WILL BE CONTROLLED BY A STONE RIPRAP AGGREGATE BERM TO CAPTURE REMAINING SILT.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

RIP RAP WILL BE USED AS OULTET PROTECTION FOR THE PROPOSED CULVERTS AND ARTICULATED BLOCK REVETMENT MAT WILL BE INSTALLED AFTER THE FINAL DITCH GRADING AS SPECIFIED ON THE PLANS.

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

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

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

- b. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of storm water management controls:

STORMWATER DETENTION WILL BE PROVIDED FOR THE PROPOSED ROADWAY CONSTRUCTION.

4. **Approved State or Local Laws:** The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the 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:

ALL MANAGEMENT PRACTICES, CONTROLS, AND OTHER PROVISIONS PROVIDED IN THIS PLAN ARE IN ACCORDANCE WITH "IDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE ILLINOIS URBAN MANUAL".

5. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
- a. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
- Approximate duration of the project, including each stage of the project
 - Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization timeframe
 - Mass clearing and grubbing/roadside clearing dates
 - Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
 - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operations
 - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
 - Permanent stabilization activities for each area of the project
- b. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
- Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
 - Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
 - Stockpile Management – Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
 - Waste Disposal – Discuss methods of waste disposal that will be used for this project.
 - Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
 - Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
 - Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
 - Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacturer's specifications.

1. SEEDING - ALL ERODIBLE BARE EARTH WILL BE TEMPORARILY SEEDED ON A WEEKLY BASIS TO MINIMIZE THE AMOUNT OF ERODIBLE SURFACE WITHIN THE CONTRACT LIMITS.
2. PERIMETER EROSION BARRIER - SEDIMENT WILL BE REMOVED IF THE INTEGRITY OF THE FENCING IS IN JEOPARDY AND ANY FENCING KNOCKED DOWN WILL BE REPAIRED IMMEDIATELY.
3. EROSION CONTROL BLANKET/MULCHING - ANY AREAS THAT FAIL WILL BE REPAIRED IMMEDIATELY.
4. PROTECTION OF TREES/TEMPORARY TREE PROTECTION - ANY PROTECTIVE MEASURES WHICH ARE KNOCKED DOWN WILL BE REPAIRED IMMEDIATELY.

5. DITCH CHECKS - SEDIMENT WILL BE REMOVED IF THE INTEGRITY OF THE DITCH CHECK IS IN JEOPARDY. ANY DITCH CHECKS WHICH FAIL WILL BE REPAIRED OR REPLACED IMMEDIATELY.

ALL MAINTENANCE OF EROSION CONTROL SYSTEMS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL CONSTRUCTION IS COMPLETE AND ACCEPTED BY IDOT AFTER FINAL INSPECTION. ALL LOCATIONS WHERE VEHICLES ENTER AND EXIT THE CONSTRUCTION SITE AND ALL OTHER AREAS SUBJECT TO EROSION SHOULD ALSO BE INSPECTED PERIODICALLY.

INSPECTION OF THESE AREAS SHALL BE MADE AT LEAST ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS OF THE END OF EACH 0.5 INCHES OR GREATER RAINFALL, OR AN EQUIVALENT SNOWFALL. THE PROJECT SHALL ADDITIONALLY BE INSPECTED BY THE CONSTRUCTION FIELD ENGINEER ON A BI-WEEKLY BASIS TO DETERMINE THAT EROSION CONTROL EFFORTS ARE IN PLACE AND EFFECTIVE AND IF OTHER EROSION CONTROL WORK IS NECESSARY.

THE TEMPORARY EROSION CONTROL SYSTEMS SHALL BE REMOVED AS DIRECTED BY THE ENGINEER AFTER USE IS NO LONGER NEEDED. THE COST OF THIS REMOVAL SHALL BE INCLUDED IN THE UNIT BID PRICE FOR THE TEMPORARY EROSION CONTROL SYSTEM.

IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm that is 0.5 inch or greater or equivalent snowfall.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA 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 non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

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

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

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.



Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.5 of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route FAP ROUTE 998 Marked Rte. I-70
 Section 82-1A Project No. _____
 County ST. CLAIR Contract No. 76C41

This certification statement is a part of the SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in the SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

_____	_____
Print Name	Signature
_____	_____
Title	Date
_____	_____
Name of Firm	Telephone
_____	_____
Street Address	City/State/ZIP

Items which this Contractor/subcontractor will be responsible for as required in Section II.5. of the SWPPP:

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR ST. CLAIR COUNTY EFFECTIVE MAY 2011

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

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

Saint Clair County Prevailing Wage for May 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		27.800	28.300	1.5	1.5	2.0	5.350	9.850	0.000	0.800
ASBESTOS ABT-MEC		BLD		28.710	29.710	1.5	1.5	2.0	6.400	2.500	0.000	0.000
BOILERMAKER		BLD		31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500	0.350
BRICK MASON		BLD		28.290	30.110	1.5	1.5	2.0	7.250	9.430	2.000	0.500
CARPENTER		ALL		33.230	34.730	1.5	1.5	2.0	6.050	5.750	0.000	0.350
CEMENT MASON		ALL		30.250	31.250	1.5	1.5	2.0	8.000	10.35	0.000	0.200
CERAMIC TILE FNSHER		BLD		25.390	0.000	1.5	1.5	2.0	5.650	5.110	0.000	0.440
ELECTRIC PWR EQMT OP		ALL		34.000	0.000	1.5	2.0	2.0	5.170	9.520	0.000	0.260
ELECTRIC PWR GRNDMAN		ALL		25.380	0.000	1.5	2.0	2.0	3.860	7.110	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.090	40.980	1.5	2.0	2.0	5.940	10.95	0.000	0.290
ELECTRIC PWR TRK DRV		ALL		27.750	0.000	1.5	2.0	2.0	4.220	7.770	0.000	0.210
ELECTRICIAN		ALL		36.300	38.480	1.5	1.5	2.0	6.720	7.440	0.000	0.540
ELECTRONIC SYS TECH		BLD		29.920	31.670	1.5	1.5	2.0	3.200	7.400	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD		42.195	47.470	2.0	2.0	2.0	10.53	10.71	2.530	0.000
FLOOR LAYER		BLD		28.930	29.680	1.5	1.5	2.0	6.050	5.750	0.000	0.350
GLAZIER		BLD		31.680	0.000	2.0	2.0	2.0	9.020	10.30	2.540	0.310
HT/FROST INSULATOR		BLD		36.260	37.260	1.5	1.5	2.0	7.150	10.46	0.000	0.500
IRON WORKER		ALL		30.350	32.350	1.5	1.5	2.0	6.360	11.85	0.000	0.420
LABORER	N	ALL		27.300	27.800	1.5	1.5	2.0	5.350	9.850	0.000	0.800
LABORER	S	ALL		25.650	26.150	1.5	1.5	2.0	5.450	11.40	0.000	0.800
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		BLD		25.390	0.000	1.5	1.5	2.0	5.650	5.110	0.000	0.440
MARBLE MASON		BLD		28.290	30.110	1.5	1.5	2.0	7.250	9.430	2.000	0.500
MILLWRIGHT		ALL		33.230	34.730	1.5	1.5	2.0	6.050	5.750	0.000	0.350
OPERATING ENGINEER		BLD	1	32.000	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	2	30.870	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	3	26.390	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	4	26.450	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	5	26.120	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	6	32.550	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	7	32.850	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	8	33.130	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	9	34.000	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	1	30.500	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	2	29.370	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	3	24.890	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	4	24.950	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	5	24.620	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	6	31.050	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	7	31.350	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	8	31.630	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	9	32.500	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
PAINTER		BLD		29.250	30.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER		HWY		30.450	31.950	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER OVER 30FT		BLD		30.250	31.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER PWR EQMT		BLD		30.250	31.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER PWR EQMT		HWY		31.450	32.950	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PILEDRIVER		ALL		33.230	34.730	1.5	1.5	2.0	6.050	5.750	0.000	0.350
PIPEFITTER	NW	BLD		34.600	36.600	1.5	1.5	2.0	6.440	8.000	0.000	0.750
PIPEFITTER	SE	BLD		34.500	37.000	1.5	1.5	2.0	7.200	5.300	0.000	0.575
PLASTERER		BLD		30.250	31.250	1.5	1.5	2.0	8.000	8.250	0.000	0.050
PLUMBER	NW	BLD		34.650	37.150	1.5	1.5	2.0	5.900	6.100	0.000	0.400
PLUMBER	SE	BLD		34.500	37.000	1.5	1.5	2.0	7.200	5.300	0.000	0.575
ROOFER		BLD		28.650	30.650	1.5	1.5	2.0	7.900	6.650	0.000	0.200
SHEETMETAL WORKER		ALL		31.390	32.890	1.5	1.5	2.0	6.430	6.490	1.890	0.360
SPRINKLER FITTER		BLD		37.230	40.230	2.0	2.0	2.0	8.050	9.700	0.000	0.850
TERRAZZO FINISHER		BLD		31.240	0.000	1.5	1.5	2.0	5.650	1.940	0.000	0.070
TERRAZZO MASON		BLD		32.530	32.830	1.5	1.5	2.0	5.650	4.980	0.000	0.070

TRUCK DRIVER	ALL	1	29.600	0.000	1.5	1.5	2.0	9.050	4.500	0.000	0.250
TRUCK DRIVER	ALL	2	30.020	0.000	1.5	1.5	2.0	9.050	4.500	0.000	0.250
TRUCK DRIVER	ALL	3	30.230	0.000	1.5	1.5	2.0	9.050	4.500	0.000	0.250
TRUCK DRIVER	ALL	4	30.490	0.000	1.5	1.5	2.0	9.050	4.500	0.000	0.250
TRUCK DRIVER	ALL	5	31.280	0.000	1.5	1.5	2.0	9.050	4.500	0.000	0.250
TRUCK DRIVER	O&C	1	23.680	0.000	1.5	1.5	2.0	9.050	4.500	0.000	0.250
TRUCK DRIVER	O&C	2	24.020	0.000	1.5	1.5	2.0	9.050	4.500	0.000	0.250
TRUCK DRIVER	O&C	3	24.180	0.000	1.5	1.5	2.0	9.050	4.500	0.000	0.250
TRUCK DRIVER	O&C	4	24.390	0.000	1.5	1.5	2.0	9.050	4.500	0.000	0.250
TRUCK DRIVER	O&C	5	25.020	0.000	1.5	1.5	2.0	9.050	4.500	0.000	0.250

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

ST. CLAIR COUNTY

LABORERS (NORTH) - The area bounded by Route 159 to a point south of Fairview Heights and west-southwest to Route 3 at Monroe County line.

PLUMBERS & PIPEFITTERS (SOUTHEAST) - That part of the county bordered by Rt. 50 on the North and West including Belleville.

PLUMBERS (NORTHWEST) - Towns of Aloraton, Brooklyn, Cahokia, Caseyville, Centreville, Dupo, East Carondelet, E. St. Louis, Fairview Heights, French Village, National City, O'Fallon, Sauget, and Washington Park.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators

all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws

of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Mechanic

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while

employed on hazardous waste work.
TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the

classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.