



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 12, 2010

SUBJECT: FAP Route 998 (Relocated I-70)  
Project PNRS-0998 (001)  
Section 82-2-1 HVB  
St. Clair County  
Contract No. 76C44  
Item No. 115, July 30, 2010 Letting  
Addendum A

## NOTICE TO PROSPECTIVE BIDDERS:

Attached is an addendum to the plans or proposal. This addendum involves revised and/or added material.

1. Replaced the Schedule of Prices.
2. Revised sheets 6, 26, 70, 183 and 196 of the Plans.
3. Revised pages 2, 4, 9, 15, 39 and 221 of the Special Provisions.

Prime contractors must utilize the enclosed material when preparing their bid and must include any Schedule of Prices changes in their bidding proposal.

Bidders using computer-generated bids are cautioned to reflect any and all Schedule of Prices changes, if involved, into their computer programs.

Very truly yours,

Scott E. Stitt, P.E.  
Acting Engineer of Design and Environment

A handwritten signature in cursive script, reading "Ted B. Walschleger P.E.".

By: Ted B. Walschleger, P. E.  
Engineer of Project Management

cc: Mary C. Lamie, Region 5, District 8; NMike Renner; R. E. Anderson;  
Estimates

TBW:DB:jc

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 76C44

State Job # - C-98-022-10  
 PPS NBR - 8-90000-0000  
 County Name - ST CLAIR - -  
 Code - 163 - -  
 District - 8 - -  
 Section Number - 82-2-1HVB

Project Number  
 PNRS-0998/001/

Route  
 FAP 998

\* REVISED : JULY 12, 2010

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XX006433	BACKFLOW PREVENTER	EACH	1.000				
X0321598	MH TA 6D W/2 T1FCL RP	EACH	1.000				
X0321720	WATER MAIN REMOVAL	FOOT	2,592.000				
X0324044	EROS CON TEMP P SL DR	EACH	4.000				
X0324045	SED CON STAB CON EN R	EACH	3.000				
X0324774	SED CON STAB CONST EN	SQ YD	1,088.000				
X0324775	SED CON STAB CON EN M	SQ YD	1,088.000				
X0325627	HLMR BRNG FIXED 900K	EACH	33.000				
X0325628	HLMR BRNG FIXED 1000K	EACH	11.000				
X0325642	HLMR BRG GUID EXP 300	EACH	22.000				
X0325833	WICK DRAINS	FOOT	119,845.000				
X0326802	UTILITY STRUC REMOVAL	EACH	15.000				
X0326894	TUB GATE 4.5 X 16 SNG	EACH	2.000				
X0326935	CROSSHOLE SONIC LOG	EACH	5.000				
X0326936	CONT DESIGN GRND IMP	L SUM	1.000				

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X2010505	CLEARING SPECIAL	L SUM	1.000				
X5080600	MECHANICAL SPLICERS	EACH	896.000				
Z0001050	AGG SUBGRADE 12	SQ YD	5,796.000				
Z0007611	BLDG REMOV NO 11	L SUM	1.000				
Z0007612	BLDG REMOV NO 12	L SUM	1.000				
Z0007613	BLDG REMOV NO 13	L SUM	1.000				
Z0013300	CONC REM SPEC	SQ YD	17,514.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
Z0015500	DEBRIS REMOVAL	L SUM	1.000				
Z0018002	DRAINAGE SCUPPR DS-11	EACH	20.000				
Z0018800	DRAINAGE SYSTEM	L SUM	1.000				
Z0034210	MECH ST EARTH RET WL	SQ FT	18,598.000				
Z0034809	MODULAR EXP JT-SW 9	FOOT	93.500				
Z0034824	MODULAR EXP JT-SW 24	FOOT	80.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				

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Z0056100	SAND DRAINAGE BLANKET	CU YD	9,362.000				
Z0061300	SAN SEW T3 18	FOOT	1,449.000				
Z0073002	TEMP SOIL RETEN SYSTM	SQ FT	8,337.000				
Z0076600	TRAINEES	HOUR	3,000.000		0.800		2,400.000
20100110	TREE REMOV 6-15	UNIT	388.000				
20100210	TREE REMOV OVER 15	UNIT	318.000				
20100500	TREE REMOV ACRES	ACRE	8.500				
20101200	TREE ROOT PRUNING	EACH	25.000				
20101300	TREE PRUN 1-10	EACH	40.000				
20101350	TREE PRUN OVER 10	EACH	20.000				
20200100	EARTH EXCAVATION	CU YD	2,820.000				
20200300	EARTH EXC - EROS CONT	CU YD	1,712.000				
20200410	EARTH EXCAVATION SPL	CU YD	5,000.000				
20201200	REM & DISP UNS MATL	CU YD	3,651.000				
20400800	FURNISHED EXCAVATION	CU YD	104,340.000				

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20600200	GRAN EMBANK SPEC	CU YD	3,919.000				
20800150	TRENCH BACKFILL	CU YD	3,385.000				
25000312	SEEDING CL 4A	ACRE	9.250				
25000314	SEEDING CL 4B	ACRE	0.500				
25000350	SEEDING CL 7	ACRE	29.000				
25000400	NITROGEN FERT NUTR	POUND	2,610.000				
25000500	PHOSPHORUS FERT NUTR	POUND	2,610.000				
25000600	POTASSIUM FERT NUTR	POUND	2,610.000				
25100115	MULCH METHOD 2	ACRE	72.000				
25100630	EROSION CONTR BLANKET	SQ YD	26,942.000				
28000250	TEMP EROS CONTR SEED	POUND	17,366.000				
28000305	TEMP DITCH CHECKS	FOOT	112.000				
28000400	PERIMETER EROS BAR	FOOT	10,655.000				
28000510	INLET FILTERS	EACH	9.000				
28001000	AGGREGATE - EROS CONT	TON	30.000				

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28100107	STONE RIPRAP CL A4	SQ YD	240.000				
28200200	FILTER FABRIC	SQ YD	330.000				
40200720	AGG SURF CSE A 12	SQ YD	4,279.000				
40600100	BIT MATLS PR CT	GALLON	2,621.000				
40701811	HMA PAVT FD 6 1/2	SQ YD	5,041.000				
44001980	CONC BARRIER REMOV	FOOT	625.000				
48100500	AGGREGATE SHLDS A 6	SQ YD	1,162.000				
48203023	HMA SHOULDERS 6 1/2	SQ YD	339.000				
50102400	CONC REM	CU YD	5.200				
50200100	STRUCTURE EXCAVATION	CU YD	462.000				
50300225	CONC STRUCT	CU YD	1,456.100				
50300255	CONC SUP-STR	CU YD	4,076.200				
50300260	BR DECK GROOVING	SQ YD	11,530.000				
50300300	PROTECTIVE COAT	SQ YD	14,509.000				
50500105	F & E STRUCT STEEL	L SUM	1.000				

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50500405	F & E STRUCT STEEL	POUND	1,150.000				
50500505	STUD SHEAR CONNECTORS	EACH	31,625.000				
50800105	REINFORCEMENT BARS	POUND	680,740.000				
50800205	REINF BARS, EPOXY CTD	POUND	1,476,680.000				
50800515	BAR SPLICERS	EACH	97.000				
51500100	NAME PLATES	EACH	2.000				
51602000	PERMANENT CASING	FOOT	2,447.000				
51603000	DRILLED SHAFT IN SOIL	CU YD	2,579.000				
51604000	DRILLED SHAFT IN ROCK	CU YD	57.000				
52100520	ANCHOR BOLTS 1	EACH	88.000				
52100530	ANCHOR BOLTS 1 1/4	EACH	264.000				
542D0217	P CUL CL D 1 12	FOOT	66.000				
542D0229	P CUL CL D 1 24	FOOT	123.000				
542D1057	P CUL CL D 2 12	FOOT	19.000				
542D1069	P CUL CL D 2 24	FOOT	23.000				

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54213657	PRC FLAR END SEC 12	EACH	2.000				
54213669	PRC FLAR END SEC 24	EACH	1.000				
54213681	PRC FLAR END SEC 36	EACH	1.000				
54213687	PRC FLAR END SEC 42	EACH	1.000				
54215559	MET END SEC 24	EACH	8.000				
54215565	MET END SEC 30	EACH	2.000				
5422A030	P CUL CL A 2 30 TEMP	FOOT	70.000				
550A0050	STORM SEW CL A 1 12	FOOT	90.000				
550A0090	STORM SEW CL A 1 18	FOOT	38.000				
550A0120	STORM SEW CL A 1 24	FOOT	78.000				
550B0450	STORM SEW CL B 2 36	FOOT	89.000				
550B0770	STORM SEW CL B 3 42	FOOT	1,621.000				
55100200	STORM SEWER REM 6	FOOT	554.000				
55100300	STORM SEWER REM 8	FOOT	214.000				
55100400	STORM SEWER REM 10	FOOT	75.000				



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55100900	STORM SEWER REM 18	FOOT	48.000				
55101200	STORM SEWER REM 24	FOOT	694.000				
55101600	STORM SEWER REM 36	FOOT	35.000				
56400500	FIRE HYDNTS TO BE REM	EACH	4.000				
* 58700300	CONCRETE SEALER	SQ FT	1,730.000				
60100060	CONC HDWL FOR P DRAIN	EACH	10.000				
60107700	PIPE UNDERDRAINS 6	FOOT	150.000				
60219000	MAN TA 4 DIA T8G	EACH	2.000				
60221000	MAN TA 5 DIA T1F OL	EACH	3.000				
60221700	MAN TA 5 DIA T8G	EACH	1.000				
60223800	MAN TA 6 DIA T1F CL	EACH	10.000				
60228120	MAN SAN 5 DIA T1F CL	EACH	8.000				
60236200	INLETS TA T8G	EACH	1.000				
60240300	INLETS TB T7G	EACH	1.000				
60240301	INLETS TB T8G	EACH	1.000				

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60258200	MAN RECON NEW T1F CL	EACH	1.000				
60500040	REMOV MANHOLES	EACH	5.000				
63000135	SPBGR TY B SPL	FOOT	475.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	1.000				
63300725	SPBGR (SHORT RADIUS)	FOOT	62.500				
66400305	CH LK FENCE 6	FOOT	6,943.000				
66407800	CH LK GATES 6X16 DBL	EACH	1.000				
66408200	CH LK GATES 6X24 DBL	EACH	4.000				
66410300	CH LK FENCE REMOV	FOOT	302.000				
66600105	FUR ERECT ROW MARKERS	EACH	14.000				
66900200	NON SPL WASTE DISPOSL	CU YD	101,371.000				
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000				
66900530	SOIL DISPOSAL ANALY	EACH	10.000				
67000400	ENGR FIELD OFFICE A	CAL MO	24.000				
67000600	ENGR FIELD LAB	CAL MO	24.000				

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67100100	MOBILIZATION	L SUM	1.000				
70101800	TRAF CONT & PROT SPL	L SUM	1.000				
72000100	SIGN PANEL T1	SQ FT	18.000				
73000100	WOOD SIN SUPPORT	FOOT	48.000				
78200410	GUARDRAIL MKR TYPE A	EACH	7.000				
78200530	BAR WALL MKR TYPE C	EACH	64.000				
78201000	TERMINAL MARKER - DA	EACH	1.000				

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

## **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 and safely open all roadways to traffic by 11:59 PM on, October 12, 2012 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 20 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean-up work and punch list items. 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 \*:

- The new 42" storm sewer and new 18" sanitary sewer, along with the two new pipe connections to Cahokia Canal Box Culvert (Pipe #123 and Pipe #117), shall be completed by December 31, 2010.
- Detention Basin 1 Final Grading shall be completed and be connected to fully operational temporary outlet at Pipe #139, by May 2, 2011.
- Detention Basin 2 Final Grading shall be completed and be connected to the fully operational new outlet Pipe #117 into the Cahokia Canal Box Culvert by May 2, 2011.
- The Darling Access Road from Sta. 1009+00 to 1020+00 shall be completed by May 2, 2011.
- All Contract 76C44 construction activities east of the west outer edge of the Cahokia Canal Box Culvert shall be completed by May 27, 2011. The Contractor shall remove all equipment, materials and construction vehicles from the work area east of the west outer edge of the Cahokia Canal Box Culvert by May 27, 2011.
- All embankment for Contract 76C44 shall be placed and compacted by April 27, 2012.

\*These dates are subject to the coordination requirements of the COORDINATION WITH ADJACENT **AND/ OR OVERLAPPING** 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.

Revised 07/12/2010

FAP Route 998 (Relocated I-70)  
 Project PNRS-0998 (001)  
 Section 82-2-1HVB  
 St. Clair County  
 Contract No. 76C44

			To Allow Work															
Must Complete Work			Contract	76D61	Private Utility Polarville	76C44	76C41	76C41	76C41	76C41	76C41	76C41	76C41	76C41	76C41	76C41	76C41	76C41
Contract	Item	Completion Date	Item	Construction of Pier 23	Connection from Polarville to New 18" San Sewer and 42" Storm Sewer	Placement of Curved Structure Grids	Estimated Start of Grading Contract 76C41	Removal of existing 24" and 36" sewers from Polarville to Cahokia Canal Box Culvert	Removal of existing Building #4 (Old Pump House)	Construction of two (2) pipe culverts (#110 and #111) between Detention Basin #1 and Detention Basin #2	Removal/abandonment of temporary 36" pipe culvert #139 from Detention Basin #1 to Structure #138	Grading Work in Contract 76C41 between Sta. 150+00 to Sta. 165+00	Allow minimum 12 months of settlement prior to Paving in Contract 76C43	Placement of Lightweight Fill above Cahokia Canal Box Culvert	Allow minimum 6 months of settlement prior to Paving in Contract 76C43			
76C44	Construct Aggregate Access Road 4	October 15, 2010		X														
76C44	Construct New 18" San Sewer and 42" Storm Sewer and Connections of Pipe #123 and #117 into Cahokia Canal Box Culvert	December 31, 2010			X													
76D61	Construct Pier 23	February 1, 2011				X												
76C44	Construct Detention Basin #1 with operational connection to outlet at Pipe #139	May 2, 2011					X											
76C44	Construct Detention Basin #2 with operational connection to outlet at Pipe #117	May 2, 2011					X											
76C44	Construct Portions of Darling Access Road East of the West Cell of The Cahokia Canal Box Culvert (Sta. 1009+00)	May 2, 2011					X											
76C44	Completion of Contract 76C44 Construction Activities East of the West Outer Edge of Cahokia Canal	May 27, 2011					X											
Private Utility Polarville	Construct New Polarville Sewer Connections to New 18" San and 42" SS	May 27, 2011						X	X									
76C41	Remove existing 24" and 36" sewers from Polarville to Cahokia Canal Box Culvert	* July 15, 2011								X								
76C41	Remove existing Building #4 (Old Pump House)	* July 15, 2011								X								
76C41	Construct two (2) pipe culverts (#110 and #111) between Detention Basin #1 and Detention Basin #2	* August 19, 2011									X	X						
76C44	Complete placement of all embankment for Contract 76C44	April 27, 2012											X					
76C41	Complete Structural Repairs to Cahokia Canal Box Culvert	* July 27, 2012												X				
76C41	Complete placement of all embankment for Contract 76C41	* August 31, 2012																X

\* Completion Dates for Contracts Other Than 76C44 Are Provided For Information And Are Subject To Change

**Interim Completion Dates and Coordination with Adjacent Contract 76C41**

The construction limits for Contract 76C44 and Contract 76C41 will overlap. Contract 76C44 shall complete all 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** per this specification prior to May 27, 2011 shall include, but not be limited to:

- 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.
- Portions of Darling Access Road from Sta. 1009+00 to Sta. 1020+00.
- All 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.
- 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.

Revised 07/12/2010

A railroad crossing is being installed by Norfolk Southern Railway Company on Access Road 5A. The Contractor shall coordinate the construction of Access Road 5A with the Norfolk Southern Railway Company. No construction vehicles will be allowed to cross the Norfolk Southern railroad tracks at this location until the crossing facility and Access Road 5A have been constructed. Any damage resulting from the use of the railroad crossings by the Contractor shall be reported immediately to the Railroad Company and IDOT. The cost of any required repairs shall be at the Contractor's expense regardless of whether the Railroad Company or the Contractor completes the repairs. The repairs shall meet the satisfaction of the Railroad Company and IDOT.

Should the Contractor choose to place **the final aggregate** Access Roads for use as temporary access roads, the Contractor should be aware that space is limited on the access roads for construction-related material and equipment delivery. The Contractor shall use caution to avoid fouling any railroad tracks. In addition, if the Contractor needs additional space for material delivery, equipment delivery, working room, or for any other reason, the Contractor shall obtain the necessary agreements with the affected property owners. Any costs associated with construction of temporary access roads beyond the lines of the aggregate access roads, obtaining additional space for material and equipment delivery, working room, or for any other reason shall be at the Contractor's own expense.

Aggregate 12" in depth has been specified, and will be paid for one time on proposed Access Roads 4, 5, 5A and 6. The Contractor shall maintain the access roads to the satisfaction of the Engineer throughout the duration of the project. The Contractor shall keep the access roads free of ruts and potholes and shall keep the access roads graded to ensure positive drainage at all times.

Upon completion of the project the Contractor shall provide final access roads that are true to the proposed plan grades and cross sections with a surface that is in near new condition to the satisfaction of the Engineer. If necessary the Contractor will be required to add material to the access roads to meet the intent of this special provision. The Contractor shall investigate the site conditions. Any additional material, labor, and equipment expense required to use, maintain, and restore the Access Roads to near new condition will not be reimbursed and will be at the Contractor's expense.

## **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.

Revised 07/12/2010

- d. Estimates of material quantities.
- e. Details of a verification program to monitor and verify that the ground improvement installation is satisfying the design's requirements. Include a sample of the daily report form to be used by the Contractor to collect data required by the program.

**Materials.** All materials to be incorporated in the work shall be identifiable by reference to Division 1000 of the Standard Specifications. Use of any and all materials shall be contingent upon their acceptance by the Department in the second submittal.

**Design Criteria.** The ground improvements shall be designed in accordance with the requirements of:

- Illinois DOT Bridge Manual
- Illinois DOT Geotechnical Manual
- Allowable Stress Design provisions of the 17<sup>th</sup> Edition AASHTO Standard Specifications for Highway Bridges
- This special provision.

The design shall meet the performance requirements shown on the Contract Plans. In the absence of performance requirements shown on the plans, the following Allowable Stress minimum performance requirements shall be used:

- a. A factor of safety of 1.5 against static global wall stability failure.
- b. A factor of safety of 1.0 against global wall stability failure in the presence of seismic acceleration criteria given in the plans, and reduced soil properties at layers indicated as liquefiable in the **Geotechnical Data Package**
- c. A factor of safety of 2.5 against equivalent uniform service bearing pressure failure.
- d. Total settlement not to exceed 4 inches (100 mm) and settlement after completing wall or pavement construction not to exceed 1 inch (25 mm).

For stability and bearing capacity analyses, the design shall use short term strength parameters for the soil, obtained from the soil boring logs and geotechnical laboratory testing data provided in the **Geotechnical Data Package**. Settlement shall be assessed using appropriate soil parameters. Any additional subsurface information needed to design the ground improvements shall be the responsibility of the Contractor.

**Construction.** The construction procedures shall be determined by the ground improvement installer and submitted for approval with the shop drawings. The following are the minimum requirements unless otherwise approved in the shop drawings submittal.

- a. The site shall be graded as needed for proper installation of the ground improvement system. Any grading and excavation below the improvement limits shown on the plans shall be incidental to ground improvement installation.
- b. Any granular base drainage layer or working platform shall be considered incidental to the improvement. Contractor requested drainage layers or working platforms will only be allowed if approved as part of the shop drawings.
- c. The ground improvement system(s) shall be placed in a manner that allows measurement of the tonnage or quantity of material.
- d. Ground improvement elements shall be installed in a sequence that will minimize ground heave.

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## **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.

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- 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.

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