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 that 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

REQUESTS FOR AUTHORIZATION TO BID

Contractors downloading and/or ordering CD-ROM's and are wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) and the ORIGINAL, signed and notarized, "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

WHO CAN BID ?

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID? When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status"(BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	**Call**
Prequalification and/or Authorization to Bid	(217)782-3413
Preparation and submittal of bids	(217)782-7806
Mailing of plans and proposals	(217)782-7806
Electronic plans and proposals	(217)524-1642

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

RETURN WITH BID

224

Proposal Submitted By

Name

Address

City

Letting June 13, 2008

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL
(See instructions inside front cover)

NOTICE TO PROSPECTIVE BIDDERS
This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

Notice To Bidders, Specifications, Proposal, Contract and Contract Bond

Illinois Department of Transportation

Springfield, Illinois 62764

Contract No. 60B07
COOK County
Section 2005-086I
District 1 Construction Funds
Route FAI 94/90

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 required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

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

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

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

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond

2. Other special documentation and/or information that may be required by the contract special provisions

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

RETURN WITH BID

Illinois Department of Transportation

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. 60B07
COOK County
Section 2005-086I
Route FAI 94/90
District 1 Construction Funds

Bearing replacement and steel repair on the Dan Ryan Elevated Bridges (SN 016-117, 1067, 1116, 1115, 1062, 1046, 1050, 1066, 1118, 1114, 1070, 1059, 1047, 1140, 1113, 1112, 1111, 1110 and 0137) located along I-94/90 (Dan Ryan Expressway) from 15th Street to 28th Street in Chicago.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

6. **COMBINATION BIDS.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.

If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 60B07

State Job # - C-91-238-06
PPS NBR - 1-76073-0500
County Name - COOK- -
Code - 31 - -
District - 1 - -
Section Number - 2005-086I

Project Number

Route
FAI 94
FAI 90

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XX001249	ORNAMENTAL FENCE	FOOT	1,008.000				
XX001782	BRIDGE DR SYS REPAIR	FOOT	816.000				
XX004328	CLEAN BRIDGE SEATS	SQ FT	7,890.000				
X0320622	FIELD MEASUREMENTS	L SUM	1.000				
X0322215	CLEAN BRG SCUP/DWNSPT	EACH	65.000				
X0324640	FLUTED KNEEWALL	FOOT	28.000				
X0325087	VIDEO TAPING MN DRAIN	FOOT	6,291.000				
X0325095	MAIN DRAIN CLEANING	F00T	6,291.000				
X0325112	COLUMN REPAIR	L SUM	1.000				
X0325126	TC-PROT SURF STREETS	L SUM	1.000				
X0325303	STR REP CON DP OVER 5	SQ FT	705.000				
X0325305	STR REP CON DP = < 5	SQ FT	12,666.000				
X0325349	TEMP CON BAR (PERM)	FOOT	730.000				
X0325644	HLMR BRG GUID EXP 400	EACH	3.000				
X0325662	HLMR BRG GUID EXP 550	EACH	17.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 60B07

State Job # - C-91-238-06
PPS NBR - 1-76073-0500
County Name - COOK- -
Code - 31 - -
District - 1 - -
Section Number - 2005-086I

Project Number

Route
FAI 94
FAI 90

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X7011015	TR C-PROT EXPRESSWAYS	L SUM	1.000				
Z0018500	DRAINAGE STR CLEANED	EACH	194.000				
Z0039930	PIER PROTECTION SYS	L SUM	1.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
Z0073200	TEMP SHORING & CRIB	EACH	15.000				
20201200	REM & DISP UNS MATL	CU YD	500.000				
50500405	F & E STRUCT STEEL	POUND	144,660.000				
50500715	JACK & REM EX BEARING	EACH	337.000				
50501130	STRUCT STEEL REPAIR	POUND	58,100.000				
50800205	REINF BARS, EPOXY CTD	POUND	990.000				
51603000	DRILLED SHAFT IN SOIL	CU YD	4.200				
52100010	ELAST BEARING ASSY T1	EACH	283.000				
52100020	ELAST BEARING ASSY T2	EACH	32.000				
52100530	ANCHOR BOLTS 1 1/4	EACH	100.000				
52100540	ANCHOR BOLTS 1 1/2	EACH	614.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 60B07

State Job # - C-91-238-06
PPS NBR - 1-76073-0500
County Name - COOK- -
Code - 31 - -
District - 1 - -
Section Number - 2005-086I

Project Number

Route
FAI 94
FAI 90

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
55039700	SS CLEANED	FOOT	23,196.000				
59000200	EPOXY CRACK INJECTION	FOOT	988.000				
59200100	BRIDGE WASHING	EACH	1.000				
66400530	CH LK FENCE 4 BRIDGE	FOOT	224.000				
66400540	CH LK FENCE 6 BRIDGE	FOOT	203.000				
67100100	MOBILIZATION	L SUM	1.000				

CONTRACT NUMBER **60B07**

THIS IS THE TOTAL BID **$** _____

NOTES:

1. **Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.**
2. **The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.**
3. **If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.**
4. **A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.**

RETURN WITH BID

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is $171,000.00. Sixty percent of the salary is $102,600.00.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

C. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

E. International Anti-Boycott

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or $10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

2. The bidder makes the certification set forth in Section 5 of the Act.

F. Drug Free Workplace

1. The Illinois “Drug Free Workplace Act” applies to this contract and it is necessary to comply with the provisions of the “Act” if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of $5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor’s workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor’s policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency.
The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).
The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

I. Addenda

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

J. Section 42 of the Environmental Protection Act

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

K. Apprenticeship and Training Certification (Does not apply to federal aid projects)

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.**

_____

_____

_____

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

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

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

M. Disclosure of Business Operations in Iran

Public Act 95-0616 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, 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 Act.

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

Check the appropriate statement:

/___/ Company has no business operations in Iran to disclose.

/___/ Company has business operations in Iran as disclosed the attached document.

NOTICE

PA 95-0635 SUBSTANCE ABUSE PREVENTION PROGRAM (SAPP)
Effective January 1, 2008

This Public Act requires that all contractors and subcontractors have a SAPP, meeting certain requirements, in place before starting work.

The as read low bidder is required to submit a correctly completed SAPP Certification Form BC 261 within seven (7) working days after the Letting. The Department will not accept a SAPP that does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to failure to comply the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, may deny authorization to bid the project if re-advertised for bids and may not allow the bidder to participate on subsequent Lettings.

Submittal and approval of the bidder's SAPP is a condition of award.

The SAPP is to be submitted to the Bureau of Design & Environment, Contracts Office, Room 326, 2300 South Dirksen Parkway, Springfield, IL 62764. Voice 217-782-7806. Fax 217-785-1141. It is the bidder's responsibility to obtain confirmation of delivery.

The requirements of this Public Act are a material part of the contract, and the contractor shall require this provision to be included in all approved subcontracts. The contractor shall submit the correctly completed SAPP Certification Form BC 261 for each subcontractor with the Request for Approval of Subcontractor Form BC 260A.

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than $10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

C. Disclosure Form Instructions

Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

_____
(Bidding Company)

☐ _____ _____
Signature of Authorized Representative Date

Form A: For bidders who have NOT previously submitted the information requested in Form A

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than $102,600.00? YES ___ NO___
3. Does anyone in your organization receive more than $102,600.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than $102,600.00? YES ___ NO ___

   (Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable**. The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

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

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

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

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

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

_____

_____

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A
Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of $10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than $102,600.00 (60% of the Governor's salary as of 7/1/07). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

_____

Type of ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):

% or $ value of ownership/distributable income share: _____

2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.
Yes ___ No __

If your answer is yes, please answer each of the following questions.

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No __

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds $102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary. _____
_____

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds $102,600.00, (60% of the Governor's salary as of 7/1/07) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___No __

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds $102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in 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 __

(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 $102,600.00, (60 % of the Governor's salary as of 7/1/07) 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 $102,600.00, (60% of the salary of the Governor as of 7/1/07) are you entitled to receive (i) more then 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___No __

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds $102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or 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 __

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

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

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

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

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

NOT APPLICABLE STATEMENT

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

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

☐ _____ _____
Signature of Authorized Representative — Date

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Other Contracts & Procurement Related Information Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of $10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ___ No __
If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

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

THE FOLLOWING STATEMENT MUST BE 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

Illinois Department of Transportation

Contract No. 60B07
COOK County
Section 2005-086I
Route FAI 94/90Project ACIM-000S(591)
District 1 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights #_____ Duration of Project: _____

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

TABLE A

TOTAL Workforce Projection for Contract													TABLE B: CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
			MINORITY EMPLOYEES						TRAINEES							
JOB CATEGORIES	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.		APPREN-TICES		ON THE JOB TRAINEES		TOTAL EMPLOYEES		MINORITY EMPLOYEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)																
SUPERVISORS																
FOREMEN																
CLERICAL																
EQUIPMENT OPERATORS																
MECHANICS																
TRUCK DRIVERS																
IRONWORKERS																
CARPENTERS																
CEMENT MASONS																
ELECTRICIANS																
PIPEFITTERS, PLUMBERS																
PAINTERS																
LABORERS, SEMI-SKILLED																
LABORERS, UNSKILLED																
TOTAL																

TABLE C

TOTAL Training Projection for Contract								
EMPLOYEES IN TRAINING	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

FOR DEPARTMENT USE ONLY

* Other minorities are defined as Asians (A) or Native Americans (N).
Please specify race of each employee shown in Other Minorities column.

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

RETURN WITH BID

Contract No. 60B07
COOK County
Section 2005-086I
Route FAI 94/90Project ACIM-000S(591)
District 1 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.

BC-1256 (Rev. 12/11/07)

RETURN WITH BID

Contract No. 60B07
COOK County
Section 2005-086I
Route FAI 94/90
District 1 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.

Firm Name _____

(IF AN INDIVIDUAL)

Signature of Owner _____

Business Address _____

_____

Firm Name _____

By _____

(IF A CO-PARTNERSHIP)

Business Address _____

_____

Name and Address of All Members of the Firm:

_____ _____

_____ _____

Corporate Name _____

By _____

Signature of Authorized Representative

_____

Typed or printed name and title of Authorized Representative

(IF A CORPORATION)

Attest _____

Signature

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

Business Address _____

_____

Corporate Name _____

By _____

Signature of Authorized Representative

_____

Typed or printed name and title of Authorized Representative

(IF A JOINT VENTURE)

Attest _____

Signature

Business Address _____

_____

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

Illinois Department of Transportation

Return with Bid

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

Item No. _____

Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

_____

as PRINCIPAL, and _____

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by

their respective officers this _____ day of _____ A.D., _____ .

PRINCIPAL

_____ _____
(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,

County of _____

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

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

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

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

My commission expires _____ _____
Notary Public

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

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

PROPOSAL ENVELOPE

Illinois Department of Transportation

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. 60B07
COOK County
Section 2005-086I
Route FAI 94/90
District 1 Construction Funds

Illinois Department of Transportation

Illinois Department of Transportation

NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., June 13, 2008. 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. 60B07
   COOK County
   Section 2005-086I
   Route FAI 94/90
   District 1 Construction Funds

Bearing replacement and steel repair on the Dan Ryan Elevated Bridges (SN 016-117, 1067, 1116, 1115, 1062, 1046, 1050, 1066, 1118, 1114, 1070, 1059, 1047, 1140, 1113, 1112, 1111, 1110 and 0137) located along I-94/90 (Dan Ryan Expressway) from 15th Street to 28th Street in Chicago.

3. **INSTRUCTIONS TO BIDDERS**. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

   (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. **AWARD CRITERIA AND REJECTION OF BIDS**. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Milton R. Sees, Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2008

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 1-1-08)

SUPPLEMENTAL SPECIFICATIONS

RECURRING SPECIAL PROVISIONS

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

TABLE OF CONTENTS

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 FAI Route 94/90 (Dan Ryan Expressway), Section 2005-086I, in Cook County and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAI Route 94/90 (Dan Ryan Expressway)
Dan Ryan Elevated Bridge
Bearing Replacement and Steel Repair from 15th to 28th Streets
Section 2005-086I
Cook County
Contract 60B07

LOCATION OF IMPROVEMENT

The project improvement begins at approximately 28th Street along the elevated portion (viaduct) of F.A.I. 94/90 (Dan Ryan Expressway), and extends in a northerly direction to approximately 15th Street. The net length of the project improvement is approximately 10,487 feet. The improvement is located in the City of Chicago, Cook County.

DESCRIPTION OF PROJECT

Project includes the rehabilitation of the viaduct portion of the Dan Ryan Expressway from north of 15th Street to 28th Street. Work for the portion of this contract consists of below bridge deck improvements which include furnishing and erecting structural steel, steel rocker bearing removal and replacement with elastomeric or floating bearings, jacking and removing existing bearings, structural steel repairs, drainage system repairs, structural concrete repairs and epoxy crack sealing. All incidental and collateral work necessary to complete this project as shown on the plans and described herein are also included in the project.

STATUS OF UTILITIES TO BE ADJUSTED

No anticipated utility conflicts or adjustments are anticipated with this work. The Contractor shall be aware of utilities attached to the bridge and take necessary precautions when working around them.

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Article 105.07 and 107.31 of the Standard Specifications shall apply.

CONTRACTOR COOPERATION

The Contractor's attention is directed to the fact that other separate contracts may be under construction during the duration of this Contract and that the Contractor will be governed by Article 105.08 of the Standard Specifications.

The Contractor will coordinate proposed project start dates and sequence of construction with the Engineer and other Contractors to present an effective and timely schedule for successful completion of the project.

No additional compensation will be allowed the Contractor for the above requirements or for any delays or inconvenience resulting from the activities of other contractors.

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, May 31, 2009 except as specified herein.
>
> The Contractor will be allowed to complete all clean-up work and punch list items within **5** 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.

Article 108.09 of the Standard Specifications 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.

CTA COORDINATION

All work to be done by the Contractor on, over or in close proximity of the CTA (Chicago Transit Authority) right-of-way shall be performed in accordance with Article 107.12 of the Standard Specifications and the following additional CTA requirements.

1. The CTA's Representative for this project will be:

Mr. Marvin A. Watson
General Manager, Construction
567 W. Lake Street
P. O. Box 7598
Chicago, IL 60680-7598
(312) 681-3860

2. NOTIFICATION TO CTA:
   A. After the letting of the contract and prior to performing any work, the CTA Representative shall be notified by the Department to attend the pre-construction meeting. In this meeting, the Contractor shall confer with the CTA's Representative regarding the CTA's requirements for the protection of CTA utilities clearances, operations, and safety.
   B. Prior to the start of any work on or over the CTA's right-of-way, the Contractor shall meet with the CTA Representative to determine his requirements for flagmen and other necessary items related to the work activities on, over, and next to the CTA facilities and to receive CTA's approval for the Contractor's proposed operations.
   C. The Contractor shall notify the CTA Representative 72-hours in advance of the time he intends to enter upon the CTA right-of-way for the performance of any work.
3. PROTECTION OF THE CTA TRAFFIC:
   A. The CTA will be operating mainline trains and performing rail yard operations 24 hours per day, seven days per week during the construction of this project.
   B. The Contractor shall, at all times, take special care to conduct his operations over, under, adjacent to or adjoining the CTA facilities in such a manner as to prevent settlement, damage or displacement to any CTA structures, equipment, tracks or portions thereof and to prevent interruption of train service.
   C. Any damage to the tracks, or other CTA facilities caused by the Contractor's operations, shall be replaced or repaired by the CTA at the Contractor's expense.
4. REIMBURSEMENT OF COSTS:
   A. All Contractors performing work on or near CTA property shall be required to provide a deposit, in advance, equal to the CTA's Construction Department's estimate. This estimated amount equals the anticipated amount of CTA services and includes, but is not limited to, Flagging charges, Inspector charges, and Maintenance charges. No Contractor will be permitted to work prior to submission of a deposit.
   B. If the deposited amount is used up, prior to the completion of the project, the CTA will require an additional deposit to cover the anticipated work remaining. Any money unused at time of project completion will be returned to the Contractor within 30 days.
   C. All checks must be made payable to Chicago Transit Authority and be submitted, with a copy of the estimate, to the CTA Treasury Department, 567 West Lake Street, P.O. Box 7565, 7th Floor, Chicago, IL 60680-7565.
   D. The Department will not be liable for any delays by the CTA in providing flagmen or other services required by this Special Provision.
5. Whenever any work, such as temporary shoring and erection procedures for spans over the CTA track, in the opinion of the CTA's inspector, may affect the safety of the trains and the continuity of the CTA's operations, the methods of performing such work shall first be submitted to the CTA for approval. If operations by the Contractor during construction are determined by the CTA's inspector to be hazardous to the CTA's operations, the

Contractor shall suspend such work until reasonable remedial measures, and/or alternate methods, satisfactory of the CTA, are taken. Such remedial measures may include obtaining the services of the CTA personnel so that adequate protection may be provided.

6. CTA OPERATING RESTRICTIONS:

   Operating requirements of the CTA, while work on this project is in progress, are as follows:

   A. When the construction work is performed adjacent to an active track and the work does not involve the track or the third rail, the Contractor can provide (and the right-of-way allows for) an uninterrupted physical barrier (fence) at least 6 feet high (above track or platform level) to separate the work area from operating track(s). With the barrier in place, work at track level may be permitted at any time without CTA flagman and Slow Zone protection.

      Such temporary barriers shall be installed as far from the operating track(s) as possible, but no closer than 7'-2" from the centerline of the nearest operating track. The materials, location, construction, and installation of the temporary barrier and the work procedures in the vicinity of the barrier must all be approved 48 hours in advance by the CTA Representative. Any construction work involving a crane lifting material higher than the barrier wall will still require CTA flagging protection.

   B. Work that is adjacent to or over the CTA operating tracks without a barrier in place requires CTA flagmen. Work is to be done during the following hours:

      - Monday through Friday – 9:00 a.m. to 3:00 p.m.
        (Based on one slow zone allowed in each direction per line)
      - Monday through Saturday, inclusive - 8:00 p.m. to 4:00 a.m.
      - Sunday - 12:00 a.m. to Monday 4:00 a.m.

   C. Work within the clearance envelope may require a single track operation and hours and length of single track will be determined by CTA rail operations (see paragraph 13 for clearance envelope).

   D. As much work as possible is to be done under normal CTA operating conditions (under traffic) without disruption of train movements.

   E. In order to request a single track (taking one track out of service), the Contractor, through the Resident Engineer, shall notify the CTA Representative forty-two (42) calendar days in advance of the proposed interruption.

   F. Interruptions will be provided solely at the CTA's discretion, depending upon the transit service demands for special events and possible conflicts with prior commitments to other work scheduled on the same route.

   G. No more than one service interruption will be allowed simultaneously on this CTA line.

   H. If the Contractor is unable to return the CTA track to normal operation on time, after the interruption, liquidated damages of at least $100.00 per minute of delay shall be paid directly to the CTA by the Contractor. Liquidated damages paid by the Contractor will not be reimbursed.

7. Pedestrian traffic to the CTA facilities shall be maintained at all times.

8. A notice of at least seventy-two (72) hours shall be given to the CTA prior to any beam removal or replacement, which will cause interruption to the CTA facilities and service.

9. Simultaneous work on two piers that will require flagmen and affect the train operation shall not be allowed. Work, which will require flagmen, shall be limited to only **one side of the track at a time**.

10. CTA shall have access to all storage tracks and unrestricted train operation over special holidays such as "July 4" and events such as the "Taste of Chicago". Dates for the above and other special holidays and events such as conventions, auto shows, World Series, etc., will be given to the Department as soon as they are available.
11. The Contractor will be required to take all precautions to avoid debris, concrete, and other materials falling over and/or on the tracks.
12. OTHER SPECIAL CONDITIONS:
    A. The Contractor shall caution all employees of the presence of electric third rail (600 volts DC), live cables, and moving trains on CTA tracks. The Contractor shall take all necessary precautions to prevent damage to life or property through contact with the electrical or operations systems. The Contractor shall caution all employees that any contact with live electric third rail or "live" portions of train undercarriage may result in a severe burn or death.
    B. The Contractor shall establish third-rail safety precautions in accordance with Authority regulations, such as, using insulating hoods or covers for live third rail or cables adjacent to the work. The Authority will provide CTA-qualified personnel to the Contractor as Contact Personnel. Unless otherwise noted, only CTA personnel are allowed to disconnect power.
    C. Safety Training: All employees of the Contractor or his Subcontractors who are required to work upon or adjacent to the CTA's operating tracks shall be required to attend and provide evidence of completion of a right-of-way safety training course administered by CTA.
    D. Arrangements for the safety training course shall be the Contractor's responsibility. Contact the CTA Representative to arrange for the safety course.
    E. The cost of the course is $150.00 per person, payable to the CTA prior to taking the course. The cost of this course and the employee's time for the course shall be considered incidental to the cost of the contract. The course is one day long from 8:00 a.m. to 4:00 p.m.
    F. The Contractor his Subcontractors and all of his employees who are required to work on or around the CTA's operating tracks shall wear a CTA type safety vest.
13. CTA TRANSIT CLEARANCES:

The Contractor shall perform his work in a manner that provides adequate clearance to the CTA tracks. The clearances shall not be less than the following for safe passage of trains.

7'-2" horizontal to the centerline of the nearest track in yard and right-of-way.
14'-6" vertical from the top of the high running rail.

14. PROTECTIVE SHIELD:
    A. The Contractor shall furnish, install, and later remove a protective shield to protect the CTA traffic from damage due to failing material and objects during construction. The protective shield may be a platform, a net or any other Department approved structure.
    B. A minimum vertical clearance of 14'-6" above the high running rail of the CTA tracks shall be provided at all times.
    C. The protective shield and supporting members shall be designed to sustain a load of 200 pounds per square foot in addition to its own weight. Drawings and design calculations for the protective shield shall be stamped by an Illinois Licensed Structural Engineer and shall be submitted to the Department for approval. The protective shield shall be constructed only after the Department has approved the drawings and the design.

15. The contractor shall be required to provide a schedule for material removal, delivery of new material, crane operation over and around the tracks, and a schedule for access of workmen to the construction site.

(CTA 12/09/04)

EXAMINATION OF EXISTING PLANS

Available plans for the existing structure involved in this contract will be made available for examination by all prospective bidders in the District One office at 201 West Center Court, Schaumburg, Illinois. The prospective bidder shall contact Mr. Rajendra Shah at phone no. (847) 705-4555 to arrange for examination of these documents.

The completeness of these plans is not guaranteed and no responsibility is assumed by the Department for their accuracy. Information is furnished for whatever value may be derived by the bidder, and is to be used solely at his/her risk.

CONTRACTOR OFF-STREET PARKING RESTRICTION

The Contractor and all employees working on this project will not be allowed to park their vehicles and equipment on frontage roads or streets. The Contractor shall provide off-street parking facility for all vehicles and equipment. He should also provide any transportation required to get his employees to and from the work site. The Contractor will provide the Resident Engineer with written documentation of the off-site parking location

The cost to comply with this requirement will not be paid for separately, but shall be considered as included in the contract unit bid prices of the contract, and no additional compensation will be allowed.

(District 1 11/05/04)

TRAFFIC CONTROL PLAN

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARD SPECIFICATIONS

Section 701- Work Zone Traffic Control and Protection
Section 703 - Work Zone Pavement Markings
Section 783 - Pavement Marking and Marking Removal

HIGHWAY STANDARDS: 701101, 701400, 701401, 701411, 701446, 701501, 701701, 701801, 702001 & 704001

IDOT DISTRICT ONE STANDARDS: TC-17

KEEPING THE EXPRESSWAY OPEN TO TRAFFIC
Effective: March 22, 1996 Revised: February 9, 2005

Whenever work is in progress on or adjacent to an expressway, the Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards and the District Freeway details. All Contractors' personnel shall be limited to these barricaded work zones and shall not cross the expressway.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer (847-705-4151) twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and seventy-two (72) hours in advance of all permanent and weekend closures on all Freeways and/or Expressways in District One. This advance notification is calculated based on workweek of Monday through Friday and shall not include weekends or Holidays.

LOCATION: I-55 Stevenson @ I-90/94

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS					
		INBOUND			OUTBOUND		
Sunday-Thursday	1-Lane	9:00 PM	to	5:00 AM	11:00 PM	to	5:00 AM
	2-Lane	11:00 PM	to	5:00 AM			
Friday	1-Lane	9:00 PM	to	6:00 AM	12:01 AM	to	6:00 AM
	2-Lane	12:01 AM	to	6:00 AM			
Saturday	1-Lane	9:00 PM	to	9:00 AM	12:01 AM	to	9:00 AM
	2-Lane	12:01 AM	to	9:00 AM			

Weekend-long single lane closures will be permitted for inbound and outbound I-55 for structural repairs to piers 13 and 14 of structure 016-1115. The closure may begin on Friday night during the allowable hours for a single-lane closure for that direction and must be removed by 5:00 AM Monday morning.

LOCATION: I-90/94 Dan Ryan (Mainline) Roosevelt to 31st

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Sunday-Thursday	1-Lane	9:00 PM	to	5:00 AM
	2-Lane	12:01 AM	to	5:00 AM
	3-Lane	1:00 AM	to	5:00 AM
Friday	1-Lane	11:00 PM	to	6:00 AM
	2-Lane	12:01 AM	to	6:00 AM
	3-Lane	1:00 AM	to	6:00 AM
Saturday	1-Lane	9:00 PM	to	9:00 AM
	2-Lane	12:01 AM	to	9:00 AM
	3-Lane	1:00 AM	to	7:00 AM

LOCATION: I-90/94 Dan Ryan (Chinatown Feeder)

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Sunday-Thursday	1-Lane	7:00 PM	to	5:00 AM
	2-Lane	9:00 PM	to	5:00 AM
Friday	1-Lane	8:00 PM	to	6:00 AM
	2-Lane	10:00 PM	to	6:00 AM
Saturday	1-Lane	8:00 PM	to	9:00 AM
	2-Lane	10:00 PM	to	9:00 AM

To complete column base work for structure 016-1116, the following hours will be allowed for **ONE** Saturday night:

LOCATION: SB I-90/94 Dan Ryan @ SN 016-1116 (For Column Base Work ONLY)

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Saturday	1-Lane	9:00 PM (Sat)	to	9:00 AM (Sun)
	2-Lane	10:00 PM (Sat)	to	9:00 AM (Sun)
	3-Lane	11:00 PM (Sat)	to	9:00 AM (Sun)

During the White Sox home games, temporary lane or ramp closures downstream of the event will not be allowed until 11:30PM.

In addition to the hours noted above, temporary shoulder and partial ramp (local street ramp) closures are allowed weekdays between 9:00 AM and 3:00 PM.

Partial Ramp closures of Interstate to Interstate ramps at the I-55 and I-90/94 interchange shall follow 1-Lane closure hours. Interstate to Interstate ramp closures are only permitted for a maximum of two (2) hours between the hours of 11:00 p.m. and 5:00 a.m. on Monday thru Friday between the hours of 12:01 a.m. and 6:00 a.m. on Saturday, and between the hours of 12:01 a.m. and 7:00 a.m. on Sunday. The Contractor shall furnish and install large (48" X 48") "DETOUR with arrow" signs as directed by the Engineer for all interstate ramp closures. The cost of these signs shall be considered incidental to traffic control and protection (6 signs maximum per closure).

Narrow lanes and permanent shoulder closures will not be allowed between Dec. 1st and April 1st.

All daily lane closures shall be removed during adverse weather conditions such as rain, snow, and/or fog and as determined by the Engineer.

Additional lane closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events.

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures (includes the taper lengths) without a three (3) mile gap between each other, in one direction of the expressway, shall be on the same side of the pavement. Lane closures on the same side of the pavement with a half (1/2) mile or less gap between the end of one work zone and the start of taper of next work zone should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be three (3) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at the locations approved by the Engineer.

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified under the Special Provisions for "KEEPING THE EXPRESSWAY OPEN TO TRAFFIC", the Contractor shall be liable to the Department for the amount of:

One Lane Blocked $5,000.00

Two Lanes Blocked $7,000.00

Three Lanes Blocked $10,000.00

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due to the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)
Effective: 3/8/96 Revised: 1/1/07

This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

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

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

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices that were furnished, installed, or maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

Signs.
Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party. The Contractor will not be held liable for third party damage to large freeway guide signs".

Exit Gore Signs
The exit gore signs as shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 12 inch capital letters and a 20 inch arrow.

Rough Grooved Surface Signs
The Contractor shall furnish and erect "Rough Grooved Surface" signs (W8-1107) on both sides of the expressway, 1000' in advance of any milled area. These signs shall be erected on all ramps that enter the milled area. All signs shall be mounted at a minimum clearance height of 5’.

Drums/Barricades.
Check barricades shall be placed in work areas perpendicular to traffic every 1000', one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or excavation, or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades, either Type I or II, or drums shall be equipped with the flashing light.

To provide sufficient lane widths (10' minimum) for traffic and also working room, the Contractor shall furnish and install vertical barricades with steady burn lights, in lieu of Type II or drums, along the cold milling and asphalt paving operations. The vertical barricades shall be placed at the same spacing as the drums.

Vertical Barricades.
Vertical barricades shall not be used in lane closure tapers, lane shifts, and exit ramp gores.

Also, vertical barricades shall not be used as patch barricades or check barricades. Special attention shall be given, and ballast provided per manufacture's specification, to maintain the vertical barricades in an upright position and in proper alignment.

Temporary Concrete Barrier Wall.
Prismatic barrier wall reflectors shall be installed on both the face of the wall next to traffic, and the top of all sections of the temporary concrete barrier wall. The color of these reflectors shall match the color of the edgelines (yellow on the left and crystal or white on the right). If the base of the temporary concrete barrier wall is 12 inches or less from the travel lane, then the lower slope of the wall shall also have a 6 inch wide temporary pavement marking edgeline (yellow on the left and white on the right).

Method of Measurement.
This item of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions. Traffic control and protection required under Standards 701101, 701400, 701401, 701411 701426, 701446 and District details TC-8, TC-9, TC-17, TC-18 and TC-25 will be included with this item.

Basis of Payment.

a) This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS). This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, replace, relocate, and remove all Expressway traffic control devices required in the plans and specifications.

   In the event the sum total value of all the work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for Traffic Control and Protection will be adjusted as follows:

   Adjusted contract price = .25P + .75P [1+(X-0.1)]

   Where "P" is the bid unit price for Traffic Control and Protection:

   Where "X" = Difference between original and final sum total value of all work items for which traffic control and protection is required. / Original sum total value of all work items for which traffic control and protection is required.

   The value of the work items used in calculating the increase and decrease will include only items that have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Control and Protection.

b) The Engineer may require additional traffic control be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications.

c) Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification.

d) Temporary concrete barrier wall will be measured and paid for according to Section 704.

Impact attenuators, temporary bridge rail, and temporary rumble strips will be paid for separately.

All temporary pavement markings will be measured and paid for according to Section 703 and Section 780.

All pavement marking removal will be measured and paid for according to Section 703 or Section 783.

Temporary pavement marking on the lower slope of the temporary concrete barrier wall will be measured and paid for as TEMPORARY PAVEMENT MARKING, 6".

All prismatic barrier wall reflectors will be measured and paid for according to Section 782.

TRAFFIC CONTROL AND PROTECTION (SURFACE STREETS)

This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic on all surface streets beneath the elevated Dan Ryan Bridge from north of 15th Street to 28th Street. Traffic Control and Protection for Surface Streets is not shown on the contract plans. It is to be provided, as necessary, at the following surface streets, in accordance with all applicable CDOT and IDOT Highway Standards, these Special Provisions, or as directed by the Engineer.

14th Place	Interstate 55
15th Place	25th Place
Ruble St.	Canal Street
Union Ave.	Stewart Ave.
18th St.	26th St.
Canalport Ave.	Shields Ave.
Cermak Rd.	Princeton Ave.
Ford Ave.	Wells St.
Lumber St.	27th St.
Archer Ave.	Wentworth Ave.
24th Place	Franklin Street Connector

Lane reductions on all surface streets will not be allowed from 6-9am and 3-6pm on weekdays or as dictated by CDOT, except for Interstate 55 and the Franklin Street Connector, which will be governed by the hours, listed in the KEEPING THE EXPRESSWAY OPEN TO TRAFFIC specification.

This work also includes coordinating and implementing the partial or complete closures of parking and storage areas that are under the elevated Dan Ryan Bridge as dictated by the contractor's below deck construction operations. It is the contractor's responsibility to schedule any such closures with the affected parties. Any contractor inflicted damages to vehicles and other properties under the elevated Dan Ryan Bridge will be repaired by the Contractor at no additional cost to the contract.

During White Sox and Bears home games; there shall not be any lane closures on any of the identified surface streets within two hours of the game's start and ending times.

Full lane closures will only be permitted with written approval from the Chicago Department of Transportation (CDOT).

Additional lane closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events.

The Contractor shall make arrangements for all lane closure permit requests, with the Engineer and the CDOT Bureau of Inspections, Construction Compliance Section (Public Way Permits), Room 905, City Hall, Chicago, Illinois 60602, at least two weeks in advance of the closure.

Method of Measurement: This item of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions. Traffic control and protection required under Standards 701101, 701400, 701401, 701411, 701446, 701501, 701701, 701801, 702001 & 704001and details shown on the plans will be included with this item.

Basis of Payment:

a) This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SURFACE STREETS). This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, replace, relocate, and remove all traffic control devices required in the plans and specifications for all of the identified surface streets.
b) The following items that are used for Traffic Control and Protection for Surface Streets will not be measured for payment: temporary concrete barrier wall, impact attenuators, temporary rumble strips, temporary pavement markings, pavement marking removals, and prismatic barrier wall reflectors. All these items will not be paid for directly but shall be considered included in the unit cost of TRAFFIC CONTROL AND PROTECTION (SURFACE STREETS).
c) Portable message sign and other work required for ADVANCE PUBLIC NOTIFICATION relating to expressway traffic control shall be included in the cost of this item.

UNITED STATES COAST GUARD SERVICE REQUIREMENTS

The following conditions must be met before the Contractor may proceed with work to the structures over and adjacent to the Chicago River (S/N 016-1114, 016-1066, and 016-1070):

- All work shall be performed so that the free flow of navigation is not reasonably interfered with and the navigational depths are not impaired

- Floating equipment working in the channel shall display lights and signals required by the “Inland Navigational Rules of 1980”.
- Any obstruction that may constitute a hazard to navigation, accidentally dropped into the river, shall be promptly and completely removed to the satisfaction of the USCGS District Commander.
- Floating equipment shall not be permanently moored in the navigation channel or between the navigation channel piers. Floating equipment shall be immediately moved upon the request for passage of river traffic.
- Floating equipment shall be equipped with marine radio to allow communication with approaching river traffic.
- If scaffolding or nets are suspended below low steel or in the navigation span, this office must be advised in advance, so that temporary reductions in clearance for river traffic can be checked for reasonableness and appropriate notices can be published. Plans should include provisions for removing such scaffolding or nets at night or when no actual work is taking place.
- Work shall not be allowed to interfere with the proper display of navigation lights on the bridge at night.
- The Contractor is advised that the Federal Water Pollution Control Act, as amended, prohibits the discharge of oil (including oil based paints) or hazardous substances into the water of the United States. The law requires any person in charge of a vessel or facility from which oil or hazardous substances are discharged to immediately report the discharge to the U.S. Coat Guard National Response Center, 800-424-8802 (toll free).

The USCGS office must be kept informed on the status of this work to enable the USCGS to issue cautionary notices to mariners. The Contractor shall provide the USCGS with the call sign and operating frequency of the marine radio at the job site, so that the information can be included in any such notices.

Cost of complying with these requirements shall not be paid for separately but shall be included in the various items of work in this contract.

STRUCTURAL STEEL REPAIRS

Description. This item consists of furnishing, fabricating, transporting and erecting the structural steel (including diaphragms, filler plates, angles, shims, and fixed bearing assemblies, hinges and gaskets) required for steel repairs to super- and sub- structure elements as shown on the plans, as directed by the Engineer and as specified herein. This item of work shall also include any field drilling or reaming of bolt holes as necessary. Also, included is any cleaning and painting of new and existing structural steel required to complete the repairs.

Any temporary shoring or cribbing required to support structural members will be as specified in the Special Provision for Temporary Shoring and Cribbing. Work required over the Chicago River shall be coordinated based on the United States Coast Guard Service requirements contained elsewhere herein.

Work under this item must be performed in accordance with the requirements of Article 501.03 and the applicable portions of Section 505 of the Standard Specifications.

This item shall also include removing any deteriorated elements or parts thereof for additional repair work not shown or specified in these contract documents which may be discovered in the course of the work. No specific items of work under this item are shown or indicated on the Plans or called for in these specifications. An examination of underlying conditions will be made by the Engineer as elements of the structure are uncovered in the course of the work and their specific instructions concerning removal under this item will be issued by the Engineer in writing.

Materials. Structural steel must conform to the requirements of AASHTO M270 Grade 36 as indicated on the Plans. High strength steel bolts, nuts and washers must be galvanized and conform to the requirements of AASHTO M164. The zinc coating must be by the mechanical plating method conforming to AASHTO M298, Class 50.

Painting. Cleaning and painting new structural steel must be in accordance with Section 506 of the Standard Specifications and the Guide Bridge Special Provisions, “Cleaning and Painting New Metal Structures” and “Cleaning and Painting Contact Surface Areas of Existing Steel Structures”. The color must be as specified in the plans or as directed by the Engineer.

General Requirements. The Contractor must verify all existing dimensions and elevations in the field before ordering and fabricating any structural steel. See the Special Provision for FIELD MEASUREMENTS.

Work shall be coordinated with the removal of the structural steel elements as indicated in the Special Provision for STRUCTURAL STEEL REMOVAL.

Method of Measurement. This item of work will be measured for payment by weight, the weight will be the weight of permanent structural steel furnished and erected, as shown on the Plans. Additional steel added for erection or other purposes will not be measured for payment, but will be at the Contractor’s expense and considered included in the cost of this item. No measurement will be made or allowed for the weight of field weld material. The structural steel will be measured in pounds using the approved shipping weight or by measuring on approved platform scales.

Bolts (including anchor bolts), nuts, washers and/or lock nuts will be included in the measured weight.

Structural Steel Removal will not be measured for payment but shall be included in the cost of STRUCTURAL STEEL REPAIR. See Special Provision for STRUCTURAL STEEL REMOVAL.

Any removal and replacement of sound members that is required to remove deteriorated members will not be measured for payment but shall be included in the cost of this item.

Basis of Payment. The work under this item will be paid for at the contract unit price per pound for STRUCTURAL STEEL REPAIR, which will include all materials, tools, equipment and labor to furnish and erect all new structural steel including diaphragms, connection plates or seats, beam stitch plates and angles and fixed bearing assemblies, hinges, sealing gaskets, bolts, washers, nuts and anchor bolts. Also included is the removal of Structural Steel according to STRUCTURAL STEEL REMOVAL.

Shop and field painting of structural steel, field drilling or reaming of holes will not be paid for separately but shall be included in the cost of this item.

The cost for temporary shoring, jacking and cribbing required for steel repairs is not included in this pay item but shall be included with TEMPORARY SHORING AND CRIBBING.

STRUCTURAL STEEL REMOVAL

Description. This work shall consist of furnishing all labor, materials, tools and equipment required for the removal and satisfactory disposal of deteriorated structural steel consisting of, but not necessarily limited to the following: diaphragms, bearing stiffeners or connection plates and fixed bearing assemblies (including anchor bolts) as shown on the Plans or as directed by the Engineer. The removal shall include removing existing bolts and welds.

The work shall be performed in accordance with the requirements of Article 501.03 of the Standard Specifications except as modified herein, shown on the Plans or as directed by the Engineer.

This item shall also include removing any deteriorated elements or parts thereof for additional repair work not shown or specified in these contract documents which may be discovered in the course of the work. No specific items of work under this item are shown or indicated on the Plans or called for in these Special Provision. An examination of underlying conditions will be made by the Engineer as elements of the structure are uncovered in the course of the work and their specific instructions concerning removal under this item will be issued by the Engineer in writing.

The Contractor shall provide all temporary support and protection from damage for all existing equipment, machinery, conduits and other accessories that are to remain in place, either permanently or on a temporary basis.

Construction Requirements. Prior to commencing removal of the existing structural steel, the Contractor shall submit the following for review by the Engineer:

1. Proposed sequence of removal and the methods to be employed in such work.
2. List of equipment and tools he proposes to employ in executing the removal.
3. Copies of legal evidence for the lawful disposal of materials.

The Contractor shall coordinate the complete or partial removal of the members with the erection of their replacement members. The Contractor shall remove the steel in such a manner as to leave the structure stable, undamaged and in proper condition.

If necessary, the Contractor shall install temporary supports or connections to maintain the structure in a safe and stable condition until the new structural steel member is in place. Any temporary supports or connections required for the safe and stable condition of the structures shall be included with this item. No shoring or support members shall interfere with the operation of any elements required to remain functional during this work.

Work shall be performed in such a manner so as not to damage the existing structural steel that is to remain in place. If structural steel is damaged due to negligence on the part of the Contractor, the additional costs for material and labor necessary to restore the member or member components to its original condition will not be measured for payment but will be done at the Contractor's expense and as directed by the Engineer.

Any removal and replacement of sound members that is required to remove deteriorated members will not be measured for payment but shall be considered included with this item.

Welds to be removed shall be removed by mechanical methods or by air arc.

Bolts to be removed shall be removed by mechanical methods.

Rivets to be removed shall have the heads removed by mechanical methods. The shank may be air lanced prior to driving out the rivet, with caution being taken not to damage the structural element

Areas of structural steel or welds to be cut or chipped shall be cleaned in accordance with the Special Provisions for "Cleaning and Painting Existing Steel Structures", Method 3.

Existing structural steel, which is to remain in place, shall be modified by drilling, sawing or a combination of drilling and sawing. No welding, burning of holes or flame cutting shall be permitted in steel members that are to remain in place. Existing structural steel, which has been modified, shall have the modified edges dressed to a smooth, uniform surface with no notches or gouges. Welding, burning of holes or flame cutting of other structural steel may be permitted with the prior approval of the Engineer.

The Contractor shall provide adequate protection for vehicular traffic, which may be endangered by falling material during removal operations. The cost for any such protection, or any supports for steel to remain or working platforms for steel removal shall be considered included in the cost of this item.

Method of Measurement. The weight of the structural steel to be removed will not be measured for separate payment but shall be included in the cost of STRUCTURAL STEEL REPAIR.

Basis of Payment. The work under this item will not be paid for separately but shall be included in the contract unit price for STRUCTURAL STEEL REPAIR, and shall include removal and disposal, shoring, jacking, protection of members and other appurtenant and collateral work necessary to remove and dispose of deteriorated structural steel as shown on the Plans, directed by the Engineer, as specified herein or as required.

FIELD MEASUREMENTS

Description: This work shall consist of field measuring the existing structural elements that will support new structural steel, including all appurtenant work as required to correctly detail and fabricate the new structural steel.

All pertinent dimensions shall be field verified prior to final preparation and submittal of shop drawings. The Engineer shall be provided with copies of field notes to facilitate the checking of shop drawings, and original field notes shall become the property of the Department at the end of the contract. The Contractor must detail and fabricate new members to the proper dimensions. The Contractor shall be responsible for correcting the improper fit of new steel that is attributable to inadequate field measurements.

Major elements requiring field measurements include existing structural steel elements that require repair or removal and replacement at all locations. Elements to verify shall include elevations, lengths, sizes, and skew angle of diaphragms, sizes and locations of connecting plates, existing bolt locations, existing fixed bearing dimensions and thicknesses and seat elevations, however, the Contractor shall obtain all measurements required to accurately detail and fabricate materials. In addition, the elevations of the bottoms of beams where bearings are replaced should be taken before removal and after replacement. These elevations shall be provided to the Engineer within 48 hours after bearings are replaced.

Any adjustments needed in the dimensions of these elements as a result of field measurements found to be different than those detailed in the contract plans shall be coordinated with the Engineer.

Any requests to temporarily close part or the entire roadway upon or under the bridge to traffic to facilitate field measurements shall be submitted to the Engineer for review and/or approval prior to the beginning of the work. Partial closures for interstate traffic will only be permitted in strict compliance with the Engineer's requirements. Traffic control for such closure, including all signing, flaggers and construction zone safety requirements shall satisfy Department requirements and shall be the Contractor's responsibility.

Basis of Payment: This work shall be paid for at the contract lump sum price for FIELD MEASUREMENTS, which price shall be payment in full for measuring existing structural elements and bearings including all appurtenant work and necessary equipment including, but not limited to survey tools, lift trucks or platforms, flaggers, barriers and other traffic control devices.

TEMPORARY SHORING AND CRIBBING

Description: This work consists of furnishing all labor, tools and equipment for jacking cribbing and supporting the existing beams/slab required to perform the necessary steel repairs. The Contractor is responsible for the complete design of the temporary shoring, jacking (where necessary), and cribbing procedures and the materials used. The Contractor shall furnish and place all bracing, shoring, blocking, temporary structural steel, timber, shims, wedges, jacks, and any other materials and equipment necessary for safe and proper execution of the work.

Construction Requirement: The Contractor shall submit to the Engineer for approval all necessary jacking, shoring and cribbing calculations, plans, and procedures necessary to perform the work no later than 21 days in advance of the work. The calculations, plans and procedures shall be prepared and sealed by an Illinois Licensed Structural Engineer. Jacking and cribbing under and against the existing diaphragms, if applicable, will not be allowed. Beams shall be shored to the capacity as shown on the plans but not be less than 10 kips each.

The Contractor's shoring plans shall be prepared and sealed by an Illinois Licensed Structural Engineer.

At any time during the shoring, the Engineer may require the Contractor to provide additional supports or measures in order to furnish an added degree of safety. The Contractor shall provide such additional supports or measures at no extra cost to the Department.

The Contractor shall be responsible for restoring to their original condition, prior to shoring, the pavement, shoulder, curb and gutter or embankment disturbed by the cribbing footings.

The Contractor shall assume all responsibility and be liable for any damage caused by improper supports for shoring in all. Neither added precautions nor the failure of the Engineer to order additional protection will in any way relieve the Contractor of sole responsibility for the safety of lives, equipment and structure.

Temporary shoring and cribbing shall be protected from traffic with a temporary concrete barrier, which is paid for as TEMPORARY CONCRETE BARRIER.

Basis of Payment: This work will be paid for at the contract unit price per each for TEMPORARY SHORING AND CRIBBING, which price shall be payment in full to satisfactorily complete the work of shoring, cribbing, and jacking where necessary.

Temporary shoring and cribbing required for jacking and removing the existing bearings is not included in this pay item, but the cost is included with JACK AND REMOVE EXISTING BEARINGS.

Jacking and removing the existing bearings is not included in this pay item, but paid for under JACK AND REMOVE EXISTING BEARINGS.

Furnishing and erecting new bearing assemblies shall be paid for as ELASTOMERIC BEARING ASSEMBLY or FLOATING BEARINGS of the type specified.

COLUMN REPAIR

Description. This item of work shall consist of pressure injection of epoxy resin adhesives between the existing top of foundation and the column base plate of the middle column of pier 2 of S.N. 016-1116 as directed by the Engineer and as specified herein. Work shall be performed in accordance with the applicable portions of Section 505 of the Standard Specifications and the manufactures specifications of the epoxy material.

Materials. The epoxy resin material shall be Sikadur 35, Hi-Mod LV manufactured by Sika Corporation or approved equal and shall be in accordance with the manufactures specifications. Long Pot Life, "LPL" or extended pot life products will not be allowed. A corner port manufactured by Lilly or approved equal shall be used for the injection operations according to the manufactures specifications.

Construction Requirements. This work shall be performed by an approved qualified injection Contractor.

Existing sound grout shall not be removed or cleaned. The Contractor shall ensure the epoxy resin will engage full contact with bottom of base plate and existing grout and/or foundation as approved by the Engineer. The Contractor's finished work shall not cause the existing steel bent cap to deflect upward from its at-rest position.

Injection work shall not be allowed when the temperature will be or fall below 40 degrees Fahrenheit during placement and curing time. During the injection operations, the inside shoulder and the three adjacent inside lanes of the southbound Dan Ryan shall be closed to traffic in accordance with KEEPING EXPRESSWAYS OPEN TO TRAFFIC specified herein.

Disturbance to the areas adjacent to this work shall be kept to a minimum.

Basis of Payment. Column repair shall be measured and paid for at the contract lump sum price for COLUMN REPAIR.

Traffic control will be measured and paid for according to TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS) and TRAFFIC CONTROL AND PROTECTION (SUFACE STREETS).

The cost for temporary shoring, jacking and cribbing required for steel repairs is not included in this pay item but shall be included with TEMPORARY SHORING AND CRIBBING.

EPOXY COATING ON REINFORCEMENT (DISTRICT ONE)
Effective: January 1, 2007

For work outside the limits of bridge approach pavement, all references in the Highway Standards and Standard Specifications for reinforcement, dowel bars, tie bars and chair supports for pavement, shoulders, curb, gutter, combination curb and gutter and median shall be epoxy coated, unless noted on the plan.

FLUTED KNEE WALL

Description. This work consists of constructing a cast-in-place concrete wall and foundation, at the locations shown on the Plans, in accordance with plan details, as specified herein, or as directed by the Engineer. The work shall be in accordance with the applicable portions of Sections 503 and 508 of the Standard Specifications.

Concrete for the foundation shall be Class SI concrete and for the wall shall be Class BS concrete according to Section 1020 of the Standard Specifications. The dimensions of the wall and foundation, reinforcement and rustication requirements are indicated in the plan details.

Method of Measurement. Fluted Knee Wall will be measured for payment in place in feet along the top of the wall.

Basis of Payment. This work will be paid for at the contract unit price per foot for FLUTED KNEE WALL, as indicated on the plans or as directed by the Engineer. The price shall be payment in full for all labor, materials, equipment, and services necessary to complete the work as specified.

No additional compensation will be allowed for removing and disposing of excavated materials, backfilling, for furnishing and placing reinforcement bars, for formwork including form liners for the rusticated finish, furnishing, placing and finishing concrete, for applying protective coat, for preformed joint filler or PVC drain piping, California finish and restoring slopes as indicated in the plans or as directed by the Engineer.
Ornamental Fence attached to the top of the Fluted Knee Wall shall be as specified and paid for under the item ORNAMENTAL FENCE, as indicated elsewhere in these Special Provisions.

CLEAN BRIDGE SEATS

Description. This item of work shall consist of cleaning concrete bridge seats for the Dan Ryan viaduct as shown on the plans and as specified herein. The work shall be performed in accordance with the applicable portions of Sections 587 and 592 of the Standard Specifications.

Construction Requirements. The bridge seats of the existing concrete piers shall be cleaned of all dirt, debris, oil, grime, loose particles and pigeon droppings to bare concrete. Cleaning operations shall not commence until after removal and/or repair operations take place at the location to be cleaned. All materials and waste water, if used, shall be disposed in accordance with the applicable requirements of the Standard Specifications.

The Contractor shall take the necessary precautions to protect areas and traffic below the bridge from debris and cleaning elements. Care shall be used not to damage areas of the existing bridge to remain. Any paint damaged by the Contractors cleaning operation shall be repaired, as directed by the Engineer, at his/her own expense.

For bridge seats under expansion joints an application of Concrete Sealer shall be applied to the top surface (including steps) according to the manufacturer's instructions.

Basis of Payment. This item of work shall be paid for at the contract unit price per square foot for CLEAN BRIDGE SEATS which shall constitute full compensation for all material, tools, labor and equipment necessary to completely clean the existing bridge seats and for applying Concrete Sealer as required.

BRIDGE DRAINAGE SYSTEM REPAIRS

Description. This work shall consist of repairing the existing bridge drainage system as shown on the plans, and as directed by the Engineer including: all piping, fittings, support brackets, inserts, bolts, splash blocks, and connections to catch basins or other drainage structures. Locations of leaking joints shall be inspected and replaced or wrapped with an approved joint sealing material as directed by the Engineer.

The existing piping typically consists of fiberglass or PVC pipe with diameters from 8 to 12 inches. The Contractor and Engineer shall inspect and field verify the locations, pipe sizes and dimensions of existing drainage system repairs prior to commencing the work.

Material. The pipe and fittings shall be reinforced fiberglass according to ASTM D 2996 RTRP with a 207 MPa (30,000 psi) minimum short-time rupture strength hoop tensile stress. The reinforced fiberglass shall also have an apparent stiffness factor at 5 percent deflection exceeding 22.6 cu mm-kPa (200 cu in.-lbf/sq in) and a minimum wall thickness of 2.54 mm (0.10 in.). All pipe supports and associated hardware shall be hot dip galvanized according to AASHTO M 232. The fiberglass pipe and fittings furnished shall be pigmented through out, or have a resin-rich pigmented exterior coat, specifically designed for overcoating fiberglass, as recommended by the manufacturer. The color shall be as specified by the Engineer. The resin in either case shall have an ultraviolet absorber designed to prevent ultraviolet degradation. The supplier shall certify the material supplied meets or exceeds these requirements.

PVC pipe and connections may be utilized with the approval of the Engineer.

Installation. All connections of pipes and fittings shown on the plans to facilitate future removal for maintenance cleanout or flushing shall be made with a threaded, gasketed coupler or a bolted gasketed flange system. Adhesive bonded joints will be permitted for runs of pipe between such connections. The end run connection shall feature a minimum nominal 150 mm (6 in.) female threaded fiberglass outlet. Straight runs may utilize a 45 degree reducing saddle bonded to the pipe. The female outlet shall be filled with a male threaded PVC plug.

Runs of pipe shall be supported at spacings not exceeding those recommended by the manufacturer of the pipe. Supports that have point contact or narrow supporting areas shall be avoided. Standard slings, clamps, clevis hangers and shoe supports designed for use with steel pipe may be used. A minimum strap width for hangers shall be 40 mm (1 1/2 in.) for all pipe under 300 mm (12 in.) in diameter and 50 mm (2 in.) for diameters 300 mm (12 in.) or greater. Straps shall have 120 degrees of contact with the pipe. Pipes supported on less than 120 degrees of contact shall have a split fiberglass pipe protective sleeve bonded in place with adhesive.

All pipe, fittings, and expansion joints shall be handled and installed according to guidelines and procedures recommended by the manufacturer or supplier of the material.

Additional Requirements. Certain locations of repairs are at or below ground and may require the removal of bituminous or concrete materials and excavation to remove damaged sections of pipes and make proper new connections. This work shall be as directed by the Engineer for each individual location that this applies. The work involved will also include backfilling and restoration of the surfaces with approved materials and at the direction of the Engineer.

The Contractor, at the direction of the Engineer, may be required to install expansion joints at locations of pipe repairs where free movement is required to prevent future deterioration. Cost of furnishing and installing the expansion joint is included with this item.

Method of Measurement. Bridge Drainage System Repairs shall be measured for payment in place per foot along the centerline of pipe through and including any elbows, cleanouts and connections from point to point of new pipe material. The Engineer shall verify the removal limits before the Contractor commences work.

Leaking joints repaired by wrapping will not be measured for payment, however, joints repaired with new pipe material will be measured along the centerline length of new pipe installed.

Basis of Payment. This work will be paid for at the contract unit price per foot for BRIDGE DRAINAGE SYSTEM REPAIRS which price shall constitute full compensation for furnishing and installing all materials, labor, tools and equipment necessary to repair the existing drainage system at the specified locations. This work will also include any removals, excavations, backfilling and surface restorations as required.

Furnishing and placing temporary concrete barrier as indicated on the plans for protection of drainage downspouts will be measured and paid as specified under TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY) as indicated elsewhere herein. Placement of barrier shall be as directed by the Engineer.

PIER PROTECTION SYSTEM

Description. This item of work shall consist of modifying and extending the pier protection system at Piers 2 and 3 of SN 016-1117 to protect the drainage system as shown on the plans, indicated herein and as directed by the Engineer. The work shall be done in accordance with the applicable portions of Sections 202, 311, 440, 482, 503, 508 and 584 of the Standard Specifications.

General. The Contractor shall coordinate this work with the bridge drainage system repairs shown on the plans. The drainage system shall not be repaired until the necessary pier protection modifications are complete and accepted.

The Contractor shall verify all measurements shown on the drawings in the field before beginning the work. Modifications to the plans based on actual field conditions shall be as directed by the Engineer. Minimum bar laps shall be as indicated on the Plans.

The contractor shall provide the required epoxy coated reinforcement bars to match the general configuration shown on the drawings to fit the actual field conditions. Field bending or cutting of bars may be required. Patching of cut ends shall be as directed in Article 508.04 of the Standard Specifications.

All unsound, loose or spalled concrete on existing barrier faces to receive new concrete shall be prepared as indicated in the Guide Bridge Special Provision, STRUCTURAL REPAIR OF CONCRETE as provided elsewhere herein. No separate payment will be made for this work as it shall be considered incidental to PIER PROTECTION SYSTEM.

Basis of Payment. This work shall be paid for at the contract lump sum price for PIER PROTECTION SYSTEM, which price shall be payment in full for all work required to extend and modify the pier protection system at Piers 2 and 3 of SN 016-1117, which shall include, but not be limited to, Hot-Mix asphalt pavement removal and disposal, excavation, furnishing and placing subbase, furnishing and placing Hot-Mix asphalt shoulders, concrete removal, cleaning or furnishing, fabricating and placing reinforcement bars, drilling and grouting anchor bars, concrete structures, preformed joint filler and protective coat.

Traffic control, as required, will be measured and paid for according to TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS). The required bridge drainage system repairs will be measured and paid for according to BRIDGE DRAINAGE SYSTEM REPAIRS.

TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY)

Description. This work shall consist of furnishing and placing temporary concrete barrier at locations shown on the plans or as directed by the Engineer.

This work shall be performed, measured and paid for in accordance with Section 704 of the Standard Specifications with the following revisions:

"**704.03 General**. The temporary concrete barrier will remain after the contract is complete."

New Jersey or "F" shaped barrier shall be allowed. All barriers shall be in good condition and is subject to rejection by the Engineer if damaged or unsightly.

Basis of Measurement. Temporary concrete barrier shall be measured per foot based on a 10 foot length regardless of the barrier shape provided. Each piece provided and accepted is measured as 10 feet.

Basis of Payment. Temporary concrete barrier as specified herein will be paid for at the contract unit price per foot for TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY).

DRAINAGE STRUCTURES TO BE CLEANED

Description. This item shall consist of the cleaning of existing drainage structures at the locations indicated on the Plans and as directed by the Engineer.

All existing drainage structures which are identified to be cleaned on the Plans or directed to be cleaned by the Engineer shall be cleaned in accordance with Article 602.14 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price each for DRAINAGE STRUCTURES TO BE CLEANED.
(BBA 02/01/07)

VIDEO TAPING OF MAIN DRAIN

Description This Work shall consist of sewer inspection by videotaping of the Dan Ryan Main Drain, as shown on the Plans or directed by the Engineer.

Videotaping and Inspection Requirements
a). Existing Conditions

It shall be the Contractor's responsibility to inspect the sewer prior to the start of televising and to inform the Engineer of any structural deficiencies in the sewer, which may hinder or impede the televising of the sewer.

The construction materials of the sewers to be televised may be brick, cast-in-place concrete, pre-cast reinforced concrete pipe, clay tile pipe, ductile iron pipe and thermoset plastic pipe.

All and any damage caused by operations or operatives connected with this Contract shall be the responsibility of the Contractor.

The Contractor may be required to perform light cleaning prior to or during televising operations. All costs to the Contractor resulting from the provision shall be incidental to the price bid.

Light cleaning shall be defined as a sewer or manhole with an accumulation of debris/dirt less than or equal to 20 percent of the pipe diameter.

b) Acceptance of Televised Main Sewers:

The Department retains the right to determine the acceptance or rejection of all work according to the terms of these Special Provisions. In the event of rejection of completed work, corrective action is to be initiated within 48 hours of notice of rejection.

c) Disposal of Material Removed:

All solids or semi-solids accruing due to the televising and/or cleaning operations shall be removed from the site by the Contractor on a daily basis, and disposed of in accordance with Section 202.03 of the Standard Specifications.

Under no circumstances will the Contractor be permitted to deposit or accumulate debris within any sewer or on the work site.

No debris or dump boxes shall remain on the right-of-way during non-working hours, unless prior written approval is given by the Engineer.

d) Protection of Sewers During Operations:

Satisfactory precautions shall be taken to protect the main sewers and sewer manholes from damage that might be inflicted by the improper use of televising and/or cleaning equipment. Whenever hydraulically propelled equipment or any tools which retard the flow of water in the main sewers are used, precautions shall be taken to ensure that the water pressure created does not cause damage or flooding to any public or private property.

The Contractor shall be responsible for all damage to public and private property as a result of all televising and/or cleaning operations. Costs of restoration of any damaged area to at least its condition prior to damage shall be incidental to this Contract.

The Contractor’s attention is drawn to the fact that existing flows in the sewers could flood the work under this Contract, especially in the event of heavy rainfall. He shall be prepared at all times to safeguard workers and protect the work under this Contract from damage by flooding. The Contractor shall maintain flow at all times in the existing sewers.

The Contractor shall take all necessary precautions to insure that the water pressure created by diverting or retarding flow in the sewer does not cause any damage or flooding to any property.

e) General Requirements:

Arrangements shall be made by the Contractor for videotaping in conformance with the following:

The video operator must have at least one (1) year of experience in televising sewer mains, manholes and lateral connections.

The entire televised inspection must be carried out in the presence of the Department's representative.

Videotapes shall be high quality color in VHS or DVD format and recorded in either SP or LP modes. Recordings made in SLP or EP modes are not acceptable. Any out-of-focus video recordings, or video recordings that exhibit poor visibility due to foggy atmospheric conditions or poor lighting, or portions thereof, shall be cause for rejection of the video recording and will necessitate re-televising at the Contractor's expense.

The Contractor shall turn over the original VHS videotape or DVD to the Engineer immediately after taping with the tab removed so as to prevent accidental erasure.

Televising shall be done one section at a time, each section isolated from the remainder of the sewer line as required. Sufficient water shall be supplied to cause drainage within the isolated section prior to televising.

The Contractor shall not be entitled to any additional working days due to delays in securing the video taping services of a private vendor.

f) Equipment for Televising:

Televising equipment shall include the color television camera, television monitor, cables, power source, lights and other equipment necessary to the televising operation. The camera, television monitor and components of the video system shall be capable of producing a minimum 350-line resolution color video picture.

The camera shall be specifically designed and constructed for sewer inspection. The camera shall have a high-resolution lens, and shall be operative in 100 percent humidity. The camera shall be capable of spanning 360-degrees on the vertical axis and 270-degrees on the horizontal axis, so that all service connections can be property inspected. Focal distance shall be adjustable through a range of from 1-inch to infinity. The camera shall be mounted on skids suitably sized for each pipe diameter to be investigated.

Lighting for the camera shall minimize reflective glare. Camera and lighting quality shall be sufficient to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work.

The remote reading footage counter shall be accurate to 0.20 feet over the length of the particular section being inspected and shall be mounted over the television monitor.

g) Televising Procedures by Contractor:

The camera shall be capable of movement through the sewer line in either direction at a uniform rate, stopping where necessary to ensure proper documentation of the condition of the sewer line. In no case shall the camera be moved at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, powered rewinds or any other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions may be used to move the camera through the sewer line.

The Contractor shall select an appropriate method of propelling the camera based on the existing conditions of each assignment. If the selected method of propelling the camera through the sewer is incapable of doing so, the Contractor shall be obligated to try another method where appropriate, as determined by the Engineer.

If during the televising operations, the camera will not pass through an entire sewer section, the Contractor shall reset his equipment in a manner such that the inspection can continue on the opposite side of the obstruction in the opposite direction, i.e. a reverse set-up. The movement shall be in a direction such that the obstruction can be televised.

When conditions exist making it impossible to televise the sewer, the Contractor shall lamp the line, as determined by the Engineer.

It shall be the Contractor's responsibility to locate all live and dead drains and lateral sewers connected to the section being televised.

All sewer and lateral connections, manhole risers, missing bricks, voids and dark areas are to be televised. The camera shall be held in the viewing position long enough to allow proper evaluation of each location.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communications shall be set up between the manholes of the section being inspected to ensure that adequate communication exists between members of the crew.

Where necessary, a high-pressure water jet spray may be utilized downstream of the camera. The spray shall be equally spread out within the sewer to define the contour shape of the sewer.

Should the camera go underwater, the Contractor shall adjust the camera height and re-televise the affected portion of the sewer.

Distance measurement of the camera in the sewer line is critical. Measurement for location of defects shall be above ground by means of a meter device. Markings on the cable, or similar, which would require interpolation for depth of manhole will not be acceptable.

The accuracy of measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device. Footage measurements shall begin at the centerline of the upstream manhole, unless permission is given by the Engineer to do otherwise. Footage shall be shown on the video data view at all times.

h) Depth of Debris/Dirt and Water:

The Contractor shall measure and record the depth of debris/dirt and water in each manhole.

i) Documentation of Televising by Contractor:

Audio and written documentation shall accompany all video tapes submitted to the Engineer.

The voice recording on the video tapes shall make brief but informative comments on data of significance, including, but not limited to, the locations of unusual conditions, connections, collapsed sections, the presence of scale, root intrusion, corrosion and other discernible features.

Manholes are to be cross-referenced to a house address or property line.
If the camera is stopped for more than one (1) minute the Contractor is to address the reason for the delay on the videotape.

The videotape (s) shall include the following:

1. Data View:
   a. Report number.
   b. Date and time of inspection.
   c. Upstream and downstream manholes or station numbers.
   d. Current distance along reach (tape counter footage).
   e. Weather conditions.
   f. Depth of debris/dirt and water in manholes.
   g. Contractor's name.
   h. Printed labels on tape container and tape cartridge with location information, date, format, and other descriptive information.

2. Written Report:
   a. Same requirements as above in 1. Data View.
   b. Location of unusual conditions.
   c. Location and clock position of sewer and lateral connections.
   d. Location of structural defects.
   e. Location of above ground catch basins.
   f. Location of damaged or missing frames and lids.
   g. Location of areas requiring repair such as, but not limited to, collapsed sewers, manholes and catch basins. Voids in the pavement in close proximity to the main sewer and/or catch basin.
   h. All locations are to be cross-referenced to a house address or property line.

All costs to the Contractor resulting from the above provisions shall be incidental to the prices bid for the various sewers.

k) Cleaning of Sewers:

The equipment selected for cleaning shall be capable of removing all dirt, grease, rock and any other deleterious material from the main sewers and manholes.

When a sewer designated for televising is found to be more than one-half full with debris, bucket machines, rodding machines and/or vacuum equipment shall be used to remove the major portion of material before hydraulic equipment is employed.

Cleaning work may be executed by hand at the discretion of the Engineer.

l) Records – Daily Work Report:

During the televising operations, a daily work report shall be kept on a form to be supplied to the Department. Such form shall include the following:

Date and weather.
Identification of the main sewer section.
Location of each manhole, catch basin and lateral connection.
Condition of the main sewer.
Frames and lids that are damaged or missing.
Location of areas requiring repair such as, but not limited to, collapsed sewers, manholes and catch basins and voids in the pavement in close proximity to the main sewer and/or catch basins.

m) Surface Restoration:

Surface restoration of any areas damaged during the execution of any work under this Contract shall be made to return such areas to a condition equal to or better than the original condition at the sole expense of the Contractor. Any expense for surface restoration shall be incidental to the Contract.

Coordination. Coordination of the proposed work scheduling for the Video Taping of Main Drain shall be done with Ms. Sarah Wilson of the Illinois Department of Transportation at (847) 705-4180 at least 72 hours prior to starting the videotaping activity.

Method of Measurement. VIDEO TAPING OF MAIN DRAIN will be measured for payment in feet. The length shall be measured once regardless of the number of times the Main Drain is actually video taped as specified herein.

Basis of Payment: This work will be paid for at the contract unit price per foot for VIDEO TAPING OF MAIN DRAIN, which price shall include all coordination with adjacent contractors and agencies, permitting, equipment, materials and labor to complete the work as specified herein.

MAIN DRAIN CLEANING

Description: This work consists of performing cleaning of the existing Main Drain sewer and main drain manholes.

The equipment selected for cleaning shall be capable of removing all dirt, grease, rock and other deleterious material from the main sewer and manholes.

When a sewer is found to be more than one-half full with debris, bucket machines, rodding machines, and/or vacuum equipment shall be used to remove the major portion of material before hydraulic equipment is employed.

All dirt/debris due to the cleaning operations shall be removed from the site by the Contractor on a daily basis, and disposed of properly in accordance with Section 202.03 of the Standard Specifications. Disposal shall be performed in accordance with all applicable environmental regulations. Disposal costs shall not be paid for separately, but shall be included in the unit price for MAIN DRAIN CLEANING.

Basis of Payment: This work will be paid for at the contract unit price per foot for MAIN DRAIN CLEANING which price is payment in full for all labor, tools, testing, equipment, and materials necessary to complete this item.
(EK 06-07-05)

STORM SEWERS TO BE CLEANED

Description: This work shall consist of removal of all dirt, grease, rock, and any other deleterious material from storm sewers at locations shown in the plans or as directed by the Engineer.

General Requirements: The equipment selected for cleaning shall be capable of removing all dirt, grease, rock and any other deleterious material from the pipe undedrains.

When a storm sewer designated to be cleaned is found to be more than one-half full with debris, bucket machines, rodding machines and/or vacuum equipment shall be used to remove the major portion of material before hydraulic equipment is employed.

Cleaning work may be executed by hand at the discretion of the Engineer.

All solids or semi-solids accruing due to the cleaning operations must be removed from the site by the Contractor and disposed of in accordance with Section 202.03 of the Standard Specifications.

Satisfactory precautions must be taken to protect the storm sewers and manholes from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled equipment or any tools which retard the flow of water in the pipe underdrains are used, precautions must be taken to ensure that the water pressure created does not cause damage or flooding to any public or private property.

The Contractor shall be responsible for all damage to public and private property as a result of all cleaning operations. Costs of restoration of any damaged area to at least its condition prior to damage shall be incidental to this Contract.

Surface restoration of any areas damaged during the execution of any work under this Contract shall be made to return such areas to a condition equal to or better than the original condition at the sole expense of the Contractor. Any expense for surface restoration shall be incidental to the Contract.

Method of Measurement: STORM SEWERS TO BE CLEANED will be measured in feet along the centerline of the pipe cleaned. At all manholes or other drainage structures the pay limit for STORM SEWERS TO BE CLEANED will be the inside wall of the drainage structure.

Basis of Payment: This work will be paid for at the contract unit price per foot for STORM SEWERS TO BE CLEANED which price is payment in full for all labor, equipment, materials, and waste disposal necessary to complete the work as specified herein.
(BBA – 02/02/07)

CHAIN LINK FENCE, 4' (BRIDGE)
CHAIN LINK FENCE, 6' (BRIDGE)

Description. This work consists of removing and disposing damaged portions of existing chain link fence and posts and fabricating and erecting new chain link fence attached to the top of bridge parapet or barrier wall at the locations shown on the Plans, as specified herein and as directed by the Engineer. Work shall be in accordance with the applicable portions of Section 664 and 584 of the Standard Specifications.

General Requirements. The fence fabric shall meet the requirements of Section 1006.27(a)(1)a. of the Standard Specifications.

All other fence components shall be galvanized. Anchor rods shall meet the requirements of Section 1006.09 of the Standard Specifications and shall be hot dipped galvanized.

The Contractor and Engineer shall collectively determine the extent of fence replacement and the type of components to be replaced. The Contactor shall not order materials until such a determination has been made. The Contractor may re-use parts from the removed chain link fence if the parts are determined to be adequate to allow the fence to function properly, as determined by the Engineer.

Posts shall be spaced as close as practical to the exiting spacing and located to avoid parapet joints and existing post anchorages. The posts shall be anchored to the parapet as shown on the Plans. Posts shall be set vertical and true.

The Contractor shall use the capsule or the adhesive cartridge type anchor rods that have been previously tested and given a prior approval by the Department. The Contractor shall install these anchorages in pre-drilled holes according to the manufacturer's recommendations and procedures. The capsule or the adhesive cartridge shall be sealed with pre-measured amounts of chemical adhesive.

Top and bottom tension wires will be installed tightly, but will not be tension so much that placed posts lose plumbness.

Method of Measurement. CHAIN LINK FENCE, 4' (BRIDGE) or CHAIN LINK FENCE, 6' (BRIDGE) will be measured, in place, in feet along the top of parapet/barrier over the length for which new fence fabric is installed. Individual posts installed to replace damaged posts where existing fence fabric is re-used will not be included in the length measurement.

Basis of Payment. This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE, 4' (BRIDGE) or CHAIN LINK FENCE, 6' (BRIDGE), which price is payment in full for removing and disposing existing fence components, materials, fabricating and installing the new fence components including posts, tension wire, rails, fittings, chain link fabric, drilling and installing anchorage, hardware, and for furnishing all labor, tools, materials and equipment for a complete and acceptable installation.

(BBA 05/26/06)

ORNAMENTAL FENCE

Description. This work shall consist of fabricating and erecting, including drilling and installing anchorage, hardware, and furnishing all labor, materials and equipment, necessary to construct the ornamental fence as shown on the plans and the work shall be performed in accordance with the manufactures specifications and applicable portions of section 503, 584 and1020 of the Standard Specifications.

The industrial ornamental steel fence system shall be similar to the existing adjacent 3 rail ornamental fence in terms of picket style, picket spacing, and color. The system shall include all components (i.e., pickets, rails, posts, gates and hardware) required.

Potential fence suppliers include but are not limited to:

Ameristar Fence Products
1555 North Mingo
Tulsa, OK 74116
Phone: 1-800-321-8724
Fax: 1-877-926-3747
www.ameristarfence.com

Master Halco, Inc.
4000 W. Metropolitan Dr., Suite 400
Orange, California 92868
Phone: 1-714-385-0091
Fax: 1-714-385-0107
www.fenceonline.com

The Contractor shall submit manufacturer's literature and complete shop drawings for review and approval of the Engineer.

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft.

Material. Steel material for fence framework (i.e., tubular pickets, rails, and posts), when galvanized *after* forming, shall conform to the requirements of ASTM A1011/1011M, with a minimum yield strength of 50,000 psi (344 MPa). The exterior shall hot-dip galvanized with a 0.45 oz/ft2 (138 g/m2) minimum zinc weight. The interior surface shall be coated with a minimum 81% nominal zinc pigmented coating, 0.3 mils (0.0076mm) minimum thickness.

Steel material for fence framework (i.e., tubular pickets, rails, and posts), when galvanized *prior* to forming, shall conform to the requirements of ASTM A924/924M, with a minimum yield strength of 50,000 psi (344 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft2 (276 g/m2), Coating Designation G-90.

The manufactured galvanized framework shall be subjected to a five-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a zinc-rich thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be black according to ASTM F934. The coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 1.

Table 1 – Coating Performance Requirements

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117 & D1654	Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822, D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Material for fence pickets shall be 1" square x 14ga. tubing. The cross-sectional shape of the rails shall conform to the manufacturer's horizontal design with outside cross-section dimensions of 1.75" square and a minimum thickness of 14ga. Picket shall be spaced at 4 inch maximum face to face. Picket retaining rods shall be 0.125" diameter galvanized steel. Posts shall be a minimum of 2-1/2" square x 12ga. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections.

Fabrication. Pickets, rails, and posts shall be precut to specified lengths. Horizontal rails shall be pre-punched to accept pickets.

Grommets shall be inserted into the pre-punched holes in the rails and pickets shall be inserted through the grommets so that pre-drilled picket holes align with the internal upper raceway of the horizontal rails. (Note: This can best be accomplished by using an alignment template.) Retaining rods shall be inserted into each horizontal rail so that they pass through the predrilled holes in each picket, thus completing the panel assembly.

Completed panels shall be capable of supporting a 600 lb. load (applied at midspan) without permanent deformation.

Ornamental Gates shall be fabricated using same materials as fencing system.

Installation. Fence posts shall be set in accordance with the spacing shown in Table 2, plus or minus 1/2", depending on the nominal span specified.

Table 2 – Post Spacing Requirements

Span	6' Nominal (67-3/4" Rail)				8' Nominal (92-5/8" Rail)			
Post Size	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Standard (BB301)		Angle (BB304)		Per Manufacture		Per Manufacture	
Post Settings ± ½ O.C.	71-1/2"	72"	73"	73-1/2"	96"	96-1/2"	97-1/2"	98"

Gate posts shall be spaced according to the gate openings specified in the construction plans. Fence panels shall be attached to posts using mechanically fastened panel brackets supplied by the manufacturer. The post shall be anchored to the concrete wall as shown on the plans and in accordance with applicable portions of section 503 and 664 of the Standard Specifications.

Method of Measurement: ORNAMENTAL FENCE will be measured in feet from center to center of the installed fence or gate posts. Drilling, grouting and installing anchorage will not be measured for payment but shall be included in the cost of this item.
Basis of Payment: This work will be paid for at the contract unit price per foot for ORNAMENTAL FENCE which price is payment in full for all materials, fabricating and installing the new fence components including posts, panels, drilling, grouting and installing anchorage, hardware, and for furnishing all labor, tools, materials and equipment for a complete and acceptable installation.

EXISTING TRAFFIC SURVEILLANCE EQUIPMENT

Description. The Contractor shall use caution when working near the existing traffic surveillance system's equipment and any damage cased by the Contractor's operations to this system shall be repaired or replaced to the satisfaction of the Department at the Contractor's own expense.

The Contractor shall allow access to the Department or the Department's Contractor for any maintenance or repair work necessary. The Department does not give advance notice for inspection or repair of the existing traffic surveillance systems.

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10)
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, expect 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	
UP RR @ Dan Ryan @ s/o 15th Place			
Union Pacific Railroad Insurance Group M/C 10049 1416 Dodge St. Omaha NE 68179	0	10 trains/day@20mph	DOT/AAR No.:
174 269K	RR Mile Post: 4.57		
RR Division: Chicago	RR Sub-Division: Rockwell		
FOR FREIGHT/PASSENGER INFO CONTACT: Mr. Tom Andryuk		Phone: 312-496-4726	
FOR INSURANCE INFORMATION CONTACT: Ms. Nancy Savage		Phone: 402-271-2215	
UP RR @ Dan Ryan @ 25th Pl./26th St.			
Union Pacific Railroad Insurance Group M/C 10049 1416 Dodge St. Omaha NE 68179	0	1 to 100 switching trains/day (varies each day of the week) @ 15 mph	DOT/AAR No.:
167474Y	RR Mile Post: 2.0		
RR Division: Chicago	RR Sub-Division: Villa Grove		
FOR FREIGHT/PASSENGER INFO CONTACT: Mr. Tom Andryuk		Phone: 312-496-4726	
FOR INSURANCE INFORMATION CONTACT: Ms. Nancy Savage		Phone: 402-271-2215	
Norfolk Southern @ Dan Ryan @ 25th Pl./26th St.			
Norfolk Southern Railway Company 1200 Peachtree Street Atlanta, Georgia 30309 United States of America	17 trains/day Amtrak @ 70mph	30 trains/day @ 40mph	
DOT/AAR No.: 522994L	RR Mile Post: 465.48		
RR Division: Western	RR Sub-Division: Chicago		
FOR FREIGHT/PASSENGER INFO CONTACT: Jim Kazmierczak		PHONE: 404/529-1256	
FOR INSURANCE INFORMATION CONTACT: David W. Fries		PHONE: 757/629-2701	

METRA @ Dan Ryan @25th Pl./26th St.

Metra
547 W. Jackson Boulevard
Chicago, Illinois 60661

18 trains/day @ 70mph 0
2 (Amtrak)/day @ 70 mph

DOT/AAR No.: 608250(per the data base) RR Mile Post: 2.1
RR Division: Illinois RR Sub-Division: (1)

FOR FREIGHT/PASSENGER INFO CONTACT: Anthony Ognibene PHONE: 312/322-8006
FOR INSURANCE INFORMATION CONTACT: Kerry Brunette PHONE: 312/322-6991

CN/IC RR @ Dan Ryan @ 24th St./ n/o I-55

CN/IC RR
17641 S. Ashland Ave.
Homewood IL. 60430-1345

6 (Amtrak)/day@30mph 8trains/day@25mph.
6 (METRA)/day@30mph

DOT/AAR No.: 289794L RR Mile Post: 3.2
RR Division: Northern RR Sub-Division: Broadview

FOR FREIGHT/PASSENGER INFO CONTACT: Mr. John Henriksen PHONE: 708/332-3557
FOR INSURANCE INFORMATION CONTACT: " PHONE: "

BNSF RR@ Dan Ryan just N/o 16th St.

BNSF Railway Co.
P.O. Box 12010 – BN
Hemet, CA 92546-8010

10 (Amtrak)/day @40mph 20 trains/day@40
104(METRA)/day @40 mph
mph.

DOT/AAR No.: 523005E RR Mile Post: 466.35
RR Division: Western RR Sub-Division: Chicago

FOR FREIGHT/PASSENGER INFO CONTACT: Ms. Pat Casler PHONE: 312/850-5680
FOR INSURANCE INFORMATION CONTACT: Jamie Johnson PHONE: 817/352-3485

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.

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)
Effective: December 1, 1986 Revised: 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

Central/DOT Rail @ Dan Ryan @ Cermak

DOT Rail Service
P.O. Box 605
Granville IL 61326

0

2 trains/day@ 10 mph

DOT/AAR No.: 080081V
RR Division: Chicago

RR Mile Post: 2.27
RR Sub-Division: Lumber Dist.

FOR FREIGHT/PASSENGER INFO CONTACT: Ray Fuchs PHONE: 815/228-2414
FOR INSURANCE INFORMATION CONTACT: " PHONE: "

CTA along Dan Ryan (Red Line)

Chicago Transit Authority (CTA)
120 N. Racine Avenue
Chicago, IL 60607-2010

439 trains/ Day @ 55 mph

0

DOT/AAR No.: N/A
RR Division: CTA

RR Mile Post: N/A
RR Sub-Division: Red Line

FOR FREIGHT/PASSENGER INFO CONTACT: Marvin Watson PHONE: 312/681-3860
FOR INSURANCE INFORMATION CONTACT: Mike Wrenn PHONE: 312/681-3646

CTA along Dan Ryan (Orange Line)

Chicago Transit Authority (CTA) 382 trains/ Day @ 55 mph 0
120 N. Racine Avenue
Chicago, IL 60607-2010

DOT/AAR No.: N/A
RR Division: CTA
RR Mile Post: N/A
RR Sub-Division: Orange Line

FOR FREIGHT/PASSENGER INFO CONTACT: Marvin Watson PHONE: 312/681-3860
FOR INSURANCE INFORMATION CONTACT: Mike Wrenn PHONE: 312/681-3646

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.

UNION PACIFIC RAILROAD MINIMUM REQUIREMENTS

PART 1 – GENERAL

DESCRIPTION

This project includes construction work within the Right-of-Way and/or properties of the Union Pacific Railroad Company "UPRR" and adjacent to tracks, wire lines and other facilities. This section describes the special requirements for coordination with UPRR when work by the Contractor will be performed upon, over or under the UPRR Right-of-Way or may impact current or future UPRR operations. The Contractor will coordinate with UPRR while performing the work outlined in this Contract, and shall afford the same cooperation with UPRR as it does with the Agency. All submittals and work shall be completed in accordance with UPRR Guidelines and AREMA recommendations as modified by these minimum special requirements or as directed in writing by the UPRR Designated Representative.

For purposes of this project, the UPRR Designated Representative shall be the person or persons designated by the UPRR Manager of Industry and Public Projects to handle specific tasks related to the project.

DEFINITION OF AGENCY AND CONTRACTOR

As used in these UPRR requirements, the term "Agency" shall mean the Insert name of Political Entity.

As used in these UPRR requirements, the term "Contractor" shall mean the contractor or contractor's hired by the Agency to perform any project work on any portion of UPRR's property and shall also include the contractor's subcontractors and the contractor's and subcontractor's respective officer, agents and employees, and others acting under its or their authority.

UPRR CONTACTS

The primary UPRR point of contact for this project is:

Name

Manager Industry and Public Projects
Union Pacific Railroad Company
Address

Phone:

Fax:

For UPRR flagging services and track work, contact:

Name

Manager Track Maintenance
Union Pacific Railroad Company
Address

Phone:

Fax:

REQUEST FOR INFORMATION / CLARIFICATION

All Requests for Information ("RFI") involving work within any UPRR Right-Of-Way shall be in accordance with the procedures listed elsewhere in these bid documents. All RFI's shall be submitted to the Engineer of Record. The Engineer of Record will submit the RFI to the UPRR Designated Representative for review and approval for corresponding to work within the UPRR Right-Of-Way. The Contractor shall allow four (4) weeks for the review and approval process by UPRR.

PLANS / SPECIFICATIONS

The plans and specifications for this project, affecting the UPRR, are subject to the written approval by the UPRR and changes in the plans may be required after award of the Contract. Such changes are subject to the approval of the Agency and the UPRR.

PART 2 – UTILITIES AND FIBER OPTIC

All installations shall be constructed in accordance with current AREMA recommendations and UPRR specifications and requirements. UPRR general guidelines and the required application forms for utility installations can be found on the UPRR website at www.uprr.com.

GENERAL

Contractor shall perform all work in compliance with all applicable UPRR and FRA rules and regulations. Contractor shall arrange and conduct all work in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of UPRR and the traffic moving on such tracks, or the wires, signals and other property of UPRR, its tenants or licensees, at or in the vicinity of the work. UPRR shall be reimbursed by Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from Contractor’s construction work or other activities.

Construction activities will be permitted within 12 feet of the centerline of operational tracks only if absolutely necessary and UPRR’s Designated Representative grants approval. Construction activities within 12 feet of the operational track(s) must allow the tracks to stay operational.

Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail.

The Contractor is also advised that new railroad facilities within the project may be built by UPRR and that certain Contractor's activities cannot proceed until that work is completed. The Contractor shall be aware of the limits of responsibilities and allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the UPRR.

RAILROAD OPERATIONS

The Contractor shall be advised that trains and/or equipment are expected on any track, at any time, in either direction. Contractor shall become familiar with the train schedules in this location and structure its bid assuming intermittent track windows in this period, as defined in Paragraph B below.

All railroad tracks within and adjacent to the Contract Site are active, and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations will occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with railroad operations.

Work windows for this Contract shall be coordinated with the Agency's and the UPRR's Designated Representatives. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

Conditional Work Window: A Conditional Work Window is a period of time that railroad operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a UPRR flag person will be required. At the direction of the UPRR flag person, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet, or as directed by the UPRR Designated Representative, from the tracks). Conditional Work Windows are available for the Project.

Absolute Work Window: An Absolute Work Window is a period of time that construction activities are given priority over railroad operations. During this time frame the designated railroad track(s) will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the railroad tracks and/or signals must be completely operational for train operations and all UPRR, Public Utilities Commission (PUC) and Federal Railroad Administration (FRA) requirements, codes and regulations for operational tracks must be complied with. In the situation where the operating tracks and/or signals have been affected, the UPRR will perform inspections of the work prior to placing that track back into service. UPRR flag persons will be required for construction activities requiring an Absolute Work Window. Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for UPRR review.

RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

A. Prior to beginning any work on or over the property of, or affecting the facilities of, the UPRR, the Contractor shall notify the primary railroad representative at least ten (10) working days in advance of such work and at least ten (10) working days in advance of proposed performance of any work by contractor in which any person or equipment will be within twenty-five (25) feet of any track or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track. If the contractor will be on UPRR property outside the limits of the State's easements, Contractor shall enter into an agreement with the UPRR in the form of the "Contractor's Right of Entry Agreement", attached as Appendix _____, or latest version thereof provided by the UPRR. There is a fee for processing of the agreement. This cost shall be borne by the Contractor. Contractor shall submit a copy of the executed agreement and the insurance policies, binders, certificates and endorsements set forth therein to the Agency prior to commencing work on UPRR property. The right of entry agreement shall specify working time frames, flagging and inspection requirements, and any other items specified by the UPRR.

The Contractor shall give the advance notice to the UPRR as required above before commencing work in connection with construction upon or over UPRR's Right-of-Way and shall observe UPRR's rules and regulations with respect thereto.

All work upon UPRR's Right-of-Way shall be done at such times and in such manner so as not to interfere with or endanger the operations of UPRR. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to UPRR's Designated Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging and/or inspection service, shall be deferred until the flagging protection required by UPRR is available at the job site. See Section 3.18 for railroad flagging requirements.

The Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:

Exactly what the work entails.
The days and hours that work will be performed.
The exact location of work, and proximity to the tracks.
The type of window requested and the amount of time requested.
The designated contact person.

The Contractor shall provide a written confirmation notice to the UPRR at least 48 hours before commencing work in connection with approved work windows when work will be performed within 25 feet of any track center line. All work shall be performed in accordance with previously approved work plans.

Should a condition arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of UPRR, the Contractor shall make such provisions. If in the judgment of UPRR's Designated Representative such provisions are insufficient, the UPRR's Designated Representative may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense and without cost to the UPRR. UPRR or the Agency shall have the right to order Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of the UPRR's Designated Representative, the Contractor's operations could endanger UPRR's operations. In the event such an order is given, Contractor shall immediately notify the Agency of the order.

INSURANCE

Contractor shall not begin work upon or over UPRR's Right-of-Way until UPRR has been furnished the insurance policies, binders, certificates and endorsements as defined in Section 3.20 below and UPRR's Designated Representative has advised the Agency that such insurance is in accordance with the Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until Contractor removes all tools, equipment, and material from UPRR's property and cleans the premises in a manner reasonably satisfactory to UPRR. For the benefit of the Contractor and the Insurer(s), the current railroad traffic in the project area is estimated at _____ train movements per day at a maximum speed of _____ MPH.

RAILROAD SAFETY ORIENTATION

All personnel employed by the Contractor and all subcontractors must complete the UPRR course "Orientation for Contractor's Safety", and be registered prior to working on UPRR property. This orientation is available at **www.contractororientation.com**. This course is required to be completed annually.

COOPERATION

UPRR will cooperate with Contractor so that work may be conducted in an efficient manner, and will cooperate with Contractor in enabling use of UPRR's right-of-way in performing the work.

MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK AND OTHER TEMPORARY STRUCTURES

The Contractor shall abide by the following minimum temporary clearances during the course of construction:
12' – 0" horizontal from centerline of track
21' – 6" vertically above top of rail.

For construction clearance less than listed above, local Operating Unit review and approval is required.

APPROVAL OF REDUCED CLEARANCES

The minimum track clearances to be maintained by the Contractor during construction are specified in Section 3.07 herein.

Any proposed infringement on the specified minimum clearances due to the Contractor's operations shall be submitted to UPRR's Designated Representative through the Agency at least 30 days in advance of the work and shall not be undertaken until approved in writing by the UPRR's Designated Representative.

No work shall commence until the Contractor receives in writing assurance from UPRR's Designated Representative that arrangements have been made for flagging service, as may be necessary and receives permission from UPRR's Designated Representative to proceed with the work.

CONSTRUCTION AND AS-BUILT SUBMITTALS

Submittals are required for construction materials and procedures as outlined below. The submittals shall include all review comments from the Agency and the Engineer of Record. All design submittals shall be stamped and signed by a Professional Engineer registered in the State of Illinois.

The tables below provide UPRR's minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in these bid documents. The minimum review times indicated below represent UPRR's requirements only. The Contractor shall allow additional time for the Agency's review time as stated elsewhere in these bid documents.

Submittals shall be made by the Agency to the UPRR Manager of Industry and Public Projects unless otherwise directed by the Railroad. Items in Table 1 shall be submitted for both railroad overpass and underpass projects, as applicable. Items in Table 2 shall be submitted for railroad underpass projects only.

TABLE 1

ITEM	DESCRIPTION	SETS REQD.	UPRR's Minimum Review Time
1	Shoring design and details	4	4 weeks
2	Falsework design and details	4	4 weeks
3	Drainage design provisions	4	4 weeks
4	Erection diagrams and sequence	4	4 weeks
5	Demolition diagram and sequence	4	4 weeks

Prior to or during construction of railroad underpass structures, the UPRR requires the review of drawings, reports, test data and material data sheets to determine compliance with the specifications. Product information for items noted in Table 2 be submitted to UPRR's Designated Representative through the Agency for their own review and approval of the material. The signed submittal and the Agency's review comments will be reviewed by UPRR or their consultant. If a consultant performs the reviews, the consultant may reply directly to the Agency or its Designated Representative after consultation with UPRR. Review of the submittals will not be conducted until after review by the Agency or its Designated Representative. Review of the submittal items will require a minimum of four (4) weeks after receipt from the Agency.

TABLE 2

ITEM	DESCRIPTION	SETS REQD.	NOTES
1	Shop drawings	4	Steel and Concrete members
2	Bearings	4	For entire structures
3	Concrete Mix Designs	4	For entire structures
4	Rebar & Strand certifications	4	For superstructure only
5	28 day concrete strength	4	For superstructure only
6	Waterproofing material certifications and installation procedure	4	Waterproofing & protective boards
7	Structural steel certifications	4	All fracture critical members & other members requiring improved notch toughness
8	Fabrication and Test reports	4	All fracture critical members & other members requiring improved notch toughness
9	Welding Procedures and Welder Certification	4	AWS requirements
10	Foundation Construction Reports	4	Pile driving, drilled shaft construction, bearing pressure test reports for spread footings
11	Compaction testing reports for backfill at abutments	4	Must meet 95% maximum dry density, Modified Proctor ASTM D1557

As-Built Records shall be submitted to the UPRR within 60 days of completion of the structures. These records shall consist of the following items:

Overpass Projects
Electronic files of all structure design drawings with as-constructed modifications shown, in Microstation J or Acrobat .PDF format.

Hard copies of all structure design drawings with as-constructed modifications shown.

Underpass Projects
Electronic files of all structure design drawings with as-constructed modifications shown, in Microstation J or Acrobat .PDF format.

Hard copies of all structure design drawings with as-constructed modifications shown.

Final approved copies of shop drawings for concrete and steel members.

Foundation Construction Reports

Compaction testing reports for backfill at abutments

APPROVAL OF DETAILS

The details of the construction affecting the UPRR tracks and property not already included in the Contract Plans shall be submitted to UPRR's Designated Representative through the Agency for UPRR's review and written approval before such work is undertaken. Review and approval of these submittals will require a minimum of four (4) weeks in addition to the Agency's review time as stated elsewhere in these bid documents.

MAINTENANCE OF RAILROAD FACILITIES

A. The Contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from Contractor's operations; to promptly repair eroded areas within UPRR's right of way and to repair any other damage to the property of UPRR, or its tenants.

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

C. The Contractor must submit a proposed method of erosion control and have the method reviewed by the UPRR prior to beginning any grading on the Project Site. Erosion control methods must comply with all applicable local, state and federal regulations.

SITE INSPECTIONS BY UPRR's DESIGNATED REPRESENTATIVE

A. In addition to the office reviews of construction submittals, site inspections may be performed by UPRR's Designated Representative at significant points during construction, including but not limited to the following:

Preconstruction meetings.

Pile driving, drilling of caissons or drilled shafts.

Reinforcement and concrete placement for railroad bridge substructure and/or superstructure.

Erection of precast concrete or steel bridge superstructure.

Placement of waterproofing (prior to placing ballast on bridge deck).

Completion of the bridge structure.

B. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by UPRR.

C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Agency for submittal to UPRR's Designated Representative for review prior to commencement of work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for the above listed events as necessary, but at least monthly so that site visits may be scheduled.

UPRR REPRESENTATIVES

A. UPRR representatives, conductors, flag person or watch person will be provided by UPRR at expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect UPRR facilities, property and movements of its trains or engines. In general, UPRR will furnish such personnel or other protective services as follows:

When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from centerline of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 25 foot limit, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.

For any excavation below elevation of track subgrade if, in the opinion of UPRR's Designated Representative, track or other UPRR facilities may be subject to settlement or movement.

During any clearing, grubbing, excavation or grading in proximity to UPRR facilities, which, in the opinion of UPRR's Designated Representative, may endanger UPRR facilities or operations.

During any contractor's operations when, in the opinion of UPRR's Designated Representative, UPRR facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.

The Contractor shall arrange with the UPRR Designated Representative to provide the adequate number of flag persons to accomplish the work.

WALKWAYS REQUIRED

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 twelve feet (12') from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while UPRR's flagman service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 8' – 6" horizontally from center line of tangent track or 9' – 6" horizontally from centerline of curved track.

COMMUNICATIONS AND SIGNAL LINES

If required, UPRR will rearrange its communications and signal lines, its grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by UPRR's forces in connection with its operation at expense of the Agency. This work by UPRR will be done by its own forces and it is not a part of the Work under this Contract.

TRAFFIC CONTROL

Contractor's operations that control traffic across or around UPRR facilities shall be coordinated with and approved by the UPRR's Designated Representative.

CONSTRUCTION EXCAVATIONS

The Contractor shall be required to take special precaution and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and UPRR "Guidelines for Temporary Shoring".

B. The Contractor shall contact UPRR's "Call Before Your Dig" at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. central time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near UPRR property, the Contractor will co-ordinate with UPRR and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near UPRR property.

RAILROAD FLAGGING

A. Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, may require railroad flagging services or other protective measures. Contractor shall give the advance notice to the UPRR as required in Section 3.03 above before commencing any such work, so that the UPRR may determine the need for flagging or other protective measures to ensure the safety of the railroad's operations. Contractor shall comply with all other requirements regarding flagging as specified by Union Pacific. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

B. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work , even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad. The estimated pay rate for each flag person is $_____ per day for an 8 hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the UPRR and are subject to change.

CLEANING OF RIGHT-OF-WAY

Contractor shall, upon completion of the work to be performed by Contractor upon the premises, over or beneath the tracks of UPRR, promptly remove from the Right-of-Way of UPRR all of Contractor's tools, implements, and other materials whether brought upon the Right-of-Way by Contractor or any subcontractors, employee or agent of Contractor or of any subcontractor, and leave the Right-of-Way in a clean and presentable condition to satisfaction of UPRR.

INSURANCE PROVISIONS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:
Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,00 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:
Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:
Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

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

The policy must contain the following endorsement, which must be stated on the certificate of insurance:
Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $5,000,000 per occurrence and an aggregate of $10,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability insurance. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising form the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

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

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

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

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

END OF SECTION

NSRR SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST

1. AUTHORITY OF RAILROAD ENGINEER ANDDEPARTMENT 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 is 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: D. W. Fries,
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. D. W. Fries, 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:

BNSF / CONTRACTOR AGREEMENT

LAW DEPARTMENT APPROVED

EXHIBIT A

C-1

Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: _____
Agency Project: _____

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract")dated _____, 200_, **[***Drafter's Note: insert the date of the contract between the Agency and the Contractor here]** with _____ **[Drafter's Note: insert the name of the Agency here]**for the performance of certain work in connection with the following project _____. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for _____**[insert Agency name here]**___ (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY. [Note to Drafter: Check with appropriate local counsel to ensure that the indemnity language is enforceable. In California, replace the word "INTENTIONAL" in the last sentence with the word "WILLFUL". Further, replace the word "GROSS" in the last sentence with the word "SOLE".]**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

Bodily Injury and Property Damage
Personal Injury and Advertising Injury
Fire legal liability
Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

It is agreed that any workers' compensation exclusion does not apply to ***Railroad*** payments related to the Federal Employers Liability Act or a ***Railroad*** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.

The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

Bodily injury and property damage
Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

_____'s statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

Railroad Protective Liability insurance naming only the ***Railroad*** as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
Endorsed to include the Limited Seepage and Pollution Endorsement.
Endorsed to remove any exclusion for punitive damages.
No other endorsements restricting coverage may be added.

The original policy must be provided to the ***Railroad*** prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against ***Railroad*** for all claims and suits against ***Railroad***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railroad*** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railroad*** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy is primary and non-contributing with respect to any insurance carried by ***Railroad***. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and ***Railroad*** must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming ***Railroad*** as additional insured must be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of ***Railroad.*** If granted by ***Railroad***, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all ***Railroad*** liabilities that would otherwise, in accordance with the provisions of this ***Agreement***, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to ***Railroad*** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify ***Railroad*** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from ***Railroad***, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RAILWAY COMPANY
P.O. Box 12010-BN
Hemet, California 92546-8010
Fax: 909-766-2299

Any insurance policy must be written by a reputable insurance company acceptable to ***Railroad*** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this ***Agreement*** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this ***Agreement***. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, ***Railroad*** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming ***Railroad*** as an additional insured, and requiring that the subcontractor release, defend and indemnify ***Railroad*** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify ***Railroad*** herein.

Failure to provide evidence as required by this section will entitle, but not require, ***Railroad*** to terminate this ***Agreement*** immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this ***Agreement***. Damages recoverable by ***Railroad*** will not be limited by the amount of the required insurance coverage.

For purposes of this section, ***Railroad*** means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, , including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as $50,000.00 per incident.

Contractor and its subcontractors must give Railway's representative (_____) _____ weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

_____
(Contractor) **BNSF Railway Company**

By:_____
By:_____
Printed Name:_____
Name:_____
Title:_____ Manager Public Projects

Contact Person: _____ Accepted and effective this _____day of 20__.

Address: _____

_____

City:_____State:___Zip:____

Fax: _____

Phone: _____

E-mail:_____

ICRR REQUIREMENTS

United States Region

John Henriksen
Manager Public Works

17641 South Ashland Avenue
Homewood, Illinois 60430-1345

Date:_____

_____
_____
_____
_____
_____

Subject: Right-of-Entry
_____
_____ District MP _____
_____, IL

Dear Sirs:

Reference is made to your request regarding a Right of Entry Agreement for the purposes relating to _____ Railroad Company's tracks and right-of-way near the above-mentioned location.

Enclosed are duplicate original counterparts of a covering Right-of Entry Agreement which has been prepared pursuant to this request. If satisfactory, please arrange to have both counterparts signed on your firm's behalf and return both to the undersigned for formal execution by the Railroad Company. Approval should not be presumed until a fully executed counterpart is returned for your files. To expedite our final acceptance and approval, a check in the stated amount of $750 made payable to "Illinois Central Railroad Company" and the required evidence(s) of insurance should accompany the return of the documents.

Should you have any questions in these matters, please contact the undersigned at (708) 332-3557.

Sincerely,

United States Region

Paul E. Ladue
Region Manager
Contracts and Administration

17641 South Ashland Avenue
Homewood, Illinois 60430-1345

Date:_____

_____
_____
_____
_____
_____

Subject: Right-of-Entry
_____
_____ District MP _____
_____, IL

Gentlemen:

The Illinois Central Railroad Company (hereinafter referred to as the Railroad Company) hereby grants to _____ (hereinafter called the Licensee) license and permission, at the Licensee's sole cost, risk and expense, to enter the Railroad Company's property in the vicinity of _____ (Railroad Mile Post _____, _____ Subdivision) for purposes related to _____ _____the Railroad Company's tracks and right-of-way.

Licensee shall pay to the Railroad Company upon execution of this letter agreement the sum of $750.00 to cover preparation and administration of this agreement. The aforesaid sum is not refundable in the event Licensee elects not to enter upon the Railroad Company's property or the event the Railroad Company elects to terminate this license for any reason whatsoever.

The Licensee shall not enter the Railroad Company's premises for the purpose as set forth above without having first given the Railroad Company's Engineering Superintendent or his authorized representative at least three (3) days' advance notice of the date Licensee plans to commence the work.

The Railroad Company shall have the right, but not the duty, to require the Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above the Railroad Company's property. If in the sole opinion of the authorized representative of the Railroad Company any said activity or work is undesirable for any reason, the Railroad Company shall have the right to terminate this agreement and the Licensee's license and permission at once.

The Railroad Company shall have the right, but not the duty, to restrict the Licensee's activity on the Railroad Company's property in any way that the Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require the Licensee to adopt and take any safety precautions that the Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty feet (25') of the centerline of the nearest railroad track without the expressed permission of the Railroad Company's Engineering Superintendent or his duly authorized representative and then only when either the track has been removed from service or a Railroad Company flagman is present.

The Railroad Company may, at the Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagmen, watchmen and inspectors.

The Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

As a consideration, and as a condition without which this license would not have been granted, the Licensee agrees to indemnify the Railroad Company in accordance with the terms of "Exhibit A - Indemnity" attached hereto and made a part hereof.

The Licensee shall furnish the Railroad Company with a policy or policies of insurance acceptable to the Railroad Company naming the Railroad Company as an insured party and protecting the Railroad Company against any and all liability for personal injury (including death) or property damage directly or indirectly resulting from the granting or exercise of this license and that such insurance be primary as it relates to this letter agreement. Such insurance shall have a minimum combined single limit of $5,000,000 per occurrence with an aggregate limit of at least $10,000,000. The insurance policy or policies must not contain any exclusion for work taking place in the vicinity of railroad tracks, and must be furnished to and approved by the Railroad Company prior to entry by the Licensee upon the Railroad Company's property.

The Railroad Company's exercise or failure to exercise any rights under this agreement shall not relieve the Licensee of any responsibility under this agreement, including, but not limited to, the obligation to indemnify the Railroad Company as herein provided.

Cost and expense for work performed by the Railroad Company, as referred to in this agreement, shall consist of the actual cost of labor, materials, equipment and other plus the Railroad Company's standard additives in effect at the time the work is performed.

This license and permission herein granted is revocable at the option and discretion of the Railroad Company upon notice to the Licensee and shall not be transferred or assigned. Unless sooner revoked by the Railroad Company, extended by written agreement or relinquished by act of the Licensee, this license and permission shall terminate six (6) months from the date of this letter.

Upon termination of this license, the Licensee shall remove all of its property, leaving the Railroad Company's premises in a neat and safe condition satisfactory to the Railroad Company's Engineering Superintendent or his authorized representative, failing in which the Railroad Company may do so at the Licensee's sole cost, risk and expense.

Please indicate your acceptance in the space provided below and return both copies of this letter. A fully executed copy will be transmitted to you for your permanent files.

Yours very truly,

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____
Paul E. Ladue
Region Director
Contracts and Administration

ACCEPTED:

_____

By: _____

Print Name: _____

Title: _____

RN

EXHIBIT "A"

INDEMNITY

Licensee agrees to indemnify and save harmless Railroad Company, its officers, employees and agents and to assume all liability for death or injury to any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for all loss, damage or injury to any property, including, but not limited to, that belonging to the parties hereto, together with all expenses, attorneys' fees and costs incurred or sustained by Railroad Company, whether in defense of any such claims, demands, actions and causes of action or the enforcement of the indemnification rights hereby conferred, in any manner or degree caused by, attributable to or resulting from the exercise of the rights herein granted, or the work performed by the Railroad Company for the Licensee under the terms of this license or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by this agreement, regardless of any negligence of Railroad Company, its officers, employees and agents.

Said Licensee agrees also to release, indemnify and save harmless Railroad Company, its officers, employees and agents from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be exercised, whether or not the death, injury or damage resulting therefrom may be due in whole or in part to the negligence of the Railroad Company, its officers, employees or agents.

It is the intention of the parties hereto that Licensee shall by solely responsible for all such destruction or damage to property or for personal injury to or death of any persons which would not have occurred if the rights granted herein had never been granted or exercised.

At the election of the Railroad Company, the Licensee, upon notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

Accepted: _____

Print Name: _____

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE ILLINOIS CENTRAL RAILROAD COMPANY

The Grantee, Licensee or Permittee, or any Contractor engaged on its behalf, shall, before entering upon the property of the Railroad for performance of any work, secure permission from the Engineering Superintendent of the Railroad Company or his authorized representative at _____ for the occupancy and use of the Railroad's property and shall confer with the Railroad relative to requirements for railroad clearances, operation and general safety regulations. Grantee shall have all employees doing work on CN's property or its subcontractors doing work on CN's property go through Railroad Safety Training at http://www.e-railsafe.com/. Railroad Company reserves the right to bar any of Licensee's employees or agents from Railroad Company's property at any time for any reason. Licensee will need to contact Rich Hussey via email at RICH.HUSSEY@CN.CA with a copy to JOHN.HENRIKSEN@CN.CA, to be set up with a vendor number to complete eRailsafe. This email needs to contain Company Name, Address, Telephone Number, Contact Person and IDOT Contract No. If the AAR/DOT Number is available it must be included also.

The Grantee, Licensee or Permittee, or any Contractor engaged on its behalf, shall at all times conduct their work in a manner satisfactory to the Engineering Superintendent of the Railroad Company, or his authorized representative, and shall exercise care so as to not damage the property of the Railroad Company, or that belonging to any other grantees, licensees, permitees or tenants of the Railroad Company, or to interfere with railroad operations.

The Engineering Superintendent of the Railroad Company, or his authorized representative, will at all times have jurisdiction over the safety of railroad operations, and the decision of the Engineering Superintendent or his authorized representative as to procedures which may affect the safety of railroad operations shall be final, and the Grantee, Licensee or Permittee, and/or any Contractor engaged on its behalf shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of the Railroad. The Railroad's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on the Railroad's property.

Should any damage occur to Railroad property as a result of the unauthorized or negligent operations of any Grantee, Licensee, Permittee and/or any Contractor engaged on its behalf, and the Railroad deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Grantee, Licensee, Permittee and/or Contractor, as the case may be, shall promptly reimburse the Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, cost shall

be deemed to include the direct cost of any labor, materials, equipment or contract expense plus the Railroad's then current customary additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of the Railroad, the Grantee, Licensee, Permittee and/or its Contractor shall make the necessary arrangements with the Railroad for the construction, protection, maintenance and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction, protection, maintenance and later removal shall be promptly reimbursed to the Railroad upon receipt of bill(s) therefor.

The Grantee, Licensee, Permittee and/or its Contractor shall at no time cross the Railroad's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing.

Any flagging protection, watchmen service or standby personnel required by the Railroad for the safety of railroad operations because of work being conducted by a Grantee, Licensee, Permittee and/or its Contractor, or in connection therewith, will be provided by the Railroad and the cost thereof shall be reimbursed to the Railroad by the respective Grantee, Licensee, Permittee or Contractor upon receipt of bill(s) therefor. The requirements of the Railroad are as follows:

The services of a flagman will be required during any operation involving direct interference with the Railroad's tracks or traffic, fouling of railroad operating clearances, or reasonable proximity of accidental hazard to railroad traffic, generally when work takes place within twenty-five feet (25') from the nearest rail. Additional flagmen will also be furnished whenever, in the opinion of Railroad's Engineering Superintendent, such protection is needed.

Prior to any digging, trenching or boring activities on Railroad property, or beneath any railroad track, an on-site meeting shall be conducted with the Railroad's Signal Supervisor or Signal Maintainer so as to ascertain, to the extent possible, the location of any buried railroad signal cables in the vicinity of the proposed work. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad signal cables without the Railroad's Signal Maintainer being present.

In order that the Railroad Company may be prepared to furnish protective services, it is incumbent upon the Grantee, Licensee, Permittee and/or its Contractor to notify the Railroad Company sufficiently in advance of when the protective services are required. For work activities which require a flagman, Signal Maintainer or other Railroad personnel to be present while said work is being conducted, should the Railroad be unable to furnish the flagman or other personnel at the desired time or on the desired date(s), the Grantee, Licensee, Permittee and/or its Contractor shall not perform the said operation or work until such time and date(s) that appropriate Railroad personnel can be made available. It is understood the Railroad Company shall not be liable for any increased costs incurred by the Grantee, Licensee, Permittee and/or its Contractor owing to Railroad's inability or failure to have appropriate Railroad personnel available at the time or on the date requested.

The rate of pay for the Railroad employees will be the prevailing hourly rate for an eight (8) hour day for the class of labor during regularly assigned work hours, overtime rates in accordance with Labor Agreements and Schedules and the Railroad's standard additives, all as in effect at the time the work is performed.

Wage rates are subject to change, at any time, by law or by agreement between the Railroad and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, the Grantee, Licensee, Permittee and/or its Contractor shall pay on the basis of the new rates.

Any digging, trenching or boring on Railroad property shall be conducted in such a manner that any settlement or caving in of the ground surface shall be avoided.

The following temporary clearances are the minimum that must be maintained at all times during any operation:

Vertical: **23'-0" (7.0 m) above top of highest rail within 8'-0" (2.44 m) of the centerline of any track**

Horizontal: **8'-6" (2.59 m) from centerline of the nearest track, measured at right angles thereto**

If lesser clearances than the above are required for any part of the work, the Grantee, Licensee, Permittee and/or its Contractor shall secure written authorization from the Railroad's Engineering Superintendent for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies or equipment will be stored within 15 feet of the centerline of any railroad track, measured at right angles thereto.

The Grantee, Licensee, Permittee and/or its Contractor will be required upon the completion of the work to remove from within the limits of the Railroad's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Superintendent of the Railroad Company or his authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on the Railroad for the quality or conduct of the work performed by the Grantee, Licensee, Permittee and/or it's Contractor hereunder. Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used, or method of operation shall not be construed to relieve the Grantee, Licensee, Permittee and/or its Contractor of any obligations pursuant hereto or under the Agreement these Special Provisions are appended to.

Accepted: _____

Print Name: _____

Illinois Central Railroad Company - Original

HIGH LOAD MULTI-ROTATIONAL BEARINGS
Effective: October 13, 1988 Revised: January 1, 2007

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

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

a) Pot Bearings. These bearings shall be manufactured so that the rotational capability is provided by an assembly having a rubber disc of proper thickness, confined in a manner so it behaves like a fluid. The disc shall be installed, with a snug fit, into a steel cylinder and confined by a tight fitting piston. The outside diameter of the piston shall be no more than 0.03 in. (750 microns) less than the inside diameter of the cylinder at the interface level of the piston and rubber disc. The sides of the piston shall be beveled. TFE sheets shall be attached to the top and bottom of the rubber disc to facilitate rotation of the rubber disc. Suitable brass sealing rings shall be provided to prevent any extrusion between piston and cylinder.

b) Shear Inhibited Disc Type Bearing. The Structural Element shall be restricted from shear by the pin and ring design and need not be completely confined as with the Pot Bearing design. The disc shall be a molded monolithic Polyether Urethane compound.

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

1) Fixed. These allow rotation in any direction but are fixed against translation.

2) Guided Expansion. These allow rotation in any direction but translation only in limited directions.

3) Non-Guided Expansion. These allow rotation and translation in any direction.

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

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

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

for the bearings to be furnished and a certification by the bearing manufacturer stating the bearing assemblies furnished conform to all the requirements shown on the plans and as herein specified. Submittals with insufficient test data and supporting certifications will be rejected.

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

(a) Elastomeric Materials. The rubber disc for Pot bearings shall be according to Article 1083.02(a) of the Standard Specifications.

(b) Polytetrafluoroethylene (TFE) Material. The TFE material shall be according to Article 1083.02(b) of the Standard Specifications.

(c) Stainless Steel Sheets: The stainless steel sheets shall be of the thickness specified and shall be according to ASTM A 240 (A 240M), Type 302 or 304. The sliding surface shall be polished to a bright mirror finish less than 20 micro-in. (510 nm) root mean square.

(d) Structural Steel. All structural steel used in the bearing assemblies shall be according to AASHTO M 270, Grade 50 (M 270M Grade 345), unless otherwise specified.

(e) Threaded studs. The threaded stud, when required, shall conform to the requirements of AASHTO M 164 (M 164M).

(f) Polyether Urethane for Disc bearings shall be according to one of the following requirements:

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

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

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

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

Structural steel bearing plates shall be fabricated according to Article 505.04(l) of the Standard Specifications. Prior to shipment the exposed edges and other exposed portions of the structural steel bearing plates shall be cleaned and painted according to Articles 506.03 and 506.04 of the Standard Specifications. Painting shall be with the paint specified for shop painting of structural steel. During cleaning and painting the stainless steel, TFE sheet and neoprene shall be protected from abrasion and paint.

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

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

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

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

Testing. Each HLMR bearing assembly shall be load tested to 150 percent of the rated capacity at a 2 percent slope by the manufacturer prior to shipment. The load of 150 percent of the rated capacity shall be maintained for at least 30 minutes. Any bearings showing failure of the sealing rings or other component parts after this load test shall be replaced. The Contractor shall furnish to the Department a notarized certification from the bearing manufacturer stating the

HLMR bearings have been load tested as specified. The Department reserves the right to perform the specified load test on one or more of the furnished bearings. If the tested bearing shows failure it shall be replaced and the remaining bearings shall be load tested for acceptance at the Contractor's expense.

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

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

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

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

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

Fabricated HLMR bearings and other materials complying with the requirements of this item, furnished and accepted, will be paid for at the contract unit price each for FURNISHING HLMR BEARINGS, FIXED, FURNISHING HLMR BEARINGS, GUIDED EXPANSION or FURNISHING HLMR BEARINGS, NON-GUIDED EXPANSION of the load rating specified.

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

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

JACK AND REMOVE EXISTING BEARINGS
Effective: April 20, 1994 Revised: January 1, 2007

Description: This work consists of furnishing all labor, tools and equipment for jacking and supporting the existing beams/slab while removing the bearing assembly. The Contractor is responsible for the complete design of the bridge lifting procedures and the materials used. The Contractor shall furnish and place all bracing, shoring, blocking, cribbing, temporary structural steel, timber, shims, wedges, hydraulic jacks, and any other materials and equipment necessary for safe and proper execution of the work. The Contractor shall remove and dispose of the bearings according to Article 501.05 of the Standard Specifications.

Construction Requirements: The Contractor shall submit details and calculations of his/her proposed jacking systems and temporary support procedures for approval by the Engineer before commencing work. At any time during the bridge raising operations, the Engineer may require the Contractor to provide additional supports or measures in order to furnish an added degree of safety. The Contractor shall provide such additional supports or measures at no additional cost to the Department. Neither added precautions nor the failure of the Engineer to order additional protection will in any way relieve the Contractor of sole responsibility for the safety of lives, equipment and structure.

(a) Jack and Remove Existing Bearings with bridge deck in place. Jacking and cribbing under and against the existing diaphragms, if applicable, will not be allowed. The Contractor's jacking plans and procedures shall be designed and sealed by an Illinois Licensed Structural Engineer.

In all cases, traffic shall be removed from the portion of the structure to be jacked prior to and during the entire time the load is being supported by the hydraulic pressure of the jack(s). The minimum jack capacity per beam shall be as noted in the plans. Whenever possible, traffic shall be kept off that portion of the structure during the entire bearing replacement operation. The shoring or cribbing supporting the beam(s) during bearing replacement shall be designed to support the dead load plus one half of the live load and impact shown in the plans. If traffic cannot be kept off that portion of the structure during the bearing replacement then the shoring or cribbing supporting the beam(s) shall be designed to support the dead load and full live load and impact shown in the plans.

No jacking shall be allowed during the period of placement and cure time required for any concrete placed in the span(s) contributing loads to the bearings to be jacked and removed.

Jacking shall be limited to 1/8 in. (4 mm) maximum when jacking one bearing at a time. Simultaneous jacking of all beams at one support may be performed provided the maximum lift is 1/4 in. (7 mm) and the maximum differential displacement between adjacent beams is 1/8 in. (4 mm). Suitable gauges for the measurement of superstructure movement shall be furnished and installed by the Contractor.

(b) Jack and Remove Existing Bearings when entire bridge deck is removed. Jacking and bearing removal shall be done after the removal of the existing bridge deck is complete. The Contractor’s plans and procedures for the proposed jacking and cribbing system shall be designed and sealed by an Illinois Licensed Structural Engineer, unless jacking can be accomplished directly from the bearing seat under the beams or girders.

Jacking shall be limited to 1/4 in. (7 mm) maximum when jacking one beam at a time. Simultaneous jacking of all beams at one support may be performed provided the maximum lift is 3/4 in. (19 mm) and the maximum differential displacement between adjacent beams is 1/4 in. (7 mm). When staged construction is utilized, simultaneous jacking of all beams shall be limited to 1/4 in. (7 mm) unless the diaphragms at the stage line are disconnected, in which case the maximum lift is 3/4 in. (19 mm). Suitable gauges for the measurement of superstructure movement shall be furnished and installed by the Contractor.

The Contractor shall be responsible for restoring to their original condition, prior to jacking, the drainage ditches, pavement, or slopewall disturbed by the cribbing footings.
Basis of Payment: This work will be paid for at the contract unit price each for JACK AND REMOVE EXISTING BEARINGS.

CLEANING AND PAINTING CONTACT SURFACE AREAS OF EXISTING STEEL STRUCTURES
Effective: June 30, 2003 Revised: January 1, 2007

Description. This work shall consist of the surface preparation and painting of existing steel structures in areas that will be in contact with new steel.

The existing steel at primary connections (faying surfaces) shall be prepared, and primed as specified herein prior to connecting new structural steel to the existing structure.

The existing steel at secondary connections shall be prepared, and if bare metal is exposed, primed as specified herein prior to connecting new structural steel to the existing structure.

General. The existing coatings shall be assumed to contain lead and may also contain other toxic metals. Any plans that may be furnished for the work, and any dimensions or other information given regarding a structure, are only for the purpose of assisting bidders in determining the type and location of steel to be cleaned and painted. It is the responsibility of the Contractor to verify this information and the accuracy of the information provided shall in no way affect the price bid for structural steel.

Materials. The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material must be tested and approved before use.

The paint materials shall meet the requirements of the following articles of the Standard Specification:

Item	Article
a) Organic Zinc Rich Primer (Note 1)	
b) Aluminum Epoxy Mastic	1008.03

Note 1: These material requirements shall be according to the Special Provision for the Organic Zinc-Rich Paint System.

Submittals:

a) Manufacturer's application instructions and product data sheets. Copies of the paint manufacturer's application instructions and product data sheets shall be furnished to the Engineer at the field site before steel cleaning begins.

b) Waste Management Plan. The Waste Management Plan shall address all aspects of waste handling, storage, testing, hauling and disposal. Include the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. Submit the name and qualifications of the laboratory proposed for Toxicity Characteristic Leaching Procedure (TCLP) analysis.

c) Quality Control (QC) Program. The QC Program shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings.

Construction Requirements. The Contractor shall perform first line, in process QC inspections. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The designated Quality Control inspector shall be onsite full time during any operations that affect the quality of the coating system (e.g., surface preparation, coating mixing and application, and evaluations between coats and upon completion of the work). The Contractor shall provide artificial lighting in areas where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot candles (325 LUX). Illumination for cleaning and priming, including the working platforms, access, and entryways shall be at least 20 foot candles (215 LUX).

The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the protective devices are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Painted surfaces damaged by any Contractor's operation shall be removed and repainted, as directed by the Engineer, at the Contractor's expense.

Weather Conditions. Surfaces to be primed after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture does not come in contact with surfaces cleaned prior to painting. Surfaces painted shall be protected until the coating is sufficiently cured to protect itself from damage.

Restrictions on ambient conditions shall be as per the coating manufacturer’s written specifications.

Surface Preparation: Prior to making connections or painting, all loose abrasives, paint, and residue shall be contained, collected, removed from the surface area and properly disposed of as specified later in this specification.

Painted surfaces of new steel damaged by abrasive blasting or by the Contractor's operations shall be repainted, as directed by the Engineer, at the Contractor's expense.

a) **Primary Connections.** Primary connections shall be defined as faying (contact) surfaces of high-strength bolted splices in main, load-carrying members, end diaphragms, end cross-frames, and other areas specifically noted in plans (such as cross-frame connections on curved girders, etc.). These will typically occur where existing splices are replaced or new splices are added.

The surfaces of existing steel in all areas that will be in direct contact with new steel shall be prepared according to SSPC-SP15, Commercial Grade Power Tool Cleaning using vacuum-shrouded power tools equipped with HEPA filtration. The surface preparation shall remove all rust, mill scale, and existing paint from the contact surface. At the Contractors option, vacuum blast cleaning according to SSPC-SP6, Commercial Blast Cleaning may be substituted for SSPC-SP15 at no additional cost to the Department. The surface profile for primary connection surfaces shall be 1.5 to 3.5 mils (38 to 90 microns).

b) **Secondary Connections.** Secondary connections shall be defined as all surface areas of existing members that will be in contact with new steel except as previously defined as primary connections.

These surfaces of existing steel in all areas that will be in direct contact with new steel shall be prepared according to SSPC-SP3, Power Tool Cleaning using vacuum-shrouded power tools equipped with HEPA filtration. The surface preparation shall remove all loose rust, loose mill scale, and loose, checked, alligatored and peeling paint from the contact surface. At the Contractors option, vacuum blast cleaning according to SSPC-SP6, Commercial Blast Cleaning or SSPC-SP15, Commercial Grade Power Tool Cleaning may be substituted for SSPC-SP3 at no additional cost to the Department. The surface profile for abrasive blast cleaning and Commercial Grade Power Tool Cleaning shall be 1.5 to 3.5 mils (38 to 90 microns).

Painting. The manufacturer's written instructions shall be followed for paint storage, mixing, thinning, application, ambient conditions, and drying times between coats. The surface shall be free of dirt, dust, and debris prior to the application of any coat. The coatings shall be applied as a continuous film of uniform thickness free of defects including, but not limited to, runs, sags, overspray, dryspray, pinholes, voids, skips, misses, and shadow-through. Defects such as runs and sags shall be brushed out immediately during application.

The Engineer will approve surface preparation prior to priming.

a) For Primary connections the surface of the prepared steel cleaned to bare metal shall be primed with an organic zinc rich primer between 3.5 and 5.0 mils (90 and 125 microns) dry film thickness.

b) For Secondary Connections the surface of the prepared steel cleaned to bare metal shall be painted with one coat of epoxy mastic between 5 and 7 mils (125 microns to 180 microns) in thickness. Areas not cleaned to bare metal need not be painted.

The primer shall cure according to the manufacturers instructions prior to connecting new structural steel to the existing structure.

The surrounding coating at each prepared location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating.

Collection, Temporary Storage, Transportation and Disposal of Waste. The Contractor and the Department are considered to be co-generators of the waste.

The Contractor is responsible for all aspects of waste collection, testing and identification, handling, storage, transportation, and disposal according to these specifications and all applicable Federal, State, and Local regulations. The Contractor shall provide for Engineer review and acceptance a Waste Management Plan that addresses all aspects of waste handling, storage, and testing, and provides the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. The Department will not perform any functions relating to the waste other than provide EPA identification numbers, provide the Contractor with the emergency response information, the emergency response telephone number required to be provided on the manifest, and to sign the waste manifest. The Engineer will obtain the identification numbers from the state and federal environmental protection agencies for the bridge(s) to be painted and furnish those to the Contractor.

All surface preparation/paint residues shall be collected daily and deposited in all-weather containers supplied by the Contractor as temporary storage. The storage area shall be secure to prevent unauthorized entry or tampering with the containers. Acceptable measures include storage within a fully enclosed (e.g., fenced in) and locked area, within a temporary building, or implementing other reasonable means to reduce the possibility of vandalism or exposure of the waste to the public or the environment (e.g., securing the lids or covers of waste containers and roll-off boxes). Waste shall not be stored outside of the containers. Waste shall be collected and transferred to bulk containers taking extra precautions as necessary to prevent the suspension of residues in air or contamination of surrounding surfaces. Precautions may include the transfer of the material within a tarpaulin enclosure. Transfer into roll-off boxes shall be planned to minimize the need for workers to enter the roll-off box.

No residues shall remain on uncontained surfaces overnight. Waste materials shall not be removed through floor drains or by throwing them over the side of the bridge. Flammable materials shall not be stored around or under any bridge structures.

The all-weather containers shall meet the requirements for the transportation of hazardous materials and as approved by the Department. Acceptable containers include covered roll-off boxes and 55-gallon drums (17H). The Contractor shall insure that no breaks and no deterioration of these containers occurs and shall maintain a written log of weekly inspections of the condition of the containers. A copy of the log shall be furnished to the Engineer upon request. The containers shall be kept closed and sealed from moisture except during the addition of waste. Each container shall be permanently identified with the date that waste was placed into the container, contract number, hazardous waste name and ID number, and other information required by the IEPA.

The Contractor shall have each waste stream sampled for each project and tested by TCLP and according to EPA and disposal company requirements. The Engineer shall be notified in advance when the samples will be collected. The samples shall be collected and shipped for testing within the first week of the project, with the results due back to the Engineer within 10 days. The costs of testing shall be considered included in this work. Copies of the test results shall be provided to the Engineer prior to shipping the waste.

The existing paint removed, together with the surface preparation media (e.g. abrasive) shall be handled as a hazardous waste, regardless of the TCLP results. The waste shall be transported by a licensed hazardous waste transporter, treated by an IEPA permitted treatment facility to a non-hazardous special waste and disposed of at an IEPA permitted disposal facility in Illinois.

The treatment/disposal facilities shall be approved by the Engineer, and shall hold an IEPA permit for waste disposal and waste stream authorization for this cleaning residue. The IEPA permit and waste stream authorization must be obtained prior to beginning cleaning, except that if necessary, limited paint removal will be permitted in order to obtain samples of the waste for the disposal facilities. The waste shall be shipped to the facility within 90 days of the first accumulation of the waste in the containers. When permitted by the Engineer, waste from multiple bridges in the same contract may be transported by the Contractor to a central waste storage location(s) approved by the Engineer in order to consolidate the material for pick up, and to minimize the storage of waste containers at multiple remote sites after demobilization. Arrangements for the final waste pickup shall be made with the waste hauler by the time blast cleaning operations are completed or as required to meet the 90 day limit stated above.

The Contractor shall submit a waste accumulation inventory table to the Engineer no later than the 5th day of the month. The table shall show the number and size of waste containers filled each day in the preceding month and the amount of waste shipped that month, including the dates of shipments.

The Contractor shall prepare a manifest supplied by the IEPA for off-site treatment and disposal before transporting the hazardous waste off-site. The Contractor shall prepare a land ban notification for the waste to be furnished to the disposal facility. The Contractor shall obtain the handwritten signature of the initial transporter and date of the acceptance of the manifest. The Contractor shall send one copy of the manifest to the IEPA within two working days of transporting the waste off-site. The Contractor shall furnish the generator copy of the manifest and a copy of the land ban notification to the Engineer. The Contractor shall give the transporter the remaining copies of the manifest.

All other project waste shall be removed from the site according to Federal, State and Local regulations, with all waste removed from the site prior to final Contractor demobilization.

The Contractor shall make arrangements to have other hazardous waste, which he/she generates, such as used paint solvent, transported to the Contractor's facility at the end of each day that this waste is generated. These hazardous wastes shall be manifested using the Contractor's own generator number to a treatment or disposal facility from the Contractor's facility. The Contractor shall not combine solvents or other wastes with cleaning residue wastes. All waste streams shall be stored in separate containers.

The Contractor is responsible for the payment of any fines and undertaking any clean up activities mandated by State or federal environmental agencies for improper waste handling, storage, transportation, or disposal.

Contractor personnel shall be trained in the proper handling of hazardous waste, and the necessary notification and clean up requirements in the event of a spill. The Contractor shall maintain a copy of the personnel training records at each bridge site.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

Basis of Payment: This work will be considered included in the cost of "Furnishing and Erecting Structural Steel", "Erecting Structural Steel", or "Structural Steel Repair", as applicable, according to the Standard Specifications, unless otherwise specified on the plans.

CLEANING AND PAINTING NEW METAL STRUCTURES

Effective Date: September 13, 1994 Revised Date: January 1, 2007

Description. The material and construction requirements that apply to cleaning and painting new structural steel shall be according to the applicable portion of Sections 506 of the Standard Specifications except as modified herein. The three coat paint system shall be the system as specified on the plans and as defined herein.

Materials. All materials to be used on an individual structure shall be produced by the same manufacturer. The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material must be tested and approved by that bureau before use.

The paint materials shall meet the requirements of the following articles of the Standard Specification:

Item	Article
(a) Inorganic Zinc-Rich Primer	1008.02
(b) Waterborne Acrylic	1008.04
(c) Aluminum Epoxy Mastic	1008.03
(d) Organic Zinc-Rich Primer (Note 1)	
(e) Epoxy Intermediate (Note 1)	
(f) Aliphatic Urethane (Note 1)	

Note 1: These material requirements shall be according to the Special Provision for the Organic Zinc-Rich Paint System.

Submittals. At least 30 days prior to beginning field painting, the Contractor shall submit for the Engineer's review and acceptance, the following applicable plans, certifications and information for completing the field work. Field painting can not proceed until the submittals are accepted by the Engineer. Qualifications, certifications and QC plans for shop cleaning and painting shall be available for review by the QA Inspector.

a) Contractor/Personnel Qualifications. Except for miscellaneous steel items such as bearings, side retainers, expansion joint devices, and other items allowed by the Engineer, or unless stated otherwise in the contract, the shop painting Contractors shall be certified to perform the work as follows: the shop painting Contractor shall possess AISC Sophisticated Paint Endorsement or SSPC-QP3 certification. Evidence of current qualifications shall be provided.

Personnel managing the shop and field Quality Control program(s) for this work shall possess a minimum classification as a National Association of Corrosion Engineers (NACE) Coating Inspector Technician, or shall provide evidence of successful inspection of 3 projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and/or experience shall be provided.

The personnel performing the QC tests for this work shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided.

b) Quality Control (QC) Program. The shop and field QC Programs shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The field program shall incorporate the IDOT Quality Control Daily Report form, as supplied by the Engineer.

c) Field Cleaning and Painting Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.

d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for solvent cleaning, abrasive blast cleaning, washing, and power tool cleaning. The plan shall include the manufacturer's names of the materials that will be used, including Product Data Sheets and Material Safety Data Sheets (MSDS).

A letter or written instructions from the coating manufacturer shall be included, indicating the required drying time for each coat at the minimum, normal, and maximum application temperatures before the coating can be exposed to temperatures or moisture conditions that are outside of the published application parameters.

Field Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections of each phase of the work. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The Contractor shall use the IDOT Quality Control Daily Report form supplied by the Engineer to record the results of quality control tests. The completed reports shall be turned into the Engineer before work resumes the following day.

The Contractor shall have available at the shop or on the field site, all of the necessary inspection and testing equipment. The equipment shall be available for the Engineer's use when requested.

Field Quality Assurance (QA) Observations. The Engineer will conduct QA observations of any or all phases of the work. The Engineer's observations in no way relieve the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

The Engineer will issue a Non-Conformance Report when cleaning and painting work is found to be in violation of the specification requirements, and is not corrected to bring it into compliance before proceeding with the next phase of work.

Inspection Access and Lighting. The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.
Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
Simple catenary supports are permitted only if independent life lines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access, and entryways shall be at least 20 foot candles (215 LUX).

Construction Requirements. The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the protective devices are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Painted surfaces damaged by any Contractor's operation shall be removed and repainted, as directed by the Engineer, at the Contractor's expense.

The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for approval prior to starting the work. Approval shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

Surface and Weather Conditions. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture does not come in contact with surfaces cleaned or painted that day.

The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The paint manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.

The Contractor shall monitor temperature, dew point, and humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. The Engineer has the right to reject any work that was performed under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

Seasonal Restrictions on Field Cleaning and Painting. Field cleaning and painting work shall be accomplished between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

Inorganic Zinc-rich/ Waterborne Acrylic Paint system. This system shall be for shop and field application of the coating system, shop application of the intermediate and top coats will not be allowed.

In the shop, all structural steel designated to be painted shall be given one coat of inorganic zinc rich primer. In the field, before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat and one full topcoat of waterborne acrylic paint.

a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
   Zinc Primer: 3 mils (75 microns) min., 6 mils (150 microns) max.
   Epoxy Mastic: 5 mils (125 microns) min., 7 mils (180 microns) max.
   Intermediate Coat: 2 mils (50 microns) min., 4 mils (100 microns) max.
   Topcoat: 2 mils (50 microns) min., 4 mils (100 microns) max.

   The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 7 and 14 mils (180 and 355 microns).

c) The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.

d) Damage to the paint system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic intermediate and topcoat shall be spot applied to the mastic with at least a 6 inch (150 mm) overlap onto the existing topcoat.

Organic Zinc-Rich/ Epoxy/ Urethane Paint System. This system shall be for full shop application of the coating system, all contact surfaces shall be masked off prior to application of the intermediate and top coats.

Additional Surface Preparation. In addition to the requirements of Section 3.2.9 of the AASHTO/AWS D1.5/D1.5:2002 Bridge Welding Code (breaking thermal cut corners of stress carrying members), rolled and thermal cut corners to be painted with organic zinc primer shall be broken if they are sharper than a 1/16 in. (1.5 mm) radius. Corners shall be broken by a single pass of a grinder or other suitable device at a 45 degree angle to each adjoining surface prior to final blast cleaning, so the resulting corner approximates a 1/16 in. (1.5 mm) or larger radius after blasting. Surface anomalies (burrs, fins, deformations) shall also be treated to meet this criteria before priming.

In the shop, all structural steel designated to be painted shall be given one coat of organic zinc rich primer. Before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to “Low Pressure Water Cleaning” of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3, and the structural steel shall then receive one full intermediate coat of epoxy and one full topcoat of aliphatic urethane.

(a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

(b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
Organic Zinc-Rich Primer: 3 mils (75 microns) min., 5 mils (125 microns) max.
Aluminum Epoxy Mastic: 5 mils (125 microns) min., 7 mils (180 microns) max.
Epoxy Intermediate Coat: 3 mils (75 microns) min., 6 mils (150 microns) max.
Aliphatic Urethane Top Coat: 2.5 mils (65 microns) min., 4 mils (100 microns) max.

(c) The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 8.5 and 15 mils (215 and 375 microns).

(d) When specified on the plans or as requested by the Contractor, and approved by the Engineer, the epoxy intermediate and aliphatic urethane top coats shall be applied in the shop. All faying surfaces of field connections shall be masked off after priming

and shall not receive the intermediate or top coats in the shop. The intermediate and top coats for field connections shall be applied, in the field, after erection of the structural steel is completed. The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.

(e) Erection and handling damage to the shop applied system shall be spot cleaned using SSPC-SP3. The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating. The existing coating in the feathered area shall be roughened to insure proper adhesion of the repair coats. The areas cleaned to bare metal shall be spot painted with aluminum epoxy mastic. The intermediate and finish coat shall be spot applied to with at least a 6 inch (150 mm) overlap onto the existing finish coat.

Aluminum Epoxy Mastic/ Waterborne Acrylic Paint system. This system shall be for shop or field application of the entire coating system.

Before priming with aluminum epoxy mastic the steel the surfaces to be primed shall be prepared according to SSPC SP6 for Commercial Blast Cleaning. In the field, before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to “Low Pressure Water Cleaning” of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat of aluminum epoxy mastic and one full topcoat of waterborne acrylic paint.

d) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

e) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
Epoxy Mastic Primer: 5 mils (125 microns) min., 7 mils (180 microns) max.
Epoxy Mastic Intermediate Coat: 5 mils (125 microns) min., 7 mils (180 microns) max.
Acrylic Topcoat: 2 mils (50 microns) min., 4 mils (100 microns) max.

The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 12 and 18 mils (300 and 460 microns).

f) The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.

d) Damage to the paint system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic topcoat shall be spot applied to the mastic with at least a 6 inch (150 mm) overlap onto the existing topcoat.

The paint manufacturer's product data sheets shall be available for QA review in the shop and submitted to the Engineer prior to start of field work and the requirements as outlined in the data sheets shall be followed.

Special Instructions.

Painting Date/System Code. At the completion of the work, the Contractor shall stencil in contrasting color paint the date of painting the bridge, the painting Contractors name, and the paint type code from the Structure Information and Procedure Manual for the system used. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the painting Contractor)" and shall show the month and year in which the painting was completed, followed by “CODE S” for the Inorganic Zinc/ Acrylic System, “CODE X” for the Organic Zinc/ Epoxy/ Urethane System, “CODE AB” for the Organic Zinc/ Epoxy/ Urethane System (shop applied), and “CODE U” for the Aluminum Epoxy Mastic/ Acrylic System all stenciled on successive lines. This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near both ends of the bridge facing traffic, or at some equally visible surface designated by the Engineer.

Method of Measurement. Shop cleaning and painting new structures will not be measured for payment. Field cleaning and painting will not be measured for payment except when performed under a contract that contains a separate pay item for this work.

Basis of Payment. This work will be paid for according to Article 506.07.

STRUCTURAL REPAIR OF CONCRETE
Effective: March 15, 2006 Revised: April 2, 2008

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. (125175 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, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

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 cement and finely divided minerals shall be 6.05 cwt/cu. yd. (360 kg/cu. m) to 7.50 cwt/cu. yd. (445 kg/cu. m), and the cement shall not be below 4.70 cwt/cu. yd. (279 kg/cu. m).

Class F fly ash is optional and the maximum shall be 15 percent by weight (mass) of cement.

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

Ground granulated blast-furnace slag is optional and the maximum shall be 25 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 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. 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 ± 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 vibration 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 package 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.

The shotcrete shall not be applied when the air temperature is below 45°F (7°C) and falling or below 40°F (4°C). 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.

Cotton mats shall be applied, according to Article 1020.13(a)(5), to the exposed layer of shotcrete within 10 minutes after finishing, and wet curing shall begin immediately. As an alternative, Type I curing compound shall be applied within 10 minutes and moist curing with cotton mats shall begin within 3 hours.

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 crew foreman shall have current American Concrete Institute (ACI) nozzlemen certification for vertical wet and overhead wet applications. A copy of the certificate 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 there is no pay item for temporary shoring or cribbing, the work to design, install, and remove the temporary shoring and cribbing will be paid for according to Article 109.04.

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

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:

Weighted Expansion Value = (a/100 x A) + (b/100 x B) + (c/100 x C) + …

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 ($Na_2O + 0.658K_2O$) 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 ($Na_2O + 0.658K_2O$) of 0.45 percent. When aggregate in Group II or lll 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 ($Na_2O + 0.658K_2O$), 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 ($Na_2O + 0.658K_2O$) 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 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.

CEMENT (BDE)
Effective: January 1, 2007 Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

"**SECTION 1001. CEMENT**

1001.01 Cement Types. Cement shall be according to the following.

(a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement and the total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302 and Class C fly ash according to the chemical requirements of AASHTO M 295.

(b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP or I(PM) may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland-pozzolan cements shall not be used in concrete mixtures when the air temperature is below 40 ºF (4 ºC) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

(c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland blast-furnace slag cements shall not be used in concrete mixtures when the air temperature is below 40 ºF (4 ºC) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

(d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

(1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.

(2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.

(3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

(4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

(5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 ºF (23 ºC).

(e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_3), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)
Effective: September 1, 2000 Revised: January 1, 2007

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

> The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **4.0%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

(a) The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or

(b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

BIDDING PROCEDURES. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

(b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

(c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:

(1) The name and address of each DBE to be used;

(2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;

(3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

(4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and

(5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).

(d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

(a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.

(b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

(c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.

(d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.

(e) DBE as a material supplier:

(1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.

(2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.

(3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

(5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

(7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a

statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

(c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

(a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

(b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

(c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.

(d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

(e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

EQUIPMENT RENTAL RATES (BDE)
Effective: August 2, 2007 Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

"Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4)."

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

"(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

ORGANIC ZINC-RICH PAINT SYSTEM (BDE)
Effective: November 1, 2001 Revised: January 1, 2008

Add the following to Section 1008 of the Standard Specifications:

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

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

(a) General Requirements.

(1) Compatibility. Each coating in the system shall be supplied by the same paint manufacturer.

(2) Toxicity. Each coating shall contain less than 0.01 percent lead in the dry film and no more than trace amounts of hexavalent chromium, cadmium, mercury or other toxic heavy metals.

(3) Volatile Organics. The volatile organic compounds of each coating shall not exceed 3.5 lb/gal (420 g/L) as applied.

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

(c) Zinc-Rich Primer Requirements.

(1) Generic Type. This material shall be an organic zinc-rich epoxy or urethane primer. It shall be suitable for topcoating with epoxies, urethanes, and acrylics.

(2) Zinc Dust. The zinc dust pigment shall comply with ASTM D 520, Type II.

(3) Slip Coefficient. The organic zinc coating shall meet a Class B AASHTO slip coefficient (0.50 or greater) for structural steel joints using ASTM A 325 (A 325M) or A 490 (A 490M) bolts.

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

(5) Unit Weight. The unit weight of the mixed material shall be within 0.4 lb/gal (48 kg/cu m) of the original qualification sample unit weight when tested according to ASTM D 1475.

(6) Percent Solids by Weight of Mixed Primer. The percent solids by weight for the mixed material shall be a minimum of 70 percent and shall not vary more than ±2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.

(7) Percent Solids by Weight of Vehicle Component. The percent solids by weight of the vehicle component shall not vary more than ±2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.

(8) Viscosity. The viscosity of the mixed material shall not vary more than ±10 Krebs Units from the original qualification sample viscosity when tested according to ASTM D 562 at 77 ºF (25 ºC).

(9) Dry Set to Touch. The mixed material when applied at 6 mils (150 microns) wet film thickness shall have a dry set to touch of 30 minutes or less when tested according to ASTM D 1640 at 77°ºF (25 ºC).

(10) Pot Life. After sitting eight hours at 77°ºF (25 ºC), the mixed material shall not show curdling, gelling, gassing, or hard caking.

(d) Intermediate Coat Requirements.

(1) Generic Type. This material shall be an epoxy or urethane. It shall be suitable as an intermediate coat over inorganic and organic zinc primers and compatible with acrylic, epoxy, and polyurethane topcoats.

(2) Color. The color of the intermediate coat shall be white, off-white, or beige.

(3) Unit Weight. The unit weight of the mixed material and the unit weight of the individual components shall be within 0.20 lb/gal (24 kg/cu m) of the original qualification sample unit weights when tested according to ASTM D 1475.

(4) Percent Solids by Weight. The percent solids by weight for the mixed material shall not vary more than ±2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.

(5) Dry Time. The mixed material shall be dry to touch in two hours and dry hard in eight hours when applied at 10 mils (255 microns) wet film thickness and tested according to ASTM D 1640.

(6) Viscosity. The viscosity of the mixed material shall not vary more than ±10 Krebs Units from the original qualification samples when tested according to ASTM D 562 at 77 ºF (25 ºC).

(7) Pot Life. After sitting two hours at 77°ºF (25 ºC), the mixed material shall not show curdling, gelling, gassing, or hard caking.

(e) Urethane Finish Coat Requirements.

(1) Generic Type. This material shall be an aliphatic urethane. It shall be suitable as a topcoat over epoxies and urethanes.

(2) Color and Hiding Power. The finish coat shall match Munsell Glossy Color 7.5G 4/8 Interstate Green, 2.5YR 3/4 Reddish Brown, 10B 3/6 Blue, or 5B 7/1 Gray. The color difference shall not exceed 3.0 Hunter Delta E Units. Color difference shall be measured by instrumental comparison of the designated Munsell standard to a minimum dry film thickness of 3 mils (75 microns) of sample coating produced on a test panel according to ASTM D 823, Practice E, Hand–Held, Blade Film Application. Color measurements shall be determined on a spectrophotometer with 45 degrees circumferential/zero degrees geometry, illuminant C, and two degrees observer angle. The spectrophotometer shall measure the visible spectrum from 380-720 nanometers with a wavelength interval and spectral bandpass of 10 nanometers.

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

(4) Weathering Resistance. Test panels shall be aluminum alloy measuring 12 x 4 in. (300 x 100 mm) prepared according to ASTM D 1730 Type A, Method 1 Solvent Cleaning. A minimum dry film thickness of 3 mils (75 microns) of finish coat shall be applied to three test panels according to ASTM D 823, Practice E, Hand Held Blade Film Application. The coated panels shall be cured at least 14 days at 75 °F ± 2 °F (24 °C ± 1 °C) and 50 ± 5 percent relative humidity. The panels shall be subjected to 300 hours of accelerated weathering using the light and water exposure apparatus (fluorescent UV - condensation type) as specified in ASTM G 53-96 and ASTM G 154 (equipped with UVB-313 lamps). The cycle shall consist of eight hours UV exposure at 140 °F (60 °C) followed by four hours of condensation at 104 °F (40 °C). After exposure, rinse the panel with clean water; allow to dry at room temperature for one hour. The exposed panels shall not show a color change of more than 3 Hunter Delta E Units.

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

(f) Three Coat System Requirements.

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

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

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

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

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

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

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

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

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

PAYMENTS TO SUBCONTRACTORS (BDE)
Effective: June 1, 2000 Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

ELECTRONIC SUBMISSION OF PAYROLL RECORDS
Effective: November 2, 2007

In addition to the hard copy submittal of payroll records required elsewhere in this contract, the Contractor and each subcontractor shall submit payroll records electronically to the Department each week from the start to the completion of their respective work. The electronic submittals shall be made using LCPtracker™ software. The software is web-based and can be accessed via the following website: http://www.lcptracker.com/.

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)
Effective: April 1, 2007

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40"

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

REINFORCEMENT BARS (BDE)
Effective: November 1, 2005 Revised: January 2, 2008

Revise Article 1006.10(a) of the Standard Specifications to read:

" (a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and/or Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.

b. For bars without a well-defined yield point, including bars straightened from coils, the yield strength shall be determined by taking the corresponding load at 0.005 strain as measured by an extensometer (0.5% elongation under load) and dividing it by the nominal cross-sectional area of the bar.

c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 - 6 (10 - 19), the elongation after rupture shall be at least 9%.

d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.

e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.

f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.

(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.

a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.

b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).

c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)
Effective: November 1, 2005 Revised: January 1, 2007

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

Usage. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS, DS, and SI concrete.

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

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply, except as follows:

(a) The cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.

(b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.

(c) The slump requirements shall not apply.

(d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.

(e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.

(f) The visual stability index shall be a maximum of 1.

(g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.

(h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.

(i) The column segregation index shall be a maximum 15 percent.

(j) The hardened visual stability index shall be a maximum of 1.

Test Methods. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

Trial Batch. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 1.0 in. (25 mm) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall consider the fluid nature of the concrete for designing the falsework and forms. Forms shall be tight to prevent leakage of fluid concrete.

Placing and Consolidating. Concrete placement and consolidation shall be according to Article 503.07 of the Standard Specifications, except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

"Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted."

Delete the seventh, eighth, ninth, and tenth paragraphs of Article 503.07 of the Standard Specifications.

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

"Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer."

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

Quality Control by Contractor at Jobsite. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and

every 300 cu yd (230 cu m) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

Quality Assurance by Engineer at Plant. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 1.5 in. (40 mm) for slump flow and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 1.5 in. (40 mm) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

STEEL INSERTS AND BRACKETS CAST INTO CONCRETE (BDE)
Effective: April 1, 2008

Add the following to Article 503.02 of the Standard Specifications:

"(g) Steel Inserts and Brackets Cast Into Concrete .....1006.13"

Add the following to Article 504.02 of the Standard Specifications:

"(j) Steel Inserts and Brackets Cast Into Concrete .....1006.13"

Revise Article 1006.13 of the Standard Specifications to read:

"**1006.13 Steel Inserts and Brackets Cast Into Concrete.** Steel inserts and brackets cast into concrete shall be galvanized according to AASHTO M 232 or AASHTO M 111.

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)
Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

TEMPORARY EROSION CONTROL (BDE)
Effective: November 1, 2002 Revised: January 1, 2008

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

TRAINING SPECIAL PROVISIONS

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

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **6**. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

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

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

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

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

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)
Effective: April 2, 2004 Revised: April 1, 2007

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

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

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

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

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

(a) Evidence that increased or decreased steel costs have been passed on to the Contractor.

(b) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.

(c) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

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

$SCA = Q \times D$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in lb (kg)
D = price factor, in dollars per lb (kg)

$D = CBP_M - CBP_L$

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

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

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

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

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

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

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

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

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

Attachment

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

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

Contract No.: _____

Company Name:_____

Contractor's Option:

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

Yes ☐ No ☐

Signature: _____ **Date:** _____

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR
COOK COUNTY
EFFECTIVE MAY 2008

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.

Cook County Prevailing Wage for May 2008

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		26.180	27.930	1.5	1.5	2.0	8.760	6.410	0.000	0.310
BOILERMAKER		BLD		39.450	43.000	2.0	2.0	2.0	6.720	8.490	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		37.400	39.150	1.5	1.5	2.0	8.760	10.11	0.000	0.310
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		37.350	39.600	2.0	2.0	2.0	7.750	12.09	0.000	0.500
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	8.840	5.560	0.000	0.980
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	3	30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150

TRUCK DRIVER	E	ALL	4	30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	W	ALL	1	30.950	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	2	31.100	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	3	31.300	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	4	31.500	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TUCKPOINTER		BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

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

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. 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 such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

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

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in

tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all mateiral that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and experiors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior

and experior which sare installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall,
slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

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 618/993-7271 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.