

# **BID PROPOSAL INSTRUCTIONS**

**ABOUT IDOT PROPOSALS:** All proposals are potential bidding proposals. Each proposal contains all certifications and affidavits, a proposal signature sheet and a proposal bid bond.

## **PREQUALIFICATION**

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

## **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.

## **REQUESTS FOR AUTHORIZATION TO BID**

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

## **WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?**

When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status"(BDE 124) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction and the Chief Procurement Officer that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial.

## **ABOUT AUTHORIZATION TO BID**

Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the Department as to the status. 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 bidder'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 or revision will be included with the Electronic Plans and Proposals. 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 service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index#TransportationBulletin> before submitting final bid information.

***IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.***

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

Technical questions about downloading these files may be directed to Tim Garman at (217)524-1642 or [Timothy.Garman@illinois.gov](mailto:Timothy.Garman@illinois.gov).

## **STANDARD GUIDELINES FOR SUBMITTING BIDS**

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your submitted bid. It has the item number in large bold type in the upper left-hand corner and lines provided for your company name and address in the upper right-hand corner.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner. Make sure all elements of your bid are stapled together including the bid bond or guaranty check (if required).
- **Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.**
- Do not include the Subcontractor Documentation with your bid (pages i – iii and pages a – g). This documentation is required only if you are awarded the project.
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit your Substance Abuse Prevention Program (SAPP) with your bid. If you are awarded the contract this form is to be submitted to the district engineer at the pre-construction conference.

## **BID SUBMITTAL CHECKLIST**

- Cover page** (the sheet that has the item number on it) – This should be the first page of your bid proposal, **followed by your bid (the Schedule of Prices/Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package.
- Page 4 (Item 9)** – Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.
- After page 4** – Insert the following documents: Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don’t know where it goes, put it after page 4.
- Page 10 (Paragraph J)** – Check “YES” or “NO” whether your company has any business in Iran.
- Page 10 (Paragraph K)** – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.
- Page 11 (Paragraph L)** – A copy of your State Board of Elections certificate of registration is no longer required with your bid.
- Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.
- Page 12 (Paragraph C)** – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.
- Pages 14-17 (Form A)** – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. **Do not staple the forms together.** If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.
- Page 18 (Form B)** - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.
- Page 20 (Workforce Projection)** – Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.

**Proposal Bid Bond** – (Insert after the proposal signature page) Submit your proposal Proposal Bid Bond (if applicable) using the current Proposal Bid Bond form provided in the proposal package. The Power of Attorney page should be stapled to the Proposal Bid Bond. If you are using an electronic bond, include your bid bond number on the Proposal Bid Bond and attach the Proof of Insurance printed from the Surety’s Web Site.

**Disadvantaged Business Utilization Plan and/or Good Faith Effort** – The last items in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation of a Good Faith Effort, it is to follow the SBE Forms.

**The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site.** A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM. The actual reading of the bids does not begin until approximately 10:30 AM.

Following the Letting, the As-Read Tabulation of Bids will be posted by the end of the day. You will find the link on the main Web page for the current letting.

**QUESTIONS: pre-letting up to execution of the contract**

Contractor pre-qualification .....	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE) .....	217-785-4611
Contracts, Bids, Letting process or Internet downloads .....	217-782-7806
Estimates Unit.....	217-785-3483
Aeronautics.....	217-785-8515
IDNR (Land Reclamation, Water Resources, Natural Resources).....	217-782-6302

**QUESTIONS: following contract execution**

Subcontractor documentation, payments .....	217-782-3413
Railroad Insurance .....	217-785-0275

RETURN WITH BID

75

Proposal Submitted By
Name
Address
City

Letting November 6, 2015

**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.

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**

# Notice to Bidders, Specifications, Proposal, Contract and Contract Bond



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 60W75  
COOK County  
Section 2013-037B-R  
Route FAP 372/373  
Project ACNHPP-000V(034)  
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included
- An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_

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

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

**Contract No. 60W75  
COOK County  
Section 2013-037B-R  
Project ACNHPP-000V(034)  
Route FAP 372/373  
District 1 Construction Funds**

**This project consists of bridge rehabilitation, widening, ramp modifications, and the replacement of signs and high mast light towers through the IL 171 & I-55 interchange within the villages of McCook, Lyons and Summit.**

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 will govern performance and payments.

**RETURN WITH BID**

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

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

Bank cashier's checks or properly certified checks accompanying bid proposals will be made payable to the Treasurer, State of Illinois.

If a combination bid is submitted, the proposal guaranties which accompany the individual bid 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 will fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty will 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 will become void or the proposal guaranty check will 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 bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the guaranty check is placed in another bid proposal, state below where it may be found.

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

Item \_\_\_\_\_

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

County \_\_\_\_\_

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

**RETURN WITH BID**

6. **COMBINATION BIDS.** The undersigned bidder 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 contract 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 will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.
9. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.
10. **The services of a subcontractor will be used.**

Check box Yes   
 Check box No

For known subcontractors with subcontracts with an annual value of more than \$50,000, the contract shall include their name, address, general type of work to be performed, and the dollar allocation for each subcontractor.  
 (30 ILCS 500/20-120)

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER -

60W75

State Job # - C-91-368-13

County Name - COOK- -

Code - 31 - -

District - 1 - -

Section Number - 2013-037B-R

Project Number  
 ACNHPP-00V0/34 /

Route  
 FAP 372  
 FAP 373

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
K1005863	TREE ROOT PRUNING	EACH	15.000				
X0322433	LT TOWER SERVICE PAD	EACH	16.000				
X0322434	LT TOWER SERV PAD SPL	EACH	23.000				
X0322936	REMOV EX FLAR END SEC	EACH	4.000				
X0323586	PIPE DRAIN REMOVAL	FOOT	231.000				
X0323710	REMOV COND ATT TO STR	FOOT	12,022.000				
X0326232	FENDER SYSTEM	L SUM	1.000				
X0326796	CLEAN TROUGH	EACH	1.000				
X0326797	REATT GRDRL TO STRUC	EACH	2.000				
X0326865	POST MT FL BEACON INS	EACH	4.000				
X2501800	SEEDING CL 4 MOD	ACRE	3.000				
X5537800	SS CLEANED 12	FOOT	180.000				
X5538000	SS CLEANED 18	FOOT	219.000				
X5860110	GRANULAR BACKFILL STR	CU YD	669.000				
X6431120	REM IMP ATTEN SM	EACH	1.000				

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 FAP 373

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X6700410	ENGR FLD OFF A SPL	CAL MO	13.000				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
X7011015	TR C-PROT EXPRESSWAYS	L SUM	1.000				
X7030030	WET REF TEM TAPE T3 4	FOOT	31,302.000				
X7030040	WET REF TEM TAPE T3 6	FOOT	457.000				
X7030045	WET REF TEM TAPE T3 8	FOOT	1,138.000				
X7030050	WET REF TEM TPE T3 12	FOOT	344.000				
X7040125	PIN TEMP CONC BARRIER	EACH	201.000				
X7310110	BASE TEL SIN SUPP SP	EACH	3.000				
X8251388	LT CT BM 480V200D RS	EACH	2.000				
X8260110	NAVIGATION LT SYSTEM	L SUM	1.000				
X8420502	REM LT TOWER NO SALV	EACH	41.000				
X8420510	REM TOWER FDN	EACH	45.000				
Z0000300	ADJ ROCKER & SOLE PLT	EACH	8.000				
Z0001899	JACK & REM EX BEARING	EACH	7.000				

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 FAP 373

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Z0001903	STRUCT STEEL REMOV	POUND	68,200.000				
Z0001905	STRUCT STEEL REPAIR	POUND	71,840.000				
Z0004552	APPROACH SLAB REM	SQ YD	887.000				
Z0007101	C&D LEAD PT CL RS N1	L SUM	1.000				
Z0007102	C&D LEAD PT CL RS N2	L SUM	1.000				
Z0007103	C&D LEAD PT CL RS N3	L SUM	1.000				
Z0007104	C&D LEAD PT CL RS N4	L SUM	1.000				
Z0007105	C&D LEAD PT CL RS N5	L SUM	1.000				
Z0010400	CLEANING BRIDGE SEATS	SQ FT	5,238.000				
Z0012754	STR REP CON DP = < 5	SQ FT	2,912.000				
Z0012755	STR REP CON DP OVER 5	SQ FT	591.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
Z0016001	DECK SLAB REP (FD-T1)	SQ YD	29.300				
Z0016002	DECK SLAB REP (FD-T2)	SQ YD	54.400				
Z0016200	DECK SLAB REP (PART)	SQ YD	32.400				

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Z0018002	DRAINAGE SCUPPR DS-11	EACH	22.000				
Z0018010	DRAINAGE SCUPPR DS-33	EACH	3.000				
Z0018500	DRAINAGE STR CLEANED	EACH	6.000				
Z0018700	DRAINAGE STR REMOVED	EACH	5.000				
Z0018800	DRAINAGE SYSTEM	L SUM	1.000				
Z0030850	TEMP INFO SIGNING	SQ FT	85.000				
Z0033020	LUM SFTY CABLE ASMBLY	EACH	39.000				
Z0033028	MAINTAIN LIGHTING SYS	CAL MO	13.000				
Z0034806	MODULAR EXP JT-SW 6	FOOT	66.500				
Z0046304	P UNDR FOR STRUCT 4	FOOT	420.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
Z0064800	SELECTIVE CLEARING	UNIT	41.000				
Z0073002	TEMP SOIL RETEN SYSTM	SQ FT	2,542.000				
Z0073200	TEMP SHORING & CRIB	EACH	16.000				
Z0073400	TEMP SUPPORT SYSTEM	EACH	4.000				

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Z0073510	TEMP TR SIGNAL TIMING	EACH	23.000				
Z0076600	TRAINEES	HOUR	1,000.000		0.800		800.000
Z0076604	TRAINEES TPG	HOUR	1,000.000		15.000		15,000.000
20100110	TREE REMOV 6-15	UNIT	15.000				
20100210	TREE REMOV OVER 15	UNIT	5.000				
20101000	TEMPORARY FENCE	FOOT	915.000				
20101100	TREE TRUNK PROTECTION	EACH	15.000				
20101300	TREE PRUN 1-10	EACH	25.000				
20101350	TREE PRUN OVER 10	EACH	25.000				
20200100	EARTH EXCAVATION	CU YD	2,455.000				
20400800	FURNISHED EXCAVATION	CU YD	393.000				
21101505	TOPSOIL EXC & PLAC	CU YD	969.000				
21101625	TOPSOIL F & P 6	SQ YD	8,041.000				
25000314	SEEDING CL 4B	ACRE	0.500				
25000400	NITROGEN FERT NUTR	POUND	260.000				

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25000600	POTASSIUM FERT NUTR	POUND	260.000				
25000750	MOWING	ACRE	9.000				
25100630	EROSION CONTR BLANKET	SQ YD	13,989.000				
25200200	SUPPLE WATERING	UNIT	25.000				
28000250	TEMP EROS CONTR SEED	POUND	348.000				
28000305	TEMP DITCH CHECKS	FOOT	10,200.000				
28000315	AGG DITCH CHECKS	TON	44.000				
28000400	PERIMETER EROS BAR	FOOT	2,296.000				
28000510	INLET FILTERS	EACH	10.000				
28001100	TEMP EROS CONTR BLANK	SQ YD	6,663.000				
30300001	AGG SUBGRADE IMPROVE	CU YD	500.000				
30300112	AGG SUBGRADE IMPR 12	SQ YD	5,556.000				
31200500	STAB SUBBASE HMA 4	SQ YD	819.000				
35400500	PCC BASE CSE W 10	SQ YD	112.000				
35501332	HMA BASE CSE 12	SQ YD	532.000				

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40600275	BIT MATLS PR CT	POUND	15,135.000				
40600982	HMA SURF REM BUTT JT	SQ YD	80.000				
40601005	HMA REPL OVER PATCH	TON	286.000				
40603085	HMA BC IL-19.0 N70	TON	427.000				
40603240	P HMA BC IL19.0 N90	TON	999.000				
40603340	HMA SC "D" N70	TON	332.000				
40603595	P HMA SC "F" N90	TON	753.000				
42000501	PCC PVT 10 JOINTED	SQ YD	676.000				
42001420	BR APPR PVT CON (PCC)	SQ YD	318.000				
44000100	PAVEMENT REM	SQ YD	7,789.000				
44000165	HMA SURF REM 4	SQ YD	9,145.000				
44000400	GUTTER REM	FOOT	50.000				
44002216	HMA RM OV PATCH 4	SQ YD	1,278.000				
44004250	PAVED SHLD REMOVAL	SQ YD	1,907.000				
44201761	CL D PATCH T1 10	SQ YD	426.000				

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60W75

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County Name - COOK - -

Code - 31 - -

District - 1 - -

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
44201765	CL D PATCH T2 10	SQ YD	426.000				
44201769	CL D PATCH T3 10	SQ YD	213.000				
44201771	CL D PATCH T4 10	SQ YD	213.000				
48101620	AGGREGATE SHLDS B 10	SQ YD	3,472.000				
48203029	HMA SHOULDERS 8	SQ YD	3,712.000				
48203048	HMA SHOULDERS 12 3/4	SQ YD	40.000				
50102400	CONC REM	CU YD	167.700				
50104650	SLOPE WALL REMOV	SQ YD	1,304.000				
50104701	REM EX CONC DECK N1	EACH	1.000				
50104702	REM EX CONC DECK N2	EACH	1.000				
50104703	REM EX CONC DECK N3	EACH	1.000				
50104704	REM EX CONC DECK N4	EACH	1.000				
50104705	REM EX CONC DECK N5	EACH	1.000				
50105220	PIPE CULVERT REMOV	FOOT	1,608.000				
50157300	PROTECTIVE SHIELD	SQ YD	15,100.000				



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50200100	STRUCTURE EXCAVATION	CU YD	1,398.000				
50300100	FLOOR DRAINS	EACH	98.000				
50300225	CONC STRUCT	CU YD	628.500				
50300255	CONC SUP-STR	CU YD	5,496.900				
50300260	BR DECK GROOVING	SQ YD	15,938.000				
50300280	CONCRETE ENCASEMENT	CU YD	5.600				
50300300	PROTECTIVE COAT	SQ YD	27,526.000				
50500105	F & E STRUCT STEEL	L SUM	1.000				
50500405	F & E STRUCT STEEL	POUND	6,840.000				
50500505	STUD SHEAR CONNECTORS	EACH	42,012.000				
50800205	REINF BARS, EPOXY CTD	POUND	1,424,430.000				
50800515	BAR SPLICERS	EACH	195.000				
50800530	MECHANICAL SPLICERS	EACH	36.000				
51100100	SLOPE WALL 4	SQ YD	1,565.000				
51100300	SLOPE WALL 6	SQ YD	48.000				

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51201600	FUR STL PILE HP12X53	FOOT	1,127.000				
51201800	FUR STL PILE HP14X73	FOOT	281.000				
51202305	DRIVING PILES	FOOT	1,408.000				
51203600	TEST PILE ST HP12X53	EACH	9.000				
51203800	TEST PILE ST HP14X73	EACH	2.000				
51204650	PILE SHOES	EACH	46.000				
51500100	NAME PLATES	EACH	5.000				
51602000	PERMANENT CASING	FOOT	24.000				
51603000	DRILLED SHAFT IN SOIL	CU YD	45.200				
51604000	DRILLED SHAFT IN ROCK	CU YD	2.100				
52000020	PREF JOINT SEAL 1 3/4	FOOT	37.500				
52000030	PREF JOINT SEAL 2 1/2	FOOT	207.500				
52000050	PREF JOINT SEAL 4	FOOT	38.500				
52000110	PREF JT STRIP SEAL	FOOT	776.000				
52000212	FINGER PLT EXP JT 4	FOOT	73.500				

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52000600	FAB REINF ELAS TROUGH	FOOT	110.000				
52100010	ELAST BEARING ASSY T1	EACH	17.000				
52100020	ELAST BEARING ASSY T2	EACH	13.000				
52100510	ANCHOR BOLTS 3/4	EACH	64.000				
52100520	ANCHOR BOLTS 1	EACH	12.000				
54215547	MET END SEC 12	EACH	8.000				
58700300	CONCRETE SEALER	SQ FT	3,520.000				
59000200	EPOXY CRACK INJECTION	FOOT	903.000				
59100100	GEOCOMPOSITE WALL DR	SQ YD	246.000				
60100060	CONC HDWL FOR P DRAIN	EACH	1.000				
60105000	PIPE DRAINS CS/AA 12	FOOT	244.000				
60107700	PIPE UNDERDRAINS 6	FOOT	328.000				
60108200	PIPE UNDERDRAIN 6 SP	FOOT	20.000				
60500040	REMOV MANHOLES	EACH	2.000				
60500060	REMOV INLETS	EACH	5.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
60602500	CONC GUTTER TA	FOOT	50.000				
60900515	CONC THRUST BLOCKS	EACH	8.000				
61000225	TY F INLET BOX 610001	EACH	3.000				
61000335	TY G INLET BOX 610001	EACH	5.000				
63000001	SPBGR TY A 6FT POSTS	FOOT	5,070.500				
63100045	TRAF BAR TERM T2	EACH	8.000				
63100070	TRAF BAR TERM T5	EACH	1.000				
63100085	TRAF BAR TERM T6	EACH	13.000				
63100089	TRAF BAR TERM T6B	EACH	2.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	2.000				
63100169	TR BAR TRM T1 SPL FLR	EACH	6.000				
63200310	GUARDRAIL REMOV	FOOT	5,974.000				
63301210	REM RE-E SPBGR TY A	FOOT	250.000				
63302000	REM RE-E T B TERM T2	EACH	1.000				
63302720	REM RE-E T B TERM T6B	EACH	1.000				

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63500105	DELINEATORS	EACH	28.000				
63800920	MOD GLAR SCR SYS TEMP	FOOT	8,019.000				
64300450	IMP ATTEN NRD TL3	EACH	1.000				
66201120	CONC SHLD CURB	FOOT	67.000				
66900200	NON SPL WASTE DISPOSL	CU YD	930.000				
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000				
66900530	SOIL DISPOSAL ANALY	EACH	6.000				
67100100	MOBILIZATION	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	210.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	32.000				
70300100	SHORT TERM PAVT MKING	FOOT	3,312.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	11,765.000				
70400100	TEMP CONC BARRIER	FOOT	9,112.500				
70600250	IMP ATTN TEMP NRD TL3	EACH	1.000				
70600251	IMP ATTN TEMP NRN TL3	EACH	2.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
72000100	SIGN PANEL T1	SQ FT	373.000				
72000200	SIGN PANEL T2	SQ FT	403.000				
72000300	SIGN PANEL T3	SQ FT	1,097.000				
72400100	REMOV SIN PAN ASSY TA	EACH	10.000				
72400200	REMOV SIN PAN ASSY TB	EACH	16.000				
72400310	REMOV SIGN PANEL T1	SQ FT	164.000				
72400320	REMOV SIGN PANEL T2	SQ FT	231.000				
72400330	REMOV SIGN PANEL T3	SQ FT	1,007.000				
72700100	STR STL SIN SUP BA	POUND	595.000				
72800100	TELES STL SIN SUPPORT	FOOT	467.000				
73000100	WOOD SIN SUPPORT	FOOT	318.000				
73100100	BASE TEL STL SIN SUPP	EACH	1.000				
73300100	OVHD SIN STR-SPAN T1A	FOOT	156.000				
73302200	OSS CANT 3CA 2-6X7-0	FOOT	90.000				
73400100	CONC FOUNDATION	CU YD	2.000				

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73400200	DRILL SHAFT CONC FDN	CU YD	51.000				
73600100	REMOV OH SIN STR-SPAN	EACH	2.000				
73600200	REMOV OH SIN STR-CANT	EACH	2.000				
73700100	REM GR MT SIN SUPPORT	EACH	4.000				
73700200	REM CONC FDN-GR MT	EACH	4.000				
73700300	REM CONC FDN-OVHD	EACH	6.000				
78000100	THPL PVT MK LTR & SYM	SQ FT	498.000				
78000200	THPL PVT MK LINE 4	FOOT	27,744.000				
78000400	THPL PVT MK LINE 6	FOOT	1,525.000				
78000500	THPL PVT MK LINE 8	FOOT	6,727.000				
78000600	THPL PVT MK LINE 12	FOOT	3,586.000				
78000650	THPL PVT MK LINE 24	FOOT	220.000				
78008200	POLYUREA PM T1 LTR-SY	SQ FT	42.000				
78008210	POLYUREA PM T1 LN 4	FOOT	19,048.000				
78008230	POLYUREA PM T1 LN 6	FOOT	87.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
78008240	POLYUREA PM T1 LN 8	FOOT	5,502.000				
78008250	POLYUREA PM T1 LN 12	FOOT	903.000				
78100100	RAISED REFL PAVT MKR	EACH	489.000				
78100105	RAISED REF PVT MKR BR	EACH	303.000				
78100200	TEMP RAIS REF PVT MKR	EACH	12.000				
78200200	BIDIR PRIS BAR REFL	EACH	323.000				
78200410	GUARDRAIL MKR TYPE A	EACH	111.000				
78200530	BAR WALL MKR TYPE C	EACH	693.000				
78201000	TERMINAL MARKER - DA	EACH	8.000				
78300100	PAVT MARKING REMOVAL	SQ FT	6,445.000				
78300200	RAISED REF PVT MK REM	EACH	12.000				
80300100	LOCATE UNDERGR CABLE	FOOT	25,000.000				
80400100	ELECT SERV INSTALL	EACH	2.000				
80400200	ELECT UTIL SERV CONN	L SUM	1.000				
81028190	UNDRGRD C GALVS 1 1/2	FOOT	80.000				



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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
81028220	UNDRGRD C GALVS 3	FOOT	1,807.000				
81100320	CON AT ST 1 PVC GS	FOOT	145.000				
81100605	CON AT ST 2 PVC GALVS	FOOT	1,296.000				
81100705	CON AT ST 2.5 PVC GS	FOOT	170.000				
81200230	CON EMB STR 2 PVC	FOOT	3,331.000				
81300220	JUN BX SS AS 6X6X4	EACH	2.000				
81300550	JUN BX SS AS 12X12X6	EACH	17.000				
81300800	JUN BX SS AS 18X12X6	EACH	17.000				
81603081	UD 3#2#4GXLP USE 1.5 P	FOOT	30,082.000				
81603090	UD 3#4#6GXLP USE 1 1/4	FOOT	1,493.000				
81702110	EC C XLP USE 1C 10	FOOT	507.000				
81702130	EC C XLP USE 1C 6	FOOT	200.000				
81702140	EC C XLP USE 1C 4	FOOT	7,620.000				
81702150	EC C XLP USE 1C 2	FOOT	21,060.000				
81702220	EC C XLP USE 1C 350	FOOT	903.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
82102400	LUM SV HOR MT 400W	EACH	39.000				
82105600	LUM SV HM HOR MT 400W	EACH	206.000				
82107200	UNDERPAS LUM 100W HPS	EACH	2.000				
83050715	LT P A 47.5MH 6DA	EACH	18.000				
83050825	LT P A 47.5MH 15DA	EACH	21.000				
83504700	LT TOWER 120MH LM 12	EACH	39.000				
83600365	LP F M 15BC 10" X 8'	EACH	21.000				
83700350	LT TOWER FDN 54D	FOOT	662.000				
83800205	BKWY DEV TR B 15BC	EACH	21.000				
84100110	REM TEMP LIGHT UNIT	EACH	6.000				
84200600	REM LT U NO SALV	EACH	49.000				
84200804	REM POLE FDN	EACH	22.000				
84301200	REM NAV OBS WL SYSTEM	L SUM	1.000				
84500110	REMOV LIGHTING CONTR	EACH	2.000				
84500120	REMOV ELECT SERV INST	EACH	2.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
84500130	REMOV LTG CONTR FDN	EACH	2.000				
87301855	ELCBL C SERV 8 2C	FOOT	1,110.000				
87301900	ELCBL C EGRDC 6 1C	FOOT	110.000				
89000100	TEMP TR SIG INSTALL	EACH	2.000				
89502300	REM ELCBL FR CON	FOOT	12,556.000				
89502400	REM EX FB INSTAL COMP	EACH	3.000				

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

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

**C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

I acknowledge, understand and accept these terms and conditions.

#### **II. ASSURANCES**

The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

##### **A. Conflicts of Interest**

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 State 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 State 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 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

## RETURN WITH BID

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. Information concerning the exemption process is available from the Department upon request.

### **B. Negotiations**

Section 50-15. Negotiations.

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.

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

### **C. Inducements**

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 provide a submission to a vendor portal or 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, not making a submission to a vendor portal, or who withholds a bid or submission to a vendor portal in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

### **D. Revolving Door Prohibition**

Section 50-30. Revolving door prohibition.

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

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

### **E. Reporting Anticompetitive Practices**

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, 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 CPO.

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 or submission to a vendor portal is submitted.

### **F. Confidentiality**

Section 50-45. Confidentiality.

Any CPO, SPO, 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.

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

### G. Insider Information

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.

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.

I acknowledge, understand and accept these terms and conditions for the above assurances.

### III. CERTIFICATIONS

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

#### B. Felons

Section 50-10. Felons.

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

(b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code and every vendor's submission to a vendor portal shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

## RETURN WITH BID

### **C. Debt Delinquency**

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

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

### **D. Prohibited Bidders, Contractors and Subcontractors**

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

### **E. Section 42 of the Environmental Protection Act**

Section 50-14 Environmental Protection Act violations.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

### **F. Educational Loan**

Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.

Pursuant to the Educational Loan Default Act no State agency shall contract with an individual for goods or services if that individual is in default on an educational loan.

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

### **G. Bid-Rigging/Bid Rotating**

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/3BE-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.

(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.

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.



## RETURN WITH BID

### **H. International Anti-Boycott**

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

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

### **I. Drug Free Workplace**

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.

The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace in compliance with the provisions of the Act.

### **J. Disclosure of Business Operations in Iran**

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

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

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

Failure to make the disclosure required by the Code may cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid 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 on the attached document.

## RETURN WITH BID

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

In accordance with the provisions of Section 30-22 (6) of the 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.**

Additionally, Section 30-22 of the Code requires that the bidder certify that an Illinois office be maintained as the primary place of employment for persons employed for this contract.

**NA-FEDERAL**

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The requirements of these certifications and disclosures are a material part of the contract, and the contractor shall require these certification provisions 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.

**RETURN WITH BID**

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

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

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

**The undersigned bidder certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.**

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

**M. Lobbyist Disclosure**

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

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

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

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

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

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

Or

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

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

I acknowledge, understand and accept these terms and conditions for the above certifications.

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

The CPO may void the bid, or contract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$50,000 and all submissions to a vendor portal shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by an individual that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per individual 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 an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

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

## RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

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 Section 50-35 of the 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 \$50,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)
NAME:
ADDRESS
Type of ownership/distributable income share:
stock sole proprietorship Partnership other: (explain on separate sheet):
% or \$ value of ownership/distributable income share:

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

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

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

**RETURN WITH BID**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes \_\_\_ No \_\_\_
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes \_\_\_ No \_\_\_

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(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes \_\_\_ No \_\_\_

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_
- 
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes \_\_\_ No \_\_\_
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes \_\_\_ No \_\_\_

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

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

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

---

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

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

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**RETURN WITH BID**

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

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(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 \_\_\_

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(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 \_\_\_

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**3. Communication Disclosure.**

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

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**RETURN WITH BID**

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

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

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

Completed by:  \_\_\_\_\_  
Signature of Individual or Authorized Representative Date

**NOT APPLICABLE STATEMENT**

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial 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 Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for all bids.

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 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

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Department of Human Rights Act 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 Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



**RETURN WITH BID**

**Contract No. 60W75  
COOK County  
Section 2013-037B-R  
Project ACNHPP-000V(034)  
Route FAP 372/373  
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 **Illinois Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

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

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

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

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
  - Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
  - Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

**RETURN WITH BID**

**ADDITIONAL FEDERAL REQUIREMENTS**

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

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

**RETURN WITH BID**

**Contract No. 60W75  
COOK County  
Section 2013-037B-R  
Project ACNHPP-000V(034)  
Route FAP 372/373  
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.

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

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

(IF A CORPORATION) Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Business Address \_\_\_\_\_

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

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



This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on \_\_\_\_\_ and shall be valid until \_\_\_\_\_ 11:59 PM (CDST).

KNOW ALL PERSONS BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the 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 may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents; 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 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 has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature and Title)

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary for PRINCIPAL**

**Notary for SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)

Signed and attested before me on \_\_\_\_\_ (date)

by \_\_\_\_\_  
(Name of Notary Public)

by \_\_\_\_\_  
(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)



In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal(s) 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.

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Electronic Bid Bond ID #	Company/Bidder Name	Signature and Title
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This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.



Return with Bid

Division of Highways
Proposal Bid Bond

Item No. \_\_\_\_\_

Letting Date \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the 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; 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 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 has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

(Company Name)

(Company Name)

By \_\_\_\_\_ (Signature and Title)

By \_\_\_\_\_ (Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)
by \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)
by \_\_\_\_\_

(Name of Notary Public)

(Name of Notary Public)

(Seal) \_\_\_\_\_ (Signature of Notary Public)

(Seal) \_\_\_\_\_ (Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

In lieu of completing the above section of the Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

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

**(1) Policy**

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

**(2) Obligation**

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

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

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

**(4) Assurance**

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

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

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

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

Disadvantaged Business Participation \_\_\_\_\_ percent

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

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision.	
Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.	
Bureau of Small Business Enterprises 2300 South Dirksen Parkway Springfield, Illinois 62764	<b>Local Let Projects</b> Submit forms to the Local Agency

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.



# PROPOSAL ENVELOPE



## PROPOSALS

for construction work advertised for bids by the  
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 326  
Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

### **NOTICE**

**Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.**

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

**Contract No. 60W75  
COOK County  
Section 2013-037B-R  
Project ACNHPP-000V(034)  
Route FAP 372/373  
District 1 Construction Funds**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Sec. 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled State Required Ethical Standards Governing Subcontractors.

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

#### **B. Felons**

Section 50-10. Felons.

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

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



## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

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

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

### **D. Prohibited Bidders, Contractors and Subcontractors**

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

### **E. Section 42 of the Environmental Protection Act**

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

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

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
Name of Subcontracting Company
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
Authorized Officer
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
Date

**RETURN WITH SUBCONTRACT**  
**SUBCONTRACTOR DISCLOSURES**

**I. DISCLOSURES**

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

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

**B. Financial Interests and Conflicts of Interest**

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

**C. Disclosure Form Instructions**

**Form A Instructions for Financial Information & Potential Conflicts of Interest**

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by an individual that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_

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

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

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

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

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

## RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

<b>FOR INDIVIDUAL (type or print information)</b>	
<b>NAME:</b>	_____
<b>ADDRESS</b>	_____
<b>Type of ownership/distributable income share:</b>	
stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):	
% or \$ value of ownership/distributable income share:	_____

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

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

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

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

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_

**RETURN WITH SUBCONTRACT**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

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

---

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes \_\_\_ No \_\_\_

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority?  
Yes \_\_\_ No \_\_\_

2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

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

---

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

---

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

---

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

---

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

---

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

---

**RETURN WITH SUBCONTRACT**

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

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

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

**3 Communication Disclosure.**

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

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH SUBCONTRACT**

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

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

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

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Officer

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

Form with fields: Subcontractor Name, Legal Address, City, State, Zip, Telephone Number, Email Address, Fax Number (if available)

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

If "No" is checked, the subcontractor only needs to complete the signature box on 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 box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)





1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. November 6, 2015. 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 10:00 a.m.
2. **DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 60W75  
COOK County  
Section 2013-037B-R  
Project ACNHPP-000V(034)  
Route FAP 372/373  
District 1 Construction Funds**

**This project consists of bridge rehabilitation, widening, ramp modifications, and the replacement of signs and high mast light towers through the IL 171 & I-55 interchange within the villages of McCook, Lyons and Summit.**

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

Randall S. Blankenhorn,  
Secretary

INDEX  
 FOR  
 SUPPLEMENTAL SPECIFICATIONS  
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-15)

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**STATE OF ILLINOIS  
SPECIAL PROVISIONS**

The following Special provisions supplement the *Standard Specifications for Road and Bridge Construction*, adopted January 1, 2012, the latest edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways* the *Manual of Test Procedures for Materials* in effect on the date of invitation for bids; in effect on the date of invitations for bids; and the Supplemental Specifications and Recurring Special Provisions indicated on the check Sheet included herein which apply to and govern the construction of FAP Route 372/373 (IL 171), Project ACNHPP-000V(034), Section 2013-037B-R, Cook County, Contract No. 60W75, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAP Route 372/373 (IL 171)  
Project ACNHPP-000V(034)  
Section 2013-037B-R  
Cook County  
Contract No. 60W75

**LOCATION OF IMPROVEMENT**

This improvement begins at a point on the alignment of FAP 372/373 (IL 171 (NB)) north of the IL 171/Archer Road intersection and extends in a north direction towards 47<sup>th</sup> Street for a distance of 8289.58 feet (1.57 miles) along IL 171. This improvement is located within the Villages of McCook, Lyons and Summit in Cook County.

**DESCRIPTION OF IMPROVEMENT**

This improvement consists of pavement patching and resurfacing with polymerized hot-mix asphalt. Also included is rehabilitation and/or widening for eight (8) bridges and repairs to two (2) retaining walls. Also included is the removal and replacement of signs and roadway lighting. Included in this contract is the removal and replacement of the high mast lighting towers through the IL 171/I-55 interchange. This project also includes ramp modifications, add auxiliary lane, temporary pavement crossover removal, ditch restoration, placement of pavement markings and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

**MAINTENANCE OF ROADWAYS (D1)**

Effective: September 30, 1985

Revised: November 1, 1996

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

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

**STATUS OF UTILITIES TO BE ADJUSTED (D1)**

Effective: January 30, 1987

Revised: January 24, 2013

Utilities companies involved in this project have provided the following estimated durations:

Name of Utility	Type	Location	Estimated Duration of Time for the Completion of Relocation or Adjustments
Sprint & MCI	Underground Fiber Optic Cables	IL 171 Sta. 23 +/- 00 SN 016-0489 Each side of ICRR Tracks (Pier Widening)	"Watch and Protect"
Kinder Morgan Pipeline (Natural Gas Pipeline Company, LLC (NGP))	Gas/Oil	IL 171 Sta. 66+85 & Sta. 67+08, below North Approach Slab of SN 016-2454	"Watch and Protect"
		IL 171 Sta. 67+00 Ramp J Widening and Cantilever Sign	
		Ramp B Sta. 33+70 Ramp E Sta. 235+00 & 237+00 below electrical circuits	
ComEd	Overhead/Aerial Distribution 34kV and 12kV (+transmission) lines	IL 171 Sta. 67+00, above North Approach Slab of SN 016-2454 (Ramp J Widening and Cantilever Sign)	"Watch and Protect"

ComEd	Two Overhead/Aerial Electrical Lines	IL 171 Sta. 22+30, above span 1 of SN 016-0489 (Pier & Abutment Widening)	"Watch and Protect"
ComEd	High voltage overhead/aerial Electrical Lines	IL 171 Sta. 24+17 Proposed Sign Structure	"Watch and Protect"
AT&T	Underground lines	High Mast Tower Ramp F Sta. 30+56	"Watch and Protect"
		IL 171 Ramp J Widening near Sta. 68+18	
AT&T MWRD Kinder Morgan Pipeline IDOT Electrical	Underground Lines: Telephone Water Sanitary Sewer Pipe Culvert Sludge Pipelines Gas Lighting	IL 171 Sta. 32+00 to Sta. 34+00 SN 016-0487 (Piers 16-19 Drilled Shafts & Widening)	"Watch and Protect"

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.39 of the Standard Specifications shall apply.

In accordance with 605 ILCS 5/9-113 of the Illinois Compiled Statutes, utility companies have 90 days to complete the relocation of their facilities after receipt of written notice from the Department. The 90-day written notice will be sent to the utility companies after the following occurs:

- 1) Proposed right of way is clear for contract award.
- 2) Final plans have been sent to and received by the utility company.
- 3) Utility permit is received by the Department and the Department is ready to issue said permit.
- 4) If a permit has not been submitted, a 15 day letter is sent to the utility company notifying them they have 15 days to provide their permit application. After allowing 15 days for submission of the permit the 90 day notice is sent to the utility company.
- 5) Any time within the 90 day relocation period the utility company may request a waiver for additional time to complete their relocation. The Department has 10 days to review and respond to a waiver request.

**PROGRESS SCHEDULE**

Description. Time is of the essence in this Contract. It may be necessary for the Contractor to work longer hours, use additional crews, and work during weekends in order to complete the work within the required time limit. The Contractor shall submit a Critical Path Method (CPM) Progress Schedule as described below for the Engineer's approval before the work can be started.

The Contractor will not be allowed any additional compensation for working longer hours or using extra shifts; and working on weekends or during Holidays; working during winter months, etc. to meet the specified Completion Date.

This work shall consist of preparing, revising and updating a detailed progress schedule based upon the Critical Path Method (CPM). This work shall also consist of performing time impact analysis of the progress schedule based upon the various revisions and updates as they occur.

Requirements. The software shall produce an electronic progress schedule for submission to the department that is 100% compatible with Primavera SureTrak 3.0 Project Manager, published by Primavera Systems, Inc.

Format. The electronic schedule format shall contain the following:

- a. Project Name: (Optional).
- b. Template: Construction.
- c. Type: SureTrak: Native file format for stand-alone contracts.
- d. Planning Unit: Days (calendar working).
- e. Number/Version: Original or updated number.
- f. Start Date: Not later than ten days after execution of the contract.
- g. Must Finish Date: Completion date for completion date contracts.
- h. Project Title: Contract number.
- i. Company Name: Contractor's name.

Calendars.

- a. Completion Date Contracts. The base calendar shall show the proposed working days of the week and the proposed number of work hours per day.
- b. Schedule Development. The detailed schedule shall incorporate the entire contract time. The minimum number of activities shown on the schedule shall represent the work incorporating the pay items whose aggregate contract value constitutes 80 percent of the total contract value. These pay items shall be determined by starting with the pay item with the largest individual contract value and adding subsequent pay item contract values in descending order until 80 percent of the contract value has been attained. Any additional activities required to maintain the continuity of the schedule logic shall also be shown.

The following shall be depicted in the schedule for each activity:

- a. Activity Identification (ID) Numbers. The Contract shall utilize numerical designations to identify each activity. Numbering of activities shall be in increments of not less than ten digits.
- b. A description of the work represented by the activity (maximum forty-five characters). The use of descriptions referring to a percentage of a multi-element item (i.e., construct deck 50%) shall not be used. Separate activities shall be included to represent different elements of multi-element items (i.e., forms, reinforcing, concrete, etc.). Multiple activities with the same work description shall include a location as part of the description.

- c. Proposed activity duration shall be shown in whole days. The Contractor shall provide production rates to justify the activity duration. Schedule duration shall be contiguous and not interruptible.

The schedule shall indicate the sequence and interdependence of activities required for the prosecution of the work. The schedule logic shall not be violated.

Activities should be broken down such that each activity encompasses a single operation or tightly-integrated operations in a single, contiguous and continuous area of the project, with no activity exceeding \$200,000 without the consent of the Engineer.

Total Float shall be calculated as finish float. The schedule shall be calculated using retained logic. The Contractor shall not sequester float by calendar manipulations or extended duration. Float is not for the exclusive use or benefit of either the Department or the Contractor.

#### Tabular Reports.

- a. The following tabular reports will be required with each schedule submission:
  1. Classic Gantt
  2. Pert with Time Scale
- b. The heading of each tabular report shall include, but not be limited to, the project name, contract number, Contractor name, report date, data date, report title and page number.
- c. Each of the tabular reports shall also contain the following minimum information for each activity.
  - a. Activity ID
  - b. Activity Description
  - c. Original Duration (calendar day/working day)
  - d. Remaining Duration (calendar day/working day)
  - e. Activity Description
  - f. Early Start Date
  - g. Late Start Date
  - h. Early Finish Date
  - i. Late Finish Date
  - j. Percent Complete
  - k. Total Float
  - l. Calendar ID
  - m. Work performed by DBE Subcontractors and Trainees shall be shown in the
  - n. Gantt Report.
- d. Reports shall be printed in color on 11 in. x 17 in. (minimum) size sheets. The Classic Gantt shall show all columns, bars, column headings at the top, time scale at the top and shall show relationships.

Submission Requirements. The initial schedule shall be submitted prior to starting work but no later than five calendar days after execution of the contract. Updated schedules shall be submitted according to Article 108.02 except that as a minimum, updated schedules will be required at the 25, 50, and 75 percent completion points of the contract.

#### Updating.

- a. The Contractor shall not make any changes to the original duration, activity relationships, constraints, costs, add or delete activities, or alter the schedule's logic when updating the schedule.
- b. The originally approved baseline CPM schedule will be designated as the "Target Schedule" and shall only be changed based on a Change Order that extends the Contract duration. All updates will be plotted against the "Target Schedule." If the Contractor believes any such changes result in an overall increase in the contract time, the Contractor will immediately submit a request for extension of time along with the changed progress schedule and a detailed justification for the time extension request in accordance with Article 108.08.
- c. The updated information will include the original schedule detail and the following additional information:
  1. Actual start dates
  2. Actual finish dates
  3. Activity percent completion
  4. Remaining duration of activities in progress
  5. Identified or highlighted critical activities
- d. The Contractor shall submit scheduling documents in the same formats and number as indicated in this section.
- e. The Engineer shall withhold progress payments if the Contractor does not submit scheduled updates as required.
- f. Upon receipt of the CPM schedule update, the Engineer will review the schedule for conformance with the Contract Documents and degree of detail. The Engineer, within fourteen (14) Days after receipt of the Updated CPM Schedule and supporting documents, will approve or reject it with written comments. If the Updated CPM schedule is rejected, the Contractor must submit a Revised Updated CPM Schedule within seven (7) Days after the date of rejection.
- g. The updated progress schedule must accurately represent the Project's current status.

Contractor Changes to the Schedule.

The Contractor shall comply with the following requirements regarding proposed changes to the approved baseline CPM schedule:

- a. If the Contractor proposes to make any changes in the approved baseline CPM schedule, the Contractor shall notify the Engineer in writing, stating the reasons for the change, identifying each changed activity (including duration and interrelationships between activities) and providing a diskette of the proposed changed schedule. Every effort must be made by the Contractor to retain the original Activity ID numbers.
- b. The Engineer has the authority to approve or disapprove the proposed change in the baseline CPM schedule and shall do so in writing within ten (10) Days after receipt to the Contractor's submission.
- c. If the Engineer approves the change in the baseline. All monthly updates will be plotted against the new "Target Schedule".
- d. If the Engineer approves a portion of the change to the baseline CPM schedule, the Contractor shall submit a revised CPM schedule incorporating such change(s) within ten (10) Days after approval along with a written description of the change(s) to the schedule.

Recovery Schedule.

- a. The Contractor shall maintain an adequate work force and the necessary materials, supplies and equipment to meet the current approved baseline CPM schedule. In the event that the Contractor, in the judgment of the Engineer, is failing to meet the approved CPM schedule including any Contract milestones, the Contractor shall submit a recovery schedule.
- b. The recovery schedule shall set forth a plan to eliminate the schedule slippage (negative float). The plan must be specific to show the methods to achieve the recovery of time, i.e. increasing manpower, working overtime, weekend work, employing multiple shifts. All costs associated with implementing the recovery schedule shall be borne by the Contractor.
- c. Upon receipt of the CPM recovery schedule, the Engineer will review the schedule for conformance with the Contract Documents and degree of detail. The Engineer will approve the schedule or reject it with written comments within fourteen (14) Days of receipt of the recovery schedule and supporting documents. If the detailed CPM recovery schedule is rejected, the Contractor must submit a revised CPM recovery schedule within seven (7) Days of the date of rejection.



Revised Schedule.

The Engineer may direct the Contractor to revise the approved CPM schedule. Reasons for such direction may include, but are limited to, the following: (1) changes in the Work, (2) rephrasing of the Project or any phase, (3) a change in the duration of the Project or phase, and (4) acceleration of the Project or phase.

- a. The Engineer will direct the Contractor to provide a revised CPM schedule in writing.
- b. The Contractor will provide the revised CPM schedule within ten (10) Days of receipt of the Engineer's written direction.
- c. The Engineer has the authority, in its sole discretion, to approve or reject the revised CPM schedule and will do so in writing within ten (10) Days after receipt of the Contractor's submission. If the Engineer approves the revised schedule, such schedule will be designated the new "Target Schedule".

The schedule shall be submitted in the Sorted by Activity Layout (SORT4). The activities on the schedule shall be plotted using early start, late start, early finish, late finish and total finish. For every schedule submission, the Contractor shall submit to the Engineer, four Windows XP compatible compact disks of all schedule data. Included on the disks shall be all of the tabular and graphic reports, network diagrams and bar chart data. Two copies shall be submitted on CD/R disks and two copies shall be submitted on CDD/RW disks. In addition, four plots of the CD/R disks will be approved initial or revised progress schedule for the contract. The approval will be documented by the Engineer on a corresponding plot of the schedule and returned to the Contractor.

Four copies of each schedule submission shall be printed in color on 11 in. x 17 in. (minimum) size sheets showing all columns, bars, column headings at the top, time scale at the top and showing relationships.

The schedule shall indicate the critical path to contract completion. Only one controlling item shall be designated at any point in time on the schedule.

Acceptance or approval of any progress schedule by the Engineer shall not be construed to imply approval of any particular method of construction, sequence of construction, any implied or stated rate of production. Acceptance will not act as a waiver of the obligation of the Contractor to complete the work in accordance with the contract proposal, plans and specifications, modify any rights or obligations of the Department as set forth in the contract, nor imply any obligation of a third party. Acceptance shall not be construed to modify or amend the contract or the time limit(s) therein. Acceptance shall not relieve the Contractor of the responsibility for the accuracy of any of the information included on the schedule. Failure of the Contractor to include in the schedule any element of work required for the performance of the contract, any sequence of work required by the contract, or any known or anticipated condition affecting the work shall not excuse the Contractor from completing all work required within the time limit(s) specified in the contract notwithstanding acceptance of the schedule by the Engineer.

Basis of Payment. This work will not be paid for separately, but shall be considered as included in the costs of the various items of work in the contract.

### **CONTRACTOR COOPERATION**

It is anticipated that this contract will be constructed concurrently with another project in the same area. This project that may be under contract concurrent with this project is as follows:

Contract No. 60W78  
Improvement: IL 171 (NB) over I-55 Bridge Replacement  
SN 016-1511

The Contractor shall schedule the work in order to minimize any conflicts that may arise between contracts as specified in Article 105.08 of the Standard Specifications. No additional compensation will be allowed for delays or inconveniences resulting from activities of other Contractors.

### **COMPLETION DATE PLUS WORKING DAYS (D1)**

Effective: September 30, 1985

Revised: January 1, 2007

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on **October 31, 2016**, 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 cleanup work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

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

### **RESTRICTION ON WORKING DAYS AFTER A COMPLETION DATE (D1)**

Effective: January 21, 2003

Revised: January 1, 2007

All temporary lane closures during the period governed by working days after a completion date will not be permitted during the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m. Monday through Friday.

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.

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 above, the Contractor shall be liable and shall pay to the Department the amount of \$250 per lane blocked, 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. The Department may deduct such damages from any monies due the Contractor. These damages shall apply during the period governed by working days after a completion date and any extensions of that contract time.

**FAILURE TO COMPLETE THE WORK ON TIME (D1)**

Effective: September 30, 1985

Revised: January 1, 2007

Should the Contractor fail to complete the work within the required number of calendar days and/or fail to complete the work on or before the completion date as specified in the Special Provisions COMPLETION DATE PLUS WORKING DAYS, or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$5,000 (five thousand dollars), not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

**PUBLIC CONVENIENCE AND SAFETY (DIST 1)**

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

**TRAFFIC CONTROL PLAN (D1)**

Effective: September 30, 1985

Revised: January 1, 2007

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.

**STANDARDS:**

701400	APPROACH TO LANE CLOSURE FREEWAY/EXPRESSWAY
701401	LANE CLOSURE, FREEWAY/EXPRESSWAY
701411	LANE CLOSURE, MULTILANE, AT ENTRANCE OR EXIT RAMP, FOR SPEED $\geq 45$ MPH
701416	LANE CLOSURE, FREEWAY/EXPRESSWAY, WITH CROSSOVER AND BARRIER
701421	LANE CLOSURE, MULTILANE, DAY OPERATIONS ONLY, FOR SPEEDS $\geq 45$ MPH TO 55 MPH
701422	LANE CLOSURE, MULTILANE, FOR SPEEDS $\geq 45$ MPH TO 55 MPH
701427	LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPERATIONS FOR SPEEDS $\leq 40$ MPH
701428	TRAFFIC CONTROL SETUP AND REMOVAL FREEWAY/EXPRESSWAY
701431	LANE CLOSURE, MULTILANE, UNDIVIDED WITH CROSSOVER, FOR SPEEDS $\geq 45$ MPH TO 55 MPH
701446	TWO LANE CLOSURE FREEWAY / EXPRESSWAY
701601	URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN
701901	TRAFFIC CONTROL DEVICES
704001	TEMPORARY CONCRETE BARRIER

DETAILS:

TC-09	SINGLE LANE WEAVE AND MULTILANE WEAVE
TC-10	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS AND DRIVEWAYS
TC-08	ENTRANCE AND EXIT RAMP CLOSURE DETAILS
TC-12	MULTI-LANE FREEWAY PAVEMENT MARKING
TC-13	DISTRICT ONE TYPICAL PAVEMENT MARKINGS
TC-17	TRAFFIC CONTROL FOR SHOULDER CLOSURES AND PARTIAL RAMP CLOSURES
TC-18	SIGNING FOR FLAGGING OPERATIONS AT WORK ZONE OPENINGS
TC-21	DETOUR SIGNING CLOSING STATE HIGHWAYS
TC-22	ARTERIAL ROAD INFORMATION SIGN
TC-27	MILE POST MARKERS - GORE SIGNS – MAJOR GUIDE SIGN LAYOUT ARROWS

SPECIAL PROVISIONS:

PAVEMENT MARKING REMOVAL  
TEMPORARY CONCRETE BARRIER (BDE)  
SPEED DISPLAY TRAILER (D-1)  
TEMPORARY INFORMATION SIGNING  
PAVEMENT PATCHING (BDE)  
MAINTENANCE OF ROADWAYS  
CONTRACTOR COOPERATION  
PUBLIC CONVENIENCE AND SAFETY (D-1)  
TYPE III TEMPORARY TAPE FOR WET CONDITIONS  
TRAFFIC CONTROL FOR WORK ZONE AREAS  
TRAFFIC CONTROL AND PROTECTION (SPECIAL)  
TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)  
KEEPING THE EXPRESSWAY OPEN TO TRAFFIC  
FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC  
LANE CLOSURE RESTRICTIONS  
GLARE SCREEN (BDE)

## **TRAFFIC CONTROL AND PROTECTION (SPECIAL)**

Work under this item will be performed in accordance with Section 701 of the Standard Specifications.

Description. This item of work shall include furnishing, installation, maintenance, relocation and subsequent removal of all signs, signals, markings, traffic cones, barricades, warning lights, flaggers and other devices which are to be used for the purpose of regulating, warning or guiding traffic during the construction of this improvement.

General Requirements. Traffic Control will be in accordance with the applicable sections of the Standard Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, the Special Provision, Interim Special Provisions and any Special Details and Highway Standards contained herein and in the plans. At the preconstruction meeting the Contractor will furnish the name of the individual in his/her direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent will be requested of the Department and County at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This will not relieve the Contractor of the foregoing requirement for a responsible individual in his/her direct employ. The Department will provide to the Contractor the name of its representative who will be responsible for the administration of the Traffic Control Plan. The Contractor will notify the District One Bureau of Traffic 72 hrs. before commencing construction for changing traffic flow.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices as shown on the plans, or as directed by the Engineer. Special attention must be given to advance guide signs during these operations in order to keep barricade placement consistent with lane assignment. The Contractor will cover all traffic control devices which may be inconsistent with traffic patterns during the transfer from one construction stage to another.

The Contractor's vehicle will always move with and not against or across the flow of traffic. These vehicles will enter or leave work areas in a manner which will not be hazardous to or interfere with normal traffic and will not park or stop except within designated work areas. Personal vehicles will not be permitted to park within the right of way except in specific areas designated by the Engineer.

The Contractor will immediately furnish a certified flagger or flaggers if, in the opinion of the Engineer, the Contractor's construction means or methods warrant. No additional compensation will be made for flaggers. If no flaggers are available, the Contractor will cease operations until they become available.

All signs, signals, markings, traffic cones, barricades, warning lights, flaggers, and other traffic control devices must conform to the plans, specifications, special provisions and the latest edition of the "State of Illinois Manual on Uniform Traffic Control Devices." The Contractor will obtain, erect, maintain, and remove all traffic control devices in accordance with Article 107.14 of the Standard Specifications. Placement and maintenance of all traffic control devices will be as directed by the Engineer. The Engineer will be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards.

The Contractor will ensure that all barricades, signs, lights and other devices installed by him are operational every day, including Sundays and holidays. In the event of severe weather conditions, the Contractor must furnish any additional personnel required to properly maintain all traffic control devices as directed by the Engineer.

At the completion of each stage of construction or whenever operations indicate that a relocation of a proposed or existing traffic control device is advisable as determined by the Engineer, the Contractor will remove all traffic control devices which were furnished, installed and maintained by him/her under this contract, and such devices will remain the property of the Contractor. All traffic control devices must remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor must be aware of the requirements for coordination of all work in this project and adjoining or overlapping projects and for coordination of barricade placement necessary to provide a uniform traffic detour pattern. The Contractor will not be permitted to erect, change or remove his/her detour barricade system without the prior approval of the Engineer.

The placement of barricades and warning signs for the required lane closures will be as specified herein and will proceed in the direction of the flow of traffic. The removal of all signs and barricades will begin at the end of the construction areas and proceed toward oncoming traffic.

Arrow Boards: A flashing arrow board meeting the requirements of Article 1106.03 of the Standard Specifications will be operating at all times when a lane is closed to traffic on a multi-lane highway. Arrow boards will be provided and located in ahead-on position within each lane closure taper. The cost of furnishing and maintaining arrow boards will be considered included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

Traffic Control Highway Standards: Traffic Control Highway Standards 701400, 701401, 701411, 701416, 701421, 701422, 701427, 701428, 701431, 701446, 701601 and 701901 will not be paid for separately but shall be included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

Revisions in the staging of construction, requested by the Contractor, may require traffic control to be installed according to 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. Any requested revisions, is approved by the Engineer, shall not be at any additional cost to the contract and considered included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

Delays to the Contractor caused by complying with these requirements will be considered included in the cost of Traffic Control and Protection and no additional compensation will be allowed.

Method of Measurement. Traffic control and protection will be measured for payment on a lump sum basis.

Basis of Payment. This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) which price will be payment in full for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, and remove all traffic control devices required by the appropriate standards and as approved by the Engineer. No adjustment or additional compensation will be allowed except as specified herein. The salvage value of the materials removed will be reflected in the bid price for this item.

**LANE CLOSURE RESTRICTIONS**

The Contractor will not be allowed permanent lane closures on Illinois Route 171 prior to April 1, 2016. Prior to April 1, 2016, the Contractor shall not proceed with any type of construction work operations which would require permanent lane closures, pre-stage work requiring lane shifts or partial closure of any ramp. Prior to April 1, 2016, all work under this contract must be completed with temporary, daily lane closures in accordance with State Standard 701421. At any time during the contract, any work that cannot be completed within the work area shown using the Maintenance of Traffic plans provided in the contract documents must be completed with temporary, daily lane closures in accordance with State Standard 701421. Daily lane closures will not be allowed during the times indicated below:

DAY	LANES CLOSURE RESTRICTION TIMES	
	Northbound	Southbound
Monday to Friday	2:30 p.m. – 6:30 p.m.	2:30 p.m. – 6:30 p.m.
I-55 and Ramps	All days.	All Days.

The Contractor shall request and gain approval from the Resident Engineer seventy-two (72) hours in advance of all closures.

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 and utility companies when erecting lane closures.



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 above, the Contractor shall be liable and shall pay to the Department the amount of:

One lane or ramp blocked = \$2000.00

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 the contractor. These damages shall apply during the contract time and during any extensions of the contract time.

**ENGINEER'S FIELD OFFICE TYPE A (SPECIAL)**

Effective: December 1, 2011

Revised: May 1, 2013

Revise the first paragraph of Article 670.02 to read:

**670.02 Engineer's Field Office Type A (Special).** Type A (Special) field offices shall have a ceiling height of not less than 7 feet and a floor space of not less than 3000 square feet with a minimum of two separate offices. The office shall also have a separate storage room capable of being locked for the storage of the nuclear measuring devices. The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer.

Revise the first sentence of the second paragraph of Article 670.02 to read:

An electronic security system that will respond to any breach of exterior doors and windows with an on-site alarm shall be provided.

Revise the last sentence of the third paragraph of Article 670.02 to read:

Adequate secured all-weather parking space shall be available to accommodate a minimum of twelve vehicles.

Revise the fifth paragraph of Article 670.02 to read:

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of seven waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service. A weekly cleaning service for the office shall be provided.

Revise subparagraph (a) of Article 670.02 to read:

(a) Twelve desks with minimum working surface 42 inch x 30 inch each and twelve non-folding chairs with upholstered seats and backs.

Revise the first sentence of subparagraph (c) of Article 670.02 to read:

- (c) Two four-post drafting tables with minimum top size of 37-½ inch x 48 inch.

Revise subparagraph (d) of Article 670.02 to read:

- (d) Eight free standing four-drawer legal size file cabinets with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.

Revise subparagraph (e) of Article 670.02 to read:

- (e) Twenty folding chairs and two conference tables with minimum top size of 44 inch x 96 inch.

Revise subparagraph (h) of Article 670.02 to read:

- (h) Three electric desk type tape printing calculator and two pocket scientific notation calculators with a 1000 hour battery life or with a portable recharger.

Revise subparagraph (i)(2) of Article 670.02 to read:

- (i)(2) Telephones lines. Five separate telephone lines including one line for the fax machine, and two lines for the exclusive use of the Engineer. All telephone lines shall include long distance service and all labor and materials necessary to install the phone lines at the locations directed by the Engineer. The TELCOM company shall configure ROLL/HUNT features as specified by the engineer.

Revise subparagraph (j) of Article 670.02 to read:

- (j) Two plain paper network multi-function printer/copier/scanner machines capable of reproducing prints up to 11 inch x 17 inch within automatic feed tray capable of sorting 30 sheets of paper. Letter size and 11 inch x 17 inch paper shall be provided. The contractor shall provide the multi-function machines with IT support for setup and maintenance.

Revise subparagraph (k) of Article 670.02 to read:

- (k) One plain paper fax machine including maintenance and supplies.

Revise subparagraph (l) of Article 670.02 to read:

- (l) Six four-line telephones, with touch tone, where available, and two digital answering machines, for exclusive use by the Engineer.

Revise subparagraph (m) of Article 670.02 to read:

- (m) One electric water cooler dispenser including water service.

Add the following subparagraphs to Article 670.02:

- (s) One 4 foot x 6 foot chalkboard or dry erase board.
- (t) One 4 foot x 6 foot framed cork board.

Add the following to Article 670.07 Basis of Payment.

The building or buildings, fully equipped, will be paid for at the contract unit price per calendar month or fraction thereof for ENGINEER'S FIELD OFFICE, TYPE A (SPECIAL).

### **TEMPORARY INFORMATION SIGNING**

Effective: November 13, 1996

Revised: January 2, 2007

Description. This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials. Materials shall be according to the following Articles of Section 1000 - Materials:

	<b><u>Item</u></b>	<b><u>Article/Section</u></b>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face ( Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. Type A sheeting can be used on the plywood base.
- Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.
- Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

### **GENERAL CONSTRUCTION REQUIREMENTS**

Installation. The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method of Measurement. This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis of Payment. This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

### **SPEED DISPLAY TRAILER (D1)**

Effective: April 1, 2015

Add the following to Article 701.15(l) of the Standard Specifications:

- “(l) Speed Display Trailer. A speed display trailer shall be utilized on freeways and expressways as part of Highway Standard 701400. The trailer shall be placed on the right hand side of the roadway adjacent to, or within 100 ft. (30 m) beyond, the first work zone speed limit sign.

Whenever the speed display trailer is not in use, it shall be considered non-operating equipment and shall be stored according to Article 701.11.”

Add the following to Article 701.20 of the Standard Specifications:

- “(k) Revised. “Speed Display Trailer will NOT be paid for by separate pay item, but it costs shall be included in the contract unit price of the various traffic control pay items.

Add the following to Article 1106.02 of the Standard Specifications:

“(o) Speed Display Trailer. The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1000 ft (300 m). The radar shall have an accuracy of ±1 mile per hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of “YOUR SPEED” immediately above or below the speed display. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the posted limit is exceeded. The speed indicator shall have a maximum speed cutoff. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service.”

**TYPE III TEMPORARY TAPE FOR WET CONDITIONS**

Effective: February 1, 2007

Revised: February 1, 2011

Description. This work shall consist of furnishing, installing, and maintaining Type III Temporary Pavement Marking Tape for Wet Conditions.

Materials. Materials shall be according to the following.

Item	Article/Section
(a) Pavement Marking Tape .....	1095.06

Initial minimum reflectance values under dry and wet conditions shall be as specified in Article 1095.06. The marking tape shall maintain its reflective properties when submerged in water. The wet reflective properties will be verified by a visual inspection method performed by the Department. The surface of the material shall provide an average skid resistance of 45 BPN when tested according to ASTM E 303.

**CONSTRUCTION REQUIREMENTS**

Type III Temporary Tape for Wet Conditions shall meet the requirements of Article 703.03 and 703.05. Application shall follow manufacturer’s recommendations.

Method of Measurement. This work will be measured for payment in place, in feet (meters).

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for WET REFLECTIVE TEMPORARY TAPE TYPE III of the line width specified, and at the contract unit price per square foot (square meter) for WET REFLECTIVE TEMPORARY TAPE TYPE III, LETTERS AND SYMBOLS.

## **TRAFFIC CONTROL FOR WORK ZONE AREAS**

Effective: 9/14/95

Revised: 1/1/07

Work zone entry and exit openings shall be established daily by the Contractor with the approval of the Engineer. All vehicles including cars and pickup trucks shall exit the work zone at the exit openings. All trucks shall enter the work zone at the entry openings. These openings shall be signed in accordance with the details shown elsewhere in the plans and shall be under flagger control during working hours.

The Contractor shall plan his trucking operations into and out of the work zone as well as on to and off the expressway to maintain adequate merging distance. Merging distances to cross all lanes of traffic shall be no less than 1/2 mile. This distance is the length from where the trucks enter the expressway to where the trucks enter the work zone. It is also the length from where the trucks exit the work zone to where the trucks exit the expressway. The stopping of expressway traffic to allow trucks to change lanes and/or cross the expressway is prohibited. Failure to comply with the above requirements will result in a Traffic Control Deficiency charge. The deficiency charge will be calculated as outlined in Article 105.03 of the Standard Specifications. The Contractor will be assessed this daily charge for each day a deficiency is documented by the Engineer.

## **AGGREGATE SUBGRADE IMPROVEMENT (D-1)**

Effective: February 22, 2012

Revised: March 3, 2015

Add the following Section to the Standard Specifications:

### **“SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT**

**303.01 Description.** This work shall consist of constructing an aggregate subgrade improvement.

**303.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate .....	1004
(b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3) .....	1031

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradation CS 01 but shall not exceed 40 percent by weight of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.

Note 2. RAP having 100 percent passing the 1 1/2 in (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradation CS 01 is used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders. The final product shall not contain more than 40 percent by weight of RAP.

Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

**303.03 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer. The calibration for the mechanical feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered.

**303.04 Soil Preparation.** The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.

**303.05 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradation CS 01 shall be 24 in. (600 mm).

**303.06 Capping Aggregate.** The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

**303.07 Compaction.** All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

**303.08 Finishing and Maintenance of Aggregate Subgrade Improvement.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

**303.09 Method of Measurement.** This work will be measured for payment according to Article 311.08.

**303.10 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.

Add the following to Section 1004 of the Standard Specifications:

**“1004.06 Coarse Aggregate for Aggregate Subgrade Improvement.** The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. The top 12 inches of the aggregate subgrade improvement shall be 3 inches of capping material and 9 inches of crushed gravel, crushed stone or crushed concrete. In applications where greater than 36 inches of subgrade material is required, rounded gravel, meeting the CS01 gradation, may be used beginning at a depth of 12 inches below the bottom of pavement.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.
- (c) Gradation.
  - (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01.

COARSE AGGREGATE SUBGRADE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	8"	6"	4"	2"	#4
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20

COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)					
Grad No.	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20

- (2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10.



**RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)**

Effective: November 1, 2012

Revise: July 24, 2015

Revise Section 1031 of the Standard Specifications to read:

**“SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES**

**1031.01 Description.** Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum “Reclaimed Asphalt Shingle (RAS) Sources”, by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve . RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
  - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
  - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

**1031.02 Stockpiles.** RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).
- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
  - (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
  - (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
  - (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
  - (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP or FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of three years.

**1031.03 Testing.** FRAP and RAS testing shall be according to the following.

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
- (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
  - (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
  - (3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample of FRAP, shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

(b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.

(1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a  $\leq 1000$  ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

(2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

**1031.04 Evaluation of Tests.** Evaluation of tests results shall be according to the following.

- (a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag),  $G_{mm}$ . A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

Parameter	FRAP
No. 4 (4.75 mm)	± 6 %
No. 8 (2.36 mm)	± 5 %
No. 30 (600 μm)	± 5 %
No. 200 (75 μm)	± 2.0 %
Asphalt Binder	± 0.3 %
$G_{mm}$	± 0.03 <sup>1/</sup>

- 1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

- (b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 μm)	± 4 %
No. 200 (75 μm)	± 2.5 %
Asphalt Binder Content	± 2.0 %

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

- (c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

Test Parameter	Acceptable Limits of Precision	
	FRAP	RAS
% Passing: <sup>1/</sup>		
1/2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	3.0%
No. 200	2.2%	2.5%
Asphalt Binder Content	0.3%	1.0%
G <sub>mm</sub>	0.030	

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

- (d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

**1031.05 Quality Designation of Aggregate in RAP and FRAP.**

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
  - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMRP Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

**1031.06 Use of FRAP and/or RAS in HMA.** The use of FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

- (a) FRAP. The use of FRAP in HMA shall be as follows.
- (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.

- (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
  - (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
  - (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
  - (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.



When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

Max Asphalt Binder Replacement for FRAP with RAS Combination

HMA Mixtures <sup>1/ 2/ 4/</sup>	Maximum % ABR			
	Ndesign	Binder/Leveling Binder	Surface	Polymer Modified <sup>3/</sup>
30L	50	40	30	30
50	40	35	30	30
70	40	30	30	30
90	40	30	30	30
4.75 mm N-50				40
SMA N-80				30

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 percent or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 percent.

**1031.07 HMA Mix Designs.** At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.

- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

**1031.08 HMA Production.** HMA production utilizing FRAP and/or RAS shall be as follows.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS and FRAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within  $\pm 0.5$  percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

- g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
  - h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
  - i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
  - j. Accumulated mixture tonnage.
  - k. Dust Removed (accumulated to the nearest 0.1 ton)
- (2) Batch Plants.
- a. Date, month, year, and time to the nearest minute for each print.
  - b. HMA mix number assigned by the Department.
  - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - d. Mineral filler weight to the nearest pound (kilogram).
  - f. RAS and FRAP weight to the nearest pound (kilogram).
  - g. Virgin asphalt binder weight to the nearest pound (kilogram).
  - h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

**1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders.** The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications"

The RAP material shall meet the gradation requirements for CA 6 in accordance with Art.1004.01 (c), except the requirements for the minus No. 200 (75µm) sieve will not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

**FRICITION AGGREGATE (D-1)**

Effective: January 1, 2011

Revised: July 24, 2015

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- “(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
- a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
  - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase.”

Revise Article 1004.03(a) of the Standard Specifications to read:

**“1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase Shoulders or	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete

Use	Mixture	Aggregates Allowed	
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L  SMA Binder	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>	
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L  SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>	
HMA High ESAL	D Surface and Leveling Binder IL-9.5  SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone (other than Limestone) <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone		
HMA High ESAL	E Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag  No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>

Use	Mixture	Aggregates Allowed	
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate
		75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel <sup>2/</sup> or Crushed Concrete <sup>3/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/</sup> :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel <sup>2/</sup> , Crushed Concrete <sup>3/</sup> , or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume.”

**GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)**

Effective: June 26, 2006

Revised: January 1, 2013

Add the following to the end of article 1032.05 of the Standard Specifications:

“(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)
Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max.	30 (3)	30 (3)
Softening Point, AASHTO T 53, °F (°C), min.	135 (57)	130 (54)
Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min.	65	65

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μm)	95 ± 5
No. 50 (300 μm)	> 20

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

“A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent.”

Revise 1030.02(c) of the Standard Specifications to read:

“(c) RAP Materials (Note 3) .....1031”

Add the following note to 1030.02 of the Standard Specifications:

Note 3. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

### **HEAT OF HYDRATION CONTROL FOR CONCRETE STRUCTURES (D-1)**

Effective: November 1, 2013

Article 1020.15 shall not apply.

### **COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)**

Effective: November 1, 2011

Revised: November 1, 2013

This work shall be according to Section 1004.05 of the Standard Specifications except for the following:

Reclaimed Asphalt Pavement (RAP) maybe blended with gravel, crushed gravel, crushed stone crushed concrete, crushed slag, chats, crushed sand stone or wet bottom boiler slag. The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Reclaimed Asphalt Pavement (RAP) for Aggregate Applications”. The RAP shall be uniformly graded and shall pass the 1.0 in. (25 mm) screen. When RAP is blended with any of the coarse aggregate listed above, the blending shall be done mechanically with calibrated feeders. The feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered. The final blended product shall not contain more than 40 percent by weight RAP.

The coarse aggregate listed above shall meet CA 6 and CA 10 gradations prior to being blended with the processed and uniformly graded RAP. Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.



## **EMBANKMENT I**

Effective: March 1, 2011

Revised: November 1, 2013

Description. This work shall be according to Section 205 of the Standard Specifications except for the following.

Material. All material shall be approved by the District Geotechnical Engineer. The proposed material must meet the following requirements.

- a) The laboratory Standard Dry Density shall be a minimum of 90 lb/cu ft (1450 kg/cu m) when determined according to AASHTO T 99 (Method C).
- b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).
- c) Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 3 ft (900 mm) of soil not considered detrimental in terms of erosion potential or excess volume change.
  - 1) A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.
  - 2) A plasticity index (PI) of less than 12.
  - 3) A liquid limit (LL) in excess of 50.
- d) Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.
- e) The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

## **CONSTRUCTION REQUIREMENTS**

Samples. Embankment material shall be sampled, tested, and approved before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Geotechnical Engineer a minimum of three weeks prior to use in order that laboratory tests for approval and compaction can be performed. Embankment material placement cannot begin until tests are completed and approval given.

Placing Material. In addition to Article 202.03, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 6 inches (150 mm) lifts and disked with the underlying lift until a uniform homogenous material is formed. This process also applies to the overlaying lifts. The disk must have a minimum blade diameter of 24 inches (600 mm).

When embankments are to be constructed on hillsides or existing slopes that are steeper than 3H:1V, steps shall be keyed into the existing slope by stepping and benching as shown in the plans or as directed by the engineer.

Compaction. Soils classification for moisture content control will be determined by the Soils Inspector using visual field examination techniques and the IDH Textural Classification Chart.

When tested for density in place each lift shall have a maximum moisture content as follows.

- a) A maximum of 110 percent of the optimum moisture for all forms of clay soils.
- b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

Stability. The requirement for embankment stability in Article 205.04 will be measured with a Dynamic Cone Penetrometer (DCP) according to the test method in the IDOT Geotechnical Manual. The penetration rate must be equal or less than 1.5 inches (38 mm) per blow.

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

## **HMA MIXTURE DESIGN REQUIREMENTS (D-1)**

Effective: January 1, 2013

Revised: November 1, 2014

### **1) Design Composition and Volumetric Requirements**

Revise the last sentence of the first paragraph of Article 312.05 of the Standard Specifications to read:

“The minimum compacted thickness of each lift shall be according to Article 406.06(d).”

Delete the minimum compacted lift thickness table in Article 312.05 of the Standard Specifications.

Revise the second paragraph of Article 355.02 of the Standard Specifications to read:

“The mixture composition used shall be IL-19.0.”

Revise Article 355.05(a) of the Standard Specifications to read:

“(a) The top lift thickness shall be 2 1/4 in. (60 mm) for mixture composition IL-19.0.”

Revise the Leveling Binder table and second paragraph of Article 406.05(c) of the Standard Specifications to read:

"Leveling Binder	
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L
> 1 1/4 to 2 (32 to 50)	IL-9.5 or IL-9.5L

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; and 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures."

Revise the table in Article 406.06(d) of the Standard Specifications to read:

"MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19)
SMA-9.5, IL-9.5, IL-9.5L	1 1/2 (38)
SMA-12.5	2 (50)
IL-19.0, IL-19.0L	2 1/4 (57)"

Revise the ninth paragraph of Article 406.14 of the Standard Specifications to read:

"Test strip mixture will be evaluated at the contract unit price according to the following."

Revise Article 406.14(a) of the Standard Specifications to read:

"(a) If the HMA placed during the initial test strip is determined to be acceptable the mixture will be paid for at the contract unit price."

Revise Article 406.14(b) of the Standard Specifications to read:

"(b) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within 2.0 to 6.0 percent air voids or within the individual control limits of the JMF according to the Department's test results, the mixture will not be paid for and shall be removed at the Contractor's expense. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Revise Article 406.14(c) of the Standard Specifications to read:

“(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF according to the Department’s test results, the mixture shall be removed. Removal will be paid according to Article 109.04. This initial mixture will be paid for at the contract unit price. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF.”

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

Delete the last sentence of Article 407.06(c) of the Standard Specifications.

Revise Note 2. of Article 442.02 of the Standard Specifications to read:

“Note 2. The mixture composition of the HMA used shall be IL-19.0 binder, designed with the same Ndesign as that specified for the mainline pavement.”

Delete the second paragraph of Article 482.02 of the Standard Specifications.

Revise the first sentence of the sixth paragraph of Article 482.05 of the Standard Specifications to read:

“When the mainline HMA binder and surface course mixture option is used on resurfacing projects, shoulder resurfacing widths of 6 ft (1.8 m) or less may be placed simultaneously with the adjacent traffic lane for both the binder and surface courses.”

Revise the second sentence of the fourth paragraph of Article 601.04 of the Standard Specifications to read:

“The top 5 in. (125 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density.”

Revise the second sentence of the fifth paragraph of Article 601.04 of the Standard Specifications to read:

“The top 8 in. (200 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density.”

Revise Article 1003.03(c) of the Standard Specifications to read:

“(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22. The fine aggregate gradation for SMA shall be FA/FM 20.

For mixture IL-4.75 and surface mixtures with an Ndesign = 90, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA 20 gradation.

For mixture IL-19.0, Ndesign = 90 the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20 or FA 22 gradation. For mixture IL-19.0, Ndesign = 50 or 70 the fine aggregate fraction shall consist of at least 50 percent manufactured sand meeting FA 20 or FA 22 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA.”

Delete the last sentence of the first paragraph of Article 1004.03(b) of the Standard Specifications.

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

“Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-19.0 IL-9.5	CA 11 <sup>1/</sup> CA 16, CA 13 <sup>3/</sup>
HMA Low ESAL	IL-19.0L IL-9.5L Stabilized Subbase or Shoulders	CA 11 <sup>1/</sup> CA 16
SMA <sup>2/</sup>	1/2 in. (12.5mm) Binder & Surface IL 9.5 Surface	CA13 <sup>3/</sup> , CA14 or CA16  CA16, CA 13 <sup>3/</sup>

1/ CA 16 or CA 13 may be blended with the gradations listed.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

Revise Article 1004.03(e) of the Supplemental Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption  $\leq 2.0$  percent.”

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

“High ESAL	IL-19.0 binder; IL-9.5 surface; IL-4.75; SMA-12.5, SMA-9.5
Low ESAL	IL-19.0L binder; IL-9.5L surface; Stabilized Subbase (HMA) <sup>1/</sup> ; HMA Shoulders <sup>2/</sup>

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift.”

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

**“1030.02 Materials.** Materials shall be according to the following.

Item .....	Article/Section
(a) Coarse Aggregate .....	1004.03
(b) Fine Aggregate .....	1003.03
(c) RAP Material .....	1031
(d) Mineral Filler .....	1011
(e) Hydrated Lime .....	1012.01
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2) .....	1032
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, “Warm Mix Asphalt Technologies”.

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

“(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

High ESAL, MIXTURE COMPOSITION (% PASSING) <sup>1/</sup>										
Sieve Size	IL-19.0 mm		SMA <sup>4/</sup> IL-12.5 mm		SMA <sup>4/</sup> IL-9.5 mm		IL-9.5 mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max
1 1/2 in. (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 <sup>5/</sup>	16	32 <sup>5/</sup>	34 <sup>6/</sup>	52 <sup>2/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 μm)			12	16	12	18				
#50 (300 μm)	6	15					4	15	15	30
#100 (150 μm)	4	9					3	10	10	18
#200 (75 μm)	3	6	7.0	9.0 <sup>3/</sup>	7.5	9.5 <sup>3/</sup>	4	6	7	9 <sup>3/</sup>
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 μm) sieve shall be ≤ 3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.



Delete Article 1030.04(a)(3) of the Standard Specifications.

Delete Article 1030.04(a)(4) of the Standard Specifications.

Revise Article 1030.04(b)(1) of the Standard Specifications to read:

- “(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

VOLUMETRIC REQUIREMENTS High ESAL				
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
	IL-19.0	IL-9.5	IL-4.75 <sup>1/</sup>	
50	13.5	15.0	18.5	65 – 78 <sup>2/</sup>
70			65 - 75	
90				

1/ Maximum Draindown for IL-4.75 shall be 0.3 percent

2/ VFA for IL-4.75 shall be 72-85 percent”

Revise the table in Article 1030.04(b)(2) of the Standard Specifications to read:

“VOLUMETRIC REQUIREMENTS Low ESAL				
Mixture Composition	Design Compactive Effort	Design Air Voids Target %	VMA (Voids in the Mineral Aggregate), % min.	VFA (Voids Filled with Asphalt Binder), %
IL-9.5L	N <sub>DES</sub> =30	4.0	15.0	65-78
IL-19.0L	N <sub>DES</sub> =30	4.0	13.5	N/A”

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

“(3) SMA Mixtures.

Volumetric Requirements SMA <sup>1/</sup>			
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
80 <sup>4/</sup>	3.5	17.0 <sup>2/</sup>	75 - 83
		16.0 <sup>3/</sup>	

- 1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.
- 2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- 4/ Blending of different types of aggregate will not be permitted. For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Delete Article 1030.04(b)(4) of the Standard Specifications.

Delete Article 1030.04(b)(5) from the Supplemental Specifications.

Delete last sentence of the second paragraph of Article 1102.01(a) (13) a.

Add to second paragraph in Article 1102.01 (a) (13) a.:

“As an option, collected bag-house dust may be used in lieu of manufactured mineral filler, provided; 1) there is enough available for the production of the SMA mix for the entire project and 2) a mix design was prepared with collected bag-house dust.”

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

"Parameter	Frequency of Tests		Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture	Low ESAL Mixture	
Aggregate Gradation  % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 µm) No. 200 (75 µm)	1 washed ignition oven test on the mix per half day of production	Note 3.	Illinois Procedure
Asphalt Binder Content by Ignition Oven  Note 1.	1 per half day of production		Illinois-Modified AASHTO T 308
VMA  Note 2.	Day's production ≥ 1200 tons:  1 per half day of production		Illinois-Modified AASHTO R 35
	Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Air Voids  Bulk Specific Gravity of Gyratory Sample  Note 4.	Day's production ≥ 1200 tons:  1 per half day of production		Illinois-Modified AASHTO T 312
	Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons:  1 per half day of production		Illinois-Modified AASHTO T 209
	Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

- Note 1. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.
- Note 2. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.
- Note 3. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident.
- Note 4. The WMA compaction temperature for mixture volumetric testing shall be  $270 \pm 5$  °F ( $132 \pm 3$  °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be  $270 \pm 5$  °F ( $132 \pm 3$  °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature, it shall be reheated to standard HMA compaction temperatures.”

Revise the table in Article 1030.05(d)(2)b. of the Standard Specifications to read:

“Parameter	High ESAL Mixture Low ESAL Mixture
Ratio Dust/Asphalt Binder	0.6 to 1.2
Moisture	0.3 %”

Revise the Article 1030.05(d)(4) of the Supplemental Specifications to read:

“(4) Control Limits. Target values shall be determined by applying adjustment factors to the AJMF where applicable. The target values shall be plotted on the control charts within the following control limits.

“CONTROL LIMITS						
Parameter	High ESAL		SMA		IL-4.75	
	Individual Test	Moving Avg. of 4	Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing: <sup>1/</sup>						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
No. 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
No. 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
No. 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
No. 30 (600 µm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content No. 200 (75 µm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Voids	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
VMA	-0.7 % <sup>2/</sup>	-0.5 % <sup>2/</sup>	-0.7 % <sup>2/</sup>	-0.5 % <sup>2/</sup>	-0.7 % <sup>2/</sup>	-0.5 % <sup>2/</sup>

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement

DENSITY CONTROL LIMITS		
Mixture Composition	Parameter	Individual Test
IL-4.75	N <sub>design</sub> = 50	93.0 - 97.4 % <sup>1/</sup>
IL-9.5	N <sub>design</sub> = 90	92.0 - 96.0 %
IL-9.5,IL-9.5L	N <sub>design</sub> < 90	92.5 - 97.4 %
IL-19.0	N <sub>design</sub> = 90	93.0 - 96.0 %
IL-19.0, IL-19.0L	N <sub>design</sub> < 90	93.0 <sup>2/</sup> - 97.4 %
SMA	N <sub>design</sub> = 80	93.5 - 97.4 %

1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.

2/ 92.0 % when placed as first lift on an unimproved subgrade.”

Revise the table in Article 1030.05(d)(5) of the Supplemental Specifications to read:

"CONTROL CHART REQUIREMENTS	High ESAL, Low ESAL, SMA & IL-4.75
Gradation <sup>1/ 3/</sup>	% Passing Sieves: 1/2 in. (12.5 mm) <sup>2/</sup> No. 4 (4.75 mm) No. 8 (2.36 mm) No. 30 (600 µm)
Total Dust Content <sup>1/</sup>	No. 200 (75 µm)
	Asphalt Binder Content
	Bulk Specific Gravity
	Maximum Specific Gravity of Mixture
	Voids
	Density
	VMA

1/ Based on washed ignition oven.

2/ Does not apply to IL-4.75.

3/ SMA also requires the 3/8 in. (9.5 mm) sieve.”

Delete Article 1030.05(d)(6)a.1.(b.) of the Standard Specifications.

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

**2) Design Verification and Production**

Description. The following states the requirements for Hamburg Wheel and Tensile Strength testing for High ESAL, IL-4.75, and Stone Matrix Asphalt (SMA) hot-mix asphalt (HMA) mixes during mix design verification and production.

Mix Design Testing. Add the following below the referenced AASHTO standards in Article 1030.04 of the Standard Specifications:

AASHTO T 324 Hamburg Wheel Test

AASHTO T 283 Tensile Strength Test

Add the following to Article 1030.04 of the Standard Specifications:

“(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department’s verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new and renewal mix designs will be required to be tested, prior to submittal for Department verification and shall meet the following requirements:

(1)Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements <sup>1/</sup>

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)
PG 70 -XX (or higher)	20,000	12.5
PG 64 -XX (or lower)	10,000	12.5

1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.  
 For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa).”

Production Testing. Revise Article 1030.06(a) of the Standard Specifications to read:

“(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”.

Before start-up, target values shall be determined by applying gradation correction factors to the JMF when applicable. These correction factors shall be determined from previous experience. The target values, when approved by the Engineer, shall be used to control HMA production. Plant settings and control charts shall be set according to target values.

Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable. After any JMF adjustment, the JMF shall become the Adjusted Job Mix Formula (AJMF). Upon completion of the first acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the Engineer may require a new test strip to be constructed. If the HMA placed during the initial test strip is determined to be unacceptable to remain in place by the Engineer, it shall be removed and replaced.

The limitations between the JMF and AJMF are as follows.

Parameter	Adjustment
1/2 in. (12.5 mm)	± 5.0 %
No. 4 (4.75 mm)	± 4.0 %
No. 8 (2.36 mm)	± 3.0 %
No. 30 (600 µm)	*
No. 200 (75 µm)	*
Asphalt Binder Content	± 0.3 %

\* In no case shall the target for the amount passing be greater than the JMF.

Any adjustments outside the above limitations will require a new mix design.

Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 (approximately 60 lb (27 kg) total).

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria is being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

The Department may conduct additional Hamburg Wheel tests on production material as determined by the Engineer.”



Revise the title of Article 1030.06(b) of the Standard Specifications to read:

“(b) Low ESAL Mixtures.”

Add the following to Article 1030.06 of the Standard Specifications:

“(c) Hamburg Wheel Test. All HMA mixtures shall be sampled within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day’s production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

The Department may conduct additional Hamburg Wheel Tests on production material as determined by the Engineer. If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria”

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria are being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

Method of Measurement:

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s  $G_{mb}$ .”

Basis of Payment.

Replace the seventh paragraph of Article 406.14 of the Standard Specifications with the following:

“For all mixes designed and verified under the Hamburg Wheel criteria, the cost of furnishing and introducing anti-stripping additives in the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

No additional compensation will be awarded to the Contractor because of reduced production rates associated with the addition of the anti-stripping additive.”

## **FLASHING BEACON INSTALLATION, RELOCATION AND REMOVAL**

Effective: January 1, 2007

Revised: July 1, 2015

This work shall consist of furnishing and installing a new flashing beacon installation, solar powered flashing beacon installation, relocation of existing flashing beacon, and/or the removal of the existing flashing beacon installation as shown on the plans and as described herein. The energy charges for the operation of the flashing beacon installation shall be paid for by the Department unless otherwise directed by the Engineer.

The installation, relocation and removal of flashing beacon installation shall be according to the applicable portions of Sections 800 and 1000 of the Standard Specifications for Road and Bridge Construction and District 1 Flashing Beacon Installation Details except as revised herein. LED signal heads shall be as modified in 880.01TS LED SIGNAL HEAD AND OPTICALLY PROGRAMMED LED SIGNAL HEAD Special Provision.

- (a) Flashing Beacon Installation. This item shall consist of installing a post mounted 12 inch (300 mm) L.E.D. single section red or yellow flashing beacon on a new or existing post as shown on the plans or as directed by the Engineer. This item shall include furnishing and installing a flasher controller in an aluminum cabinet, or integrated within the signal head, 12 inch (300 mm) L.E.D. red or yellow signal section with a dimmer if required by the Engineer, and all other hardware necessary to complete the installation.
- (b) Solar Powered Flashing Beacon Installation. This item shall consist of installation of a solar powered flashing beacon, post mounted as shown on the plans or as directed by the Engineer. This item shall consist of furnishing and installing a 12 inch (300 mm) single red or yellow flashing module on a new or existing post as shown on the plans or as directed by the Engineer. This item shall included furnishing and installing a flasher controller that is integrated within the signal head, with discrete solar panels, LED module, battery, electronics, compact housing and be capable of operating 24 hours, 7 days a week. The flasher unit shall be installed on standard wood or metal posts. The flash pattern shall be MUTCD compliant and have alternate flash patterns available. The battery shall have a life span of a minimum of 5 years and be field replaceable. The battery and electronics may be located inside the solar panel housing or signal head. The sections of the flasher unit shall be secured with tamper resistant stainless steel hardware and unless otherwise noted, the housing shall be black in color.
- (c) Relocate Existing Flashing Beacon. Relocation of an existing flashing beacon installation, as shown on the plans or as directed by the Engineer, shall meet the above requirements. This work shall include the complete relocation of the existing flashing beacon installation, the backfilling of the holes created by the removal of the poles, restoration of the surface to match the adjoining area.
- (d) Remove Existing Flashing Beacon Installation Complete. Removal of an existing flashing beacon installation shall be as shown on the plans or as directed by the Engineer and shall be according to applicable portions of Section 895 of the Standard Specifications. This work shall include a complete removal of an existing flashing beacon installation, backfilling of the holes created by the removal of the poles and restoration of the surface to match the adjoining area. The flashing beacon installation will be removed only after the permanent signal installation is accepted for maintenance, or as directed by the Engineer.

Basis of Payment.

This work shall be paid for at the contract unit price each for FLASHING BEACON INSTALLATION; SOLAR POWERED FLASHING BEACON INSTALLATION; RELOCATE EXISTING FLASHING BEACON or REMOVE EXISTING FLASHING BEACON INSTALLATION COMPLETE. The price shall be payment in full for all labor and material necessary to complete the work described above.

**DRAINAGE STRUCTURE TO BE REMOVED**

This work shall consist of the removal of existing drainage structures and shall be performed in accordance with all applicable articles of Section 605 of the Standard Specifications except that manholes, catch basins, and inlets shall all be considered as drainage structures. This work shall include all trench backfill required to fill excavated trenches.

In addition, this work shall include the removal and disposal of existing end sections at the location shown on the plans and as directed by the Engineer and conform to the applicable articles of Section 551 of the Standard Specifications.

Basis of Pavement. This work shall be paid for at the contract unit price per each for DRAINAGE STRUCTURE TO BE REMOVED, regardless of the type, which price shall include all necessary excavation, backfill, removal, and disposal.

**PIPE DRAIN REMOVAL**

Description. This work shall consist of removing pipe slope drains at the locations shown in the Plans and as directed by the Engineer.

Equipment. Equipment needed for this work includes a mini-excavator for digging up existing pipe drain, a truck for hauling away waste material, and a jackhammer for removing existing concrete collars that connect pipe drains to be removed with existing concrete lateral pipes.

CONSTRUCTION REQUIREMENTS

Removal Operations. Pipe drains should be removed in a careful manner so as to not damage existing drainage structures/facilities that are to remain. All damages resulting from careless removal operations shall be promptly repaired by the Contractor at no cost to the Department.

Disposal of Materials. All waste materials, including but not limited to, old pipe drains and end sections shall become property of the Contractor. The Contractor shall dispose of these materials in accordance with accepted Disposal Plan at no additional cost to the Department.

The Contractor shall insure that all Federal, State and Local permits related to disposal operations have been obtained, and the Contractor shall comply with all requirements of those permits.

Method of Measurement. This work will be measured for payment in feet (meters).

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for PIPE DRAIN REMOVAL.

## **GENERAL ELECTRICAL REQUIREMENTS**

Effective: January 1, 2012

Add the following to Article 801 of the Standard Specifications:

“Maintenance transfer and Preconstruction Inspection:

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side.. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

Condition of Existing Systems. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition.”

Add the following to the 1<sup>st</sup> paragraph of Article 801.05(a) of the Standard Specifications:

“Items from multiple disciplines shall not be combined on a single submittal and transmittal. Items for lighting, signals, surveillance and CCTV must be in separate submittals since they may be reviewed by various personnel in various locations.”

Revise the second sentence of the 5<sup>th</sup> paragraph of Article 801.05(a) of the Standard Specifications to read:

“The Engineer will stamp the submittals indicating their status as ‘Approved’, ‘Approved as Noted’, ‘Disapproved’, or ‘Information Only’.

Revise the 6<sup>th</sup> paragraph of Article 801.05(a) of the Standard Specifications to read:

Resubmittals. All submitted items reviewed and marked ‘Approved as Noted’, or ‘Disapproved’ are to be resubmitted in their entirety with a disposition of previous comments to verify contract compliance at no additional cost to the state unless otherwise indicated within the submittal comments.”

Revise Article 801.11(a) of the Standard Specifications to read:

Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance the of existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance.”

Add the following to Section 801 of the Standard Specifications:

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

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

Revise the 2<sup>nd</sup> paragraph of Article 801.16 of the Standard Specifications to read:

“When the work is complete, and seven days before the request for a final inspection, the full-size set of contract drawings. Stamped “RECORD DRAWINGS”, shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible.”

Add the following to Article 801.16 of the Standard Specifications:

“In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following electrical components being installed, modified or being affected in other ways by this contract:

- Last light pole on each circuit
- Handholes
- Conduit roadway crossings
- Controllers
- Control Buildings
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations
- CCTV Camera installations
- Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

1. Description of item
2. Designation or approximate station if the item is undesignated
3. Latitude
4. Longitude

Examples:

<b>Equipment Description</b>	<b>Equipment Designation</b>	<b>Latitude</b>	<b>Longitude</b>
CCTV Camera pole	ST42	41.580493	-87.793378
FO mainline splice handhole	HHL-ST31	41.558532	-87.792571
Handhole	HH at STA 234+35	41.765532	-87.543571
Electric Service	Elec Srv	41.602248	-87.794053
Conduit crossing	SB IL83 to EB I290 ramp SIDE A	41.584593	-87.793378
Conduit crossing	SB IL83 to EB I290 ramp SIDE B	41.584600	-87.793432
Light Pole	DA03	41.558532	-87.792571
Lighting Controller	X	41.651848	-87.762053
Sign Structure	FGD	41.580493	-87.793378
Video Collection Point	VCP-IK	41.558532	-87.789771
Fiber splice connection	Toll Plaza34	41.606928	-87.794053

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 100 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years.”

#### **UNDERPASS LUMINAIRE, HPS, STAINLESS STEEL HOUSING**

Effective: January 1, 2012

1. Description. This item shall consist of furnishing, testing as required, and installing a luminaire suitable for roadway underpasses as specified herein.
2. General.
  - 2.1 The luminaire shall be optically sealed, mechanically strong and easy to maintain.
  - 2.2 All wiring within the fixture shall have a minimum temperature rating of 125° C. In addition, the unit shall be designed to allow for a maximum supply wire rating of 90° C.
  - 2.3 All hardware of the housing, reflector, and ballast assembly shall be captive
  - 2.4 The luminaire shall be UL Listed for Wet Locations.
  - 2.5 The underpass luminaire shall be suitable for lighting a roadway underpass at approximate mounting height of 16 feet from a position suspended directly above the roadway.
  - 2.6 The luminaire shall be certified by the U.L. testing laboratory to meet the IP66 criteria of the International Electro technical Commission Standard 529.



3. Housing.

- 3.1 The housing shall be stainless steel and be made of 16 gauge minimum thickness stainless steel, Type 304, #2B finish.
- 3.2 Since the installed location of the luminaires has severe space limitations that prohibit servicing the luminaire from the top or side of the fixture, the luminaire must be serviceable from the bottom of the housing when in the installed position. Both ballast and optical compartments must be serviceable from the bottom of the fixture. Fixtures which open from the top or sides are not acceptable.
- 3.3 The housing shall have a maximum width of 13”
- 3.4 All internal and external hardware, unless specifically specified otherwise, shall be made of stainless steel.
- 3.5 Stainless Steel Housing
  - 3.5.1 The stainless steel housing, and lens frame shall be made of 16 gauge minimum thickness stainless steel, Type 304 #2B.
  - 3.5.2 All housing and frame components shall be cut within with a laser with a positioning accuracy of +/- .004” for assembly accuracy and machine welded to minimize irregularities in the weld joint.
  - 3.5.3 All seams in the housing enclosure shall be welded by continuous welding. Stainless steel weld wire shall be used for all welds. A sample weld shall be submitted for review and approval.
  - 3.5.4 The luminaire lens shall be flush, within 3.1 mm (0.122”), of the lens frame.
  - 3.5.5 The lens frame shall be flat and the frame and luminaire housing shall not have any protruding flanges.
  - 3.5.6 The lens frame assembly shall consist of a one-piece 16 gauge 304 stainless steel external frame with the lens facing toward the housing and a 16 gauge 304 stainless internal frame with the legs facing away from the housing. The internal frame shall have seam welded corners for added strength. The two panels will sandwich the glass lens and be fastened together with the use of no less than 10 #10 stainless steel fasteners.
  - 3.5.7 The lens frame and the door frame shall each be secured through the use of two stainless steel draw latches secured to the fixture housing.

- 3.5.8 When in open position, it shall be possible to un-hinge and remove the lens frame for maintenance. The lens frame hinge shall be stainless steel and designed so that there must be a conscious action of the maintenance personnel to remove the lens frame. The frame hinging method shall not be designed so that bumping the frame accidentally could allow the frame to fall to the roadway surface. The removal method must be accomplished without the use of tools or hardware. The hinge pin shall be a minimum of 6.35 mm (0.250") in diameter. The pin shall be spring loaded and retractable with a safety catch to hold the pin in the retracted position for ease of maintenance.
- 3.5.9 The suspended housing shall be divided into two compartments, one for the ballast and optical assembly, the other for wire connections. The optical chamber shall be sealed from the environment. The wire portal between compartments shall be sealed so as to prevent air exchange through the portal. There shall be an internally mounted breather mechanism to allow internal and external air pressure to equalize without permitting dust or water into the unit.
- 3.5.10 The ballast and all electrical equipment shall be mounted to a removable aluminum chassis with a minimum thickness of 3.175, (0.125"). The chassis shall be held in place with captive stainless steel hardware. The hardware shall include a bracket that can be loosened and shifted to allow the chassis to pivot away from fastened position for removal. The splice box shall include a heavy-duty 3 pole terminal block to accommodate #6 conductors and a KTK 2 amp fuse with HPC fuse holder or approved equal. Quick-connect power distribution terminal blocks shall be a molded thermoset plastic, rated 70A, 600V and have 3 poles, each with (4) .250 quick connect terminals. Operating temperature rating to be 150° C. Input wire size shall accommodate #2-#14 AWG. Torque rating shall be 45 in./lb. Maximum. Agency approvals shall be UL E62622; CSA LR15364.
- 3.5.11 Ballast compartment surfaces shall be deburred and free of sharp edges, points or corners that may come in contact with installers or service personnel.

4. Gasketing:

- 4.1 The junction between the lens frame and the ballast housing door and the housing shall be sealed with a one-piece vulcanized or molded high temperature solid silicone rubber gasket with the equivalent of a 60 Shore A durometer rating. The gasket between the lens frame and the luminaire housing shall be securely attached by mechanical means, such a retaining lip to prevent the movement of the gasket. The gasket may not be secured by adhesive means exclusively. The lens and ballast housing doors shall be designed and constructed so they seal to the gasket on a flat surface. The frame shall not seal to the gasket using the edge of leg on a doorframe. The lens shall be sealed inside of the lens frame with the use of a one-piece solid silicone rubber gasket with ribbed flanges and a rating of 60 Shore A Durometer
- 4.2 The junction between conduit connections to the luminaire and the lens frame junction to the housing shall withstand entry of water when subjected to a water jet pressure of 207 kPa (30 lbs. Per sq. inch), tested under laboratory conditions. Submittal information shall include data relative to gasket thickness and density and the means of securing it in place.

5. Mounting Brackets

- 5.1 The brackets shall be properly sized to accommodate the weight of the luminaire with calculations or other suitable reference documentation submitted to support the material choice.
- 5.2 The luminaire shall have an opening in the housing for installation (by others) of a 28.1 mm (3/4 inch) diameter flexible conduit. The location of the opening will be determined by the Engineer during the shop drawing review.

6. Lamp Socket:

- 6.1 The lamp socket shall be a 4KV pulse rated mogul type, porcelain glazed enclosed, and be provided with grips, or other suitable means to hold the lamp against vibration. The rating of the socket shall exceed the lamp starting voltage, or starting pulse voltage rating.
- 6.2 If the lamp socket is of the sealed removable type, proper alignment of the socket shall be provided and molded into the socket assembly and indicated in a contrasting color.
- 6.3 If the lamp socket is adjustable, the factory setting must be indicated legibly in the luminaire housing.

7. ANSI Identification Decal:

A decal, complying to ANSI standard C136-15 for luminaire wattage and distribution type, shall be factory attached permanently to the luminaire. The information contained in the decal shall enable a viewer, from the ground level, to identify the lamp wattage and type of luminaire distribution.

8. Optical Assembly:

8.1 Lens and Lens Frame. The lens shall be made of crystal clear, impact and heat resistant tempered glass a minimum of 6.35 mm (0.25") thick. The lens shall be held in such a manner as to allow for its expansion and contraction, due to temperature variation. The lens shall be a flat glass design.

8.2 Reflector:

8.2.1 The reflector shall be hydro formed aluminum, 0.063" thick, bright-dip and clear anodized finish.

8.2.2 The reflector shall be secured with a stainless steel aircraft cable during maintenance operations.

8.2.3 If the reflector has multiple light distribution positions, each position must have positive stop/mounting with the original factory distribution identified.

8.2.4 The luminaire shall be photometrically efficient. Luminaire efficiency, defined by the I.E.S. as "the ratio of luminous flux (lumens) emitted by a luminaire to that emitted by the lamp or lamps used within", shall not be less than 67%. Submittal information shall include published efficiency data.

8.2.5 The reflector, the refractor or lens, and the entire optical assembly shall not develop any discoloration over the normal life span of the luminaire.

8.2.6 The reflector shall not be altered by paint or other opaque coatings which would cover or coat the reflecting surface. Control of the light distribution by any method other than the reflecting material and the aforementioned clear protective coating that will alter the reflective properties of the reflecting surface is unacceptable

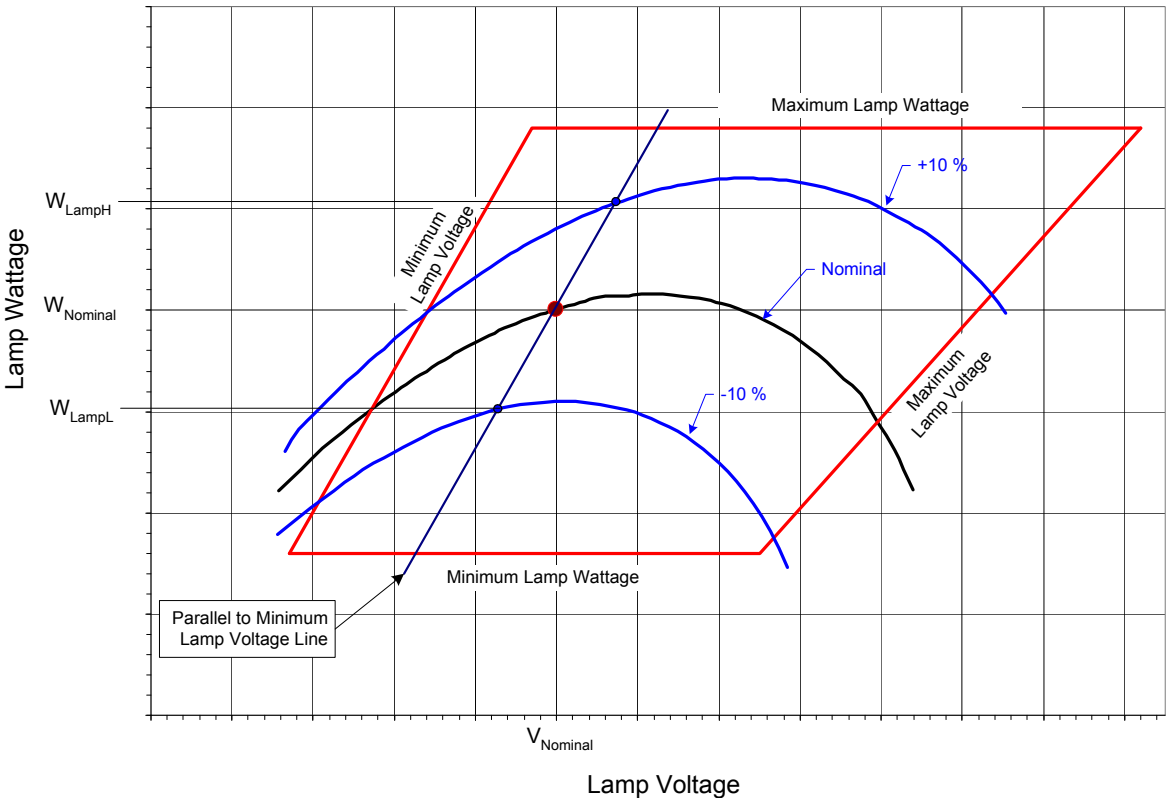
9. Ballast:

9.1 The ballast shall be a High Pressure Sodium, high power factor, lead type, Isolated Regulator Ballast (CWI) or a Constant Wattage Auto-regulator (CWA), for operation on a nominal 240 volt system.

- 9.2 The ballast shall be designed to furnish proper electrical characteristics for starting and operating a high pressure sodium vapor lamp of the specified rating at ambient temperatures of -29 degrees to +40 degrees C. The ballast windings shall be adequately impregnated and treated for protection against the entrance of moisture, insulated with Class H insulation, and able to withstand the NEMA standard dielectric test.
- 9.3 The ballast shall include an electronic starting assembly. The starter assembly shall be comprised of solid state devices capable of withstanding ambient temperatures of 85 degrees C. The starter shall provide timed pulsing with sufficient follow-through current to completely ionize and start all lamps. Minimum amplitude of the pulse shall be 2,500 volts, with a width of one (1) microsecond at 2,250 volts, and shall be applied within 20 electrical degrees of the peak of the open circuit voltage wave with a repetition rate as recommended by the lamp manufacturer for the 60 cycle wave. The lamp peak pulse current shall be a minimum of 0.2 amperes. Proper ignition shall be provided over a range of input voltage from 216 to 264 volts. The starter component shall be field replaceable and completely interchangeable with no adjustment necessary for proper operation. The starter component shall have push-on type electrical terminations to provide good electrical and mechanical integrity and ease of replacement. Terminal configuration shall preclude improper insertion of plug-in components. The starter circuit board shall be treated in an approved manner to provide a water and contaminant-resistant coating.
- 9.4 The ballast shall have an overall power factor of at least 0.9 when operated under rated lamp load.
- 9.5 The ballast shall withstand a 2,500 volt dielectric test between the core and windings without damage to the insulation.
- 9.6 The ballast shall not subject the lamp to a crest factor exceeding 1.8 and shall operate the lamp without affecting adversely the lamp life and performance.
- 9.7 The ballast shall be designed to ANSI Standards and shall be designed and rated for operation on a nominal 240 volt system. The ballast shall provide positive lamp ignition at the input voltage of 216 volts. It shall operate the lamp over a range of input voltages from 216 to 264 volts without damage to the ballast. It shall provide lamp operation within lamp specifications for rated lamp life at input design voltage range. Operating characteristics shall produce output regulation not exceeding the following values:

Nominal Ballast Wattage	Maximum Ballast Regulation
400	25%
310	26%
250	22%
150	22%
70	17%

For this measure, regulation shall be defined as the ratio of the lamp watt difference between the upper and lower operating curves to the nominal lamp watts; with the lamp watt difference taken within the ANSI trapezoid at the nominal lamp operating voltage point parallel to the minimum lamp volt line:



$$\text{Ballast Regulation} = \frac{W_{LampH} - W_{LampL}}{W_{LampN}} \times 100$$

where:

- $W_{LampH}$  = lamp watts at +10% line voltage (264v)
- $W_{LampL}$  = lamp watts at - 10% line voltage (216v)
- $W_{lampN}$  = lamp watts at 240v"

9.8 Ballast losses, based on cold bench tests, shall not exceed the following values:

Nominal Ballast Wattage	Maximum Ballast Losses
400	16.0%
310	19.0%
250	17.5%
150	26.0%
70	34.0%

Ballast losses shall be calculated based on input watts and lamp watts at nominal system voltage as indicated in the following equation:

$$\text{Ballast Losses} = \frac{W_{Line} - W_{Lamp}}{W_{Lamp}} \times 100$$

where:

$W_{line}$  = line watts at 240v

$W_{lamp}$  = lamp watts at 240v

- 9.9 Ballast output to lamp. At nominal system voltage and a lamp voltage of 52v, the ballast shall deliver a lamp wattage within  $\pm 4\%$  of the nominal lamp wattage. For a 70w luminaire, the ballast shall deliver 70 watts  $\pm 4\%$  at a lamp voltage of 52v for the nominal system voltage of 240v.
- 9.10 Ballast output over lamp life. Over the life of the lamp the ballast shall produce an average of the nominal lamp rating  $\pm 5\%$ . Lamp wattage readings shall be taken at 5-volt increments throughout the ballast trapezoid. The lamp wattage values shall then be averaged within the trapezoid and shall be within  $\pm 5\%$  of the nominal ballast rating. Submittal documents shall include a tabulation of the lamp wattage vs. lamp voltage readings.
- 9.11 The ballast shall be integral to the luminaire. The ballast components shall be mounted on a removable door or on a removable mounting tray. The ballast tray or mounting door shall be manufactured with dissimilar metal conflicts kept to a minimum.
- 9.12 Ballast wiring and lamp socket wiring shall be connected by means of keyed plugs. Upon unplugging the ballast wiring the entire ballast assembly shall be removable for maintenance. The plugs shall not be interchangeable to avoid improper connection of the assemblies.
- 9.13 The mounting adjustments and wiring terminals shall be readily accessible. The removable door or pad shall be secure when fastened in place and all individual components shall be secure upon the removable element. Upon ballast assembly removal, each component shall be readily removable for replacement.

- 9.14 The luminaire shall be completely wired. All wiring connections within the luminaire shall be made with insulated compression connectors or insulated terminal blocks. An insulated terminal block shall be provided to terminate the incoming supply wires. The terminal block shall be rated for 600 volts and shall accommodate wire sizes from #10 to #6 AWG. The use of "wire nuts" is unacceptable. A ground terminal shall be provided for the connection of a ground wire.
- 9.15 Ballast and lamp Leads shall not be smaller than #16 AWG conductors rated at a minimum temperature rating of 90° C.
- 9.16 All wires shall be coded by tagging and/or color coding for proper identification. A complete legible permanently attached wiring diagram (no smaller than 3" x 4" with a min. font size of 8 pts.) coordinated with the wire identifications shall be displayed at the convenient location on the interior of the luminaire. The wiring diagram shall be oriented so that it is right side up and readable when the luminaire is in the installed position.
- 9.17 The ballast shall not be excessively noisy. Noticeable noisy ballasts, as determined by the Engineer, shall be replaced at no additional cost to the State.
- 9.18 The ballast shall provide lamp operation within lamp specifications for the rated lamp life at the input design voltage range. It shall have a 6 month operation capability with a cycling lamp.
- 9.19 Submittal information shall include manufacturer's literature and data to confirm compliance with all specified requirements including an ANSI Standard Ballast Characteristic Graph (Trapezoid) diagram, with all items clearly identified.

**10. Photometric Performance:**

- 10.1 The luminaire photometric performance shall produce results equal to or better than those listed in the included Luminaire Performance Table. Submittal information shall include computer calculations based on the controlling given conditions which demonstrate achievement of all listed performance requirements. The computer calculations shall be done according to I.E.S. recommendations and the submitted calculations shall include point-by-point illuminance, luminance and veiling luminance as well as listings of all indicated averages and ratios as applicable. Calculations shall be performed with AGI32. The program used to perform the calculations shall be identified on the submittal. The submittal data shall also include all photometric calculations files with the proposed photometric data on a CD ROM. The performance requirements shall define the minimum number of decimal places used in the calculations. Rounding of calculations shall not be allowed.
- 10.2 In addition to computer printouts of photometric performance, submittal information shall include: Descriptive literature; an Isofootcandle chart of horizontal lux (footcandles); Utilization curve; Isocandela diagram; Luminaire classification per ANSI designation; Candlepower values at every 2.5 degree intervals; Candlepower tables are to be provided on CD ROM in the IES format as specified in IES publication LM-63.



**IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE #5**  
**1 Lane Cross Section**

<b>GIVEN CONDITIONS</b>		
<b>ROADWAY DATA</b>	Pavement Width	16 ft
	Number of Lanes	1
	I.E.S. Surface Classification	R3
	Q-Zero Value	.07
<b>LIGHT POLE DATA</b>	Mounting Height	15 ft
	Mast Arm Length	0 ft
	Pole Set-Back From Edge of Pavement	12 ft
<b>LUMINAIRE DATA</b>	Lamp Type	HPS
	Lamp Lumens	9,500
	I.E.S. Vertical Distribution	Medium
	I.E.S. Control Of Distribution	Cutoff
	I.E.S. Lateral Distribution	III
	Total Light Loss Factor	0.65
<b>LAYOUT DATA</b>	Spacing	30 ft
	Configuration	Single Side
	Luminaire Overhang over edge of pavement	-12 ft

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

<b>PERFORMANCE REQUIREMENTS</b>		
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**NOTE:** These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

<b>ILLUMINATION</b>	Ave. Horizontal Illumination, $E_{AVE}$	18 Lux
	Uniformity Ratio, $E_{AVE}/E_{MIN}$	2.5:1
<b>LUMINANCE</b>	Average Luminance, $L_{AVE}$	1.2 Cd/m <sup>2</sup>
	Uniformity Ratio, $L_{AVE}/L_{MIN}$	2.5:1
	Uniformity Ratio, $L_{MAX}/L_{MIN}$	4:1
	Veiling Luminance Ratio, $L_V/L_{AVE}$	0.3:1

11. Independent Testing:

- 11.1 Independent testing of luminaires shall be required whenever the quantity of luminaires of a given wattage and distribution, as indicated on the plans, is 50 or more. For each luminaire type to be so tested, one luminaire plus one luminaire for each 50 luminaires shall be tested. Example: *A plan quantity of 75 luminaires would dictate that 2 to be tested; 135 luminaires would dictate that three be tested.*
- 11.2 The Contractor shall be responsible for all costs associated with the specified testing, including but not limited to shipping, travel and lodging costs as well as the costs of the tests themselves, all as part of the bid unit price for this item. Travel, lodging and other associated costs for travel by the Engineer shall be direct-billed to or shall be pre-paid by the Contractor, requiring no direct reimbursement to the Engineer or the independent witness, as applicable.
- 11.3 Commitment to test. The Vendor shall select one of the following options for the required testing with the Engineer's approval:
- a. Engineer Factory Selection for Independent Lab: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. The Contractor shall propose an independent test laboratory for approval by the Engineer. The selected luminaires shall be marked by the Engineer and shipped to the independent laboratory for tests.
  - b. Engineer Witness of Independent Lab Test: The Contractor may select this option if the independent testing laboratory is within the state of Illinois. The Engineer shall select, from the project luminaires at the manufacturer's facility or at the Contractor's storage facility, luminaires for testing by the independent laboratory.
  - c. Independent Witness of Manufacturer Testing: The independent witness shall select from the project luminaires at the manufacturer's facility or at the Contractor's storage facility, the luminaires for testing. The Contractor shall propose a qualified independent agent, familiar with the luminaire requirements and test procedures, for approval by the Engineer, to witness the required tests as performed by the luminaire manufacturer. The independent witness shall:
    - ▶ Have been involved with roadway lighting design for at least 15 years.
    - ▶ Not have been the employee of a luminaire or ballast manufacturer within the last 5 years.
    - ▶ Be a member of IESNA in good standing.
    - ▶ Provide a list of professional references.

- d. Engineer Factory Selection and Witness of Manufacturer Testing: The Contractor may select this option if the manufacturing facility is within the state of Illinois. At the manufacturer's facility, the Engineer shall select the luminaires to be tested and shall be present during the testing process. The Contractor shall schedule travel by the Engineer to and from the Manufacturer's laboratory to witness the performance of the required tests.

In all cases, the selection of luminaires shall be a random selection from the entire completed lot of luminaires required for the contract. Selections from partial lots will not be allowed. The selection of the testing option shall be presented with the information submitted for approval. The proposed independent laboratory or independent witness shall be included with that information. The selection of the testing option shall be presented with the information submitted for approval. The proposed independent laboratory or independent witness shall be included with that information.

- 11.4 The testing performed shall include photometric, electrical, heat and water jet testing.
- 11.5 Photometric testing shall be in accordance with IES recommendations except that the selected luminaire(s) shall be tested as manufactured without any disassembly or modification and, as a minimum shall yield an isocandela chart, with max candela point and half candela trace indicated, an isocandela diagram, maximum plane and cone plots of candela, a candlepower table (house and street side), a coefficient of utilization chart, a luminous flux distribution table, and complete calculations based on specified requirements and tests.
- 11.6 Electrical testing shall conform to NEMA and ANSI standards and as a minimum, shall yield a complete check of wiring connections, a ballast dielectric test, total ballast losses in watts and percent of input, a lamp volt-watt trace, regulation data, a starter test, lamp current crest factor, power factor (minimum over the design range of input voltage at nominal lamp voltage) and, a table of ballast characteristics showing input amperes, watts and power factor, output volts, amperes, watts and lamp crest factor as well as ballast losses over the range of values required to produce the lamp volt-watt trace. Ballast test data shall also be provided in an electronic format acceptable to the Engineer to demonstrate compliance with sections 9.7, 9.8, 9.9 and 9.10.
- 11.7 Heat Testing. Heat testing shall be conducted to ensure that the luminaire complies with UL 1572. An ambient temperature of 40 degrees centigrade (104 degrees F) shall be used for the test.

11.8 Water spray test. The luminaires must pass the following water spray test.:

A spray apparatus consisting of four spray nozzles set at an angle of 30 degrees from the vertical plane space 30 inches apart on a 2 inch pipe, each delivering 12 gallons of water per minute at a minimum of 100 psi at each nozzle in a 90 degree cone. A water pressure gauge shall be installed at the first nozzle.

The luminaires shall be mounted in a ceiling configuration and with each nozzle set a distance of 18 inches below the fixture in the vertical plane and 18 inches away in the horizontal plane from the fixture lens, apply spray for a duration of 3 minutes at a minimum of 100 psi. When opened, the fixture shall not show any signs of leakage.

The above test shall be repeated in the opposite horizontal plane from the fixture lens with no signs of leakage.

The summary report and the test results shall be certified by the independent test laboratory or the independent witness, as applicable, and shall be sent by certified mail directly to the Engineer. A copy of this material shall be sent to the Contractor and luminaire manufacturer at the same time.

11.9 Should any of the tested luminaires of a given distribution type and wattage fail to satisfy the specifications and perform according to approved submittal information, the luminaire of that distribution type and wattage shall be unacceptable and be replaced by alternate equipment meeting the specifications with the submittal and testing process repeated in their entirety; or corrections made to achieve required performance. In the case of corrections, the Vendor shall advise the Engineer of corrections made and shall request a repeat of the specified testing and, if the corrections are deemed reasonable by the Engineer, the testing process shall be repeated. The number of luminaires to be tested shall be the same quantity as originally tested. Luminaires which are not modified or corrected shall not be re-tested without prior approval from the Engineer.

Coordination shall be the Vendor's responsibility. Failure to coordinate arrangements and notice shall not be grounds for additional compensation or extension of time.

Submittal information shall include a statement of intent to provide the testing as well as a request for approval of the chosen laboratory.

12. Installation.

- 12.1 Underpass luminaires shall be either attached to structures (such as piers, etc.) or suspended from structures (such as bridge decks) as indicated or implied by the configuration on the Plans. Mounting, including all hardware and appurent items, shall be included as part of this item.
- 12.2 Unless otherwise indicated, suspended underpass luminaires shall be installed one-inch above the lowest underpass beam and shall be mounted using vibration dampening assemblies. All mounting hardware shall be corrosion resistant and shall be stainless steel unless otherwise indicated.
- 12.3 The Engineer reserves the right to select the final light distribution pattern, luminaire aiming angle and change it as deemed necessary to produce the proper pavement luminance.
- 12.4 Surface mounted luminaires, all luminaires not mounted on suspension rods, shall have one-inch thick stainless steel spacers installed between the luminaire and the deck or wall.

13. Guarantee.

The Vendor shall provide a written guarantee for materials, and workmanship for a period of 6 months after final acceptable of the lighting system.

14. Documentation.

All instruction sheets required to be furnished by the manufacturer for materials and supplies and for operation of the equipment shall be delivered to the Engineer.

The manufacturer shall have been incorporated for at least five years and shall have at least five years in the design and manufacturing of roadway underpass lighting. The manufacturer shall provide evidence of financial strength to finance the production of the project by submitting the name of at least three projects completed in the previous calendar year of greater than \$250,000 each. All steel used in the project shall be certified to be provided domestically, and all fixture components used shall be manufactured domestically.

15. Method of Measurement. Luminaires shall be counted, each.

16. Basis of Payment. This item shall be paid at the contract unit price each for UNDERPASS LUMINAIRE, of the wattage specified, HIGH PRESSURE SODIUM VAPOR, which shall be payment in full for the material and work described herein.

## **MAINTENANCE OF LIGHTING SYSTEMS**

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. The request for the maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

The contractor shall be responsible for the maintenance of all lighting circuits on controller "M" and controller "N", except for the existing and proposed I-55 underpass lighting. The contractor shall coordinate with the contract 60W78 (NB First Avenue Bridge over I-55) contractor for shared access to these lighting controllers, since they will be performing maintenance on this underpass lighting. The contractor will be responsible for full maintenance of lighting controllers "V" and "Z"

### **Maintenance of Existing Lighting Systems**

**Existing lighting systems.** Existing lighting systems shall be defined as any lighting system or part of a lighting system in service at the time of contract Letting. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

### **Extent of Maintenance.**

**Partial Maintenance.** Unless otherwise indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

**Full Maintenance.** If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits.

### **Maintenance of Proposed Lighting Systems**

**Proposed Lighting Systems.** Proposed lighting systems shall be defined as any lighting system or part of a lighting system, temporary or permanent, which is to be constructed under this contract.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, vandalism, or other means. The potential cost of replacing or repairing any malfunctioning, damaged, or vandalized equipment shall be included in the bid price of this item and will not be paid for separately.

### **Lighting System Maintenance Operations**

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, State of Illinois, Department of Transportation, Division of Highways, District One. These responsibilities shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service. The equipment shall then be re-set by the contractor within the time limits specified herein.

If the equipment damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	na	7 Calendar days
Radio problem	1 hour	4 hours	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out – Needs to reset breaker	1 hour	4 hours	na
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	na
Outage of 75% of lights on one tower	1 hour	4 hours	na
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	na
Outage (single or multiple) found on night outage survey or reported to EMC	na	na	7 Calendar days
Navigation light outage	na	na	24 hours

- **Service Response Time** -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- **Service Restoration Time** – amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.



Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from any monies owed to the Contractor. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

### **Operation of Lighting**

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods.

Method of Measurement. The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request. Months in which the lighting systems are not maintained and not operational will not be paid for. Payment shall not be made retroactively for months in which lighting systems were not operational.

Basis of Payment. Maintenance of lighting systems shall be paid for at the contract unit price per calendar month for **MAINTENANCE OF LIGHTING SYSTEM**, which shall include all work as described herein.

### **LUMINAIRE**

Effective: January 1, 2012

Add the following to first paragraph of Article 1067(c) of the Standard Specifications:

"The reflector shall not be altered by paint or other opaque coatings which would cover or coat the reflecting surface. Control of the light distribution by any method other than the reflecting material and the aforementioned clear protective coating that will alter the reflective properties of the reflecting surface is unacceptable"

Add the following to Article 1067(f) of the Standard Specifications:

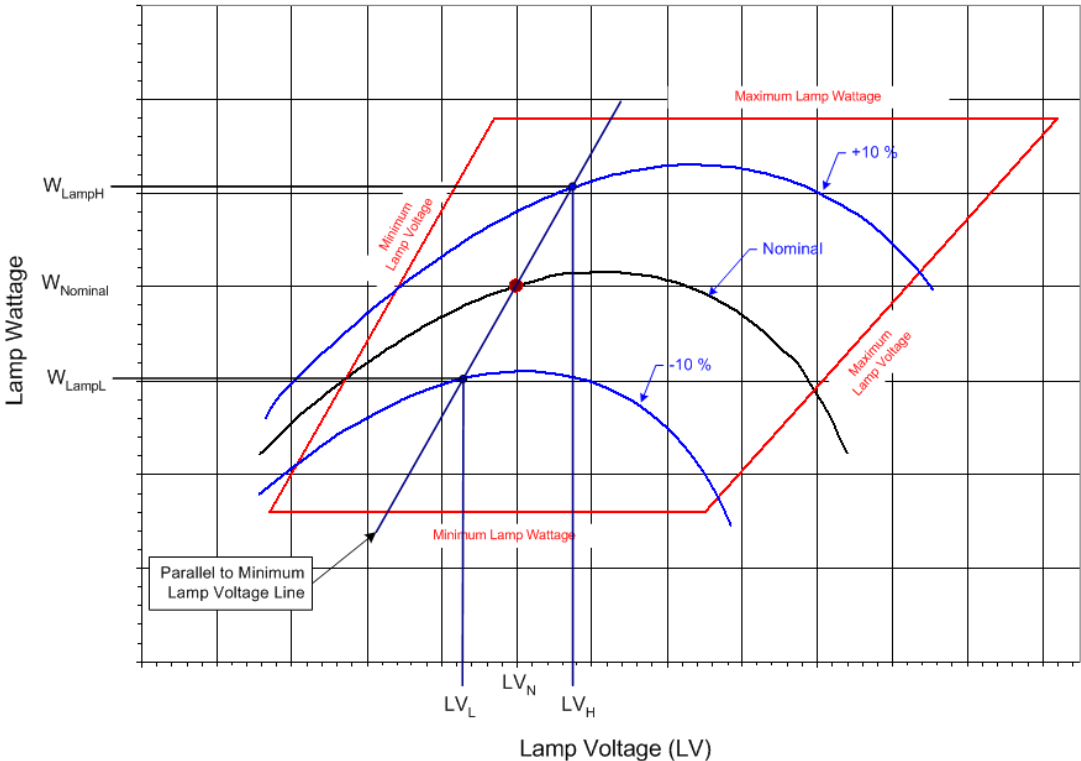
"The ballast shall be a High Pressure Sodium, high power factor, constant wattage auto-regulator, lead type (CWA) for operation on a nominal 240 volt system."

Revise Article 1067(f)(1) of the Standard Specifications to read:

“The high pressure sodium, auto-regulator, lead type (CWA) ballast shall be designed to ANSI Standards and shall be designed and rated for operation on a nominal 240 volt system. The ballast shall provide positive lamp ignition at the input voltage of 216 volts. It shall operate the lamp over a range of input voltages from 216 to 264 volts without damage to the ballast. It shall provide lamp operation within lamp specifications for rated lamp life at input design voltage range. Operating characteristics shall produce output regulation not exceeding the following values:

<b>Nominal Ballast Wattage</b>	<b>Maximum Ballast Regulation</b>
750	25%
400	26%
310	26%
250	26%
150	24%
70	18%

For this measure, regulation shall be defined as the ratio of the lamp watt difference between the upper and lower operating curves to the nominal lamp watts; with the lamp watt difference taken within the ANSI trapezoid at the nominal lamp operating voltage point parallel to the minimum lamp volt line:



$$\text{Ballast Regulation} = \frac{W_{LampH} - W_{LampL}}{W_{LampN}} \times 100$$

where:

- $W_{LampH}$  = lamp watts at +10% line voltage when Lamp voltage =  $LV_H$
- $W_{LampL}$  = lamp watts at - 10% line voltage when lamp voltage =  $LV_L$
- $W_{LampN}$  = lamp watts at nominal lamp operating voltage =  $LV_N$

Wattage	Nominal Lamp Voltage, $LV_N$	$LV_L$	$LV_H$
750	120v	115v	125v
400	100v	95v	105v
310	100v	95v	105v
250	100v	95v	105v
150	55v	50v	60v
70	52v	47v	57v

Ballast losses, based on cold bench tests, shall not exceed the following values:

Nominal Ballast Wattage	Maximum Ballast Losses
750	15%
400	20%
310	21%
250	24%
150	26%
70	34%

Ballast losses shall be calculated based on input watts and lamp watts at nominal system voltage as indicated in the following equation:

$$\text{Ballast Losses} = \frac{W_{Line} - W_{Lamp}}{W_{Lamp}} \times 100$$

where:

$W_{line}$  = line watts at nominal system voltage

$W_{lamp}$  = lamp watts at nominal system voltage

Ballast output to lamp. At nominal system voltage and nominal lamp voltage, the ballast shall deliver lamp wattage with the variation specified in the following table.

Nominal Ballast Wattage	Output to lamp variation
750	± 7.5%
400	± 7.5%
310	± 7.5%
250	± 7.5%
150	± 7.5%
70	± 7.5%

Example: For a 400w luminaire, the ballast shall deliver 400 watts ±7.5% at a lamp voltage of 100v for the nominal system voltage of 240v which is the range of 370w to 430w.

Ballast output over lamp life. Over the life of the lamp the ballast shall produce average output wattage of the nominal lamp rating as specified in the following table. Lamp wattage readings shall be taken at 5-volt increments throughout the ballast trapezoid. Reading shall begin at the lamp voltage ( $L_V$ ) specified in the table and continue at 5 volt increments until the right side of the trapezoid is reached. The lamp wattage values shall then be averaged and shall be within the specified value of the nominal ballast rating. Submittal documents shall include a tabulation of the lamp wattage vs. lamp voltage readings.

Nominal Ballast Wattage	LV Readings begin at	Maximum Wattage Variation
750	110v	$\pm 7.5\%$
400	90v	$\pm 7.5\%$
310	90v	$\pm 7.5\%$
250	90v	$\pm 7.5\%$
150	50v	$\pm 7.5\%$
70	45v	$\pm 7.5\%$

Example: *For a 400w luminaire, the averaged lamp wattage reading shall not exceed the range of  $\pm 7.5\%$  which is 370w to 430w*

Add the following to Article 1067(h) of the Standard Specifications:

“Independent Testing. Independent testing of luminaires shall be required whenever the pay item quantity of luminaires of a given pay item, as indicated on the plans, is 50 or more. For each luminaire type to be so tested, one luminaire plus one luminaire for each 50 luminaires shall be tested. Example: *A plan pay item quantity of 75 luminaires for a specific pay item would dictate that 2 be tested; 135 luminaires would dictate that three be tested.*” If the luminaire performance table is missing from the contract documents, the luminaire(s) shall be tested and the test results shall be evaluated against the manufacturer’s data as provided in the approved material submittal. The test luminaire(s) results shall be equal to or better than the published data. If the test results indicated performance not meeting the published data, the test luminaire will be designated as failed and corrective action as described herein shall be performed.

The Contractor shall be responsible for all costs associated with the specified testing, including but not limited to shipping, travel and lodging costs as well as the costs of the tests themselves, all as part of the bid unit price for this item. Travel, lodging and other associated costs for travel by the Engineer shall be direct-billed to or shall be pre-paid by the Contractor, requiring no direct reimbursement to the Engineer or the independent witness, as applicable”

The Contractor shall select one of the following options for the required testing with the Engineer's approval:

- a. Engineer Factory Selection for Independent Lab: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. The Contractor shall propose an independent test laboratory for approval by the Engineer. The selected luminaires shall be marked by the Engineer and shipped to the independent laboratory for tests.
- b. Engineer Witness of Independent Lab Test: The Contractor may select this option if the independent testing laboratory is within the state of Illinois. The Engineer shall select, from the project luminaires at the manufacturer's facility or at the Contractor's storage facility, luminaires for testing by the independent laboratory.
- c. Independent Witness of Manufacturer Testing: The independent witness shall select from the project luminaires at the manufacturers facility or at the Contractor's storage facility, the luminaires for testing. The Contractor shall propose a qualified independent agent, familiar with the luminaire requirements and test procedures, for approval by the Engineer, to witness the required tests as performed by the luminaire manufacturer.

The independent witness shall as a minimum meet the following requirements:

- ▶ Have been involved with roadway lighting design for at least 15 years.
- ▶ Not have been the employee of a luminaire or ballast manufacturer within the last 5 years.
- ▶ Not associated in any way (plan preparation, construction or supply) with the particular project being tested.
- ▶ Be a member of IESNA in good standing.
- ▶ Provide a list of professional references.

This list is not an all-inclusive list and the Engineer will make the final determination as to the acceptability of the proposed independent witness.

- d. Engineer Factory Selection and Witness of Manufacturer Testing: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. At the Manufacturer's facility, the Engineer shall select the luminaires to be tested and shall be present during the testing process. The Contractor shall schedule travel by the Engineer to and from the Manufacturer's laboratory to witness the performance of the required tests.

Should any of the tested luminaires fail to satisfy the specifications and perform according to approved submittal information, the luminaire shall be unacceptable and be replaced by alternate equipment meeting the specifications with the submittal and testing process repeated in their entirety; or corrections made to achieve required performance. In the case of corrections, the Contractor shall advise the Engineer of corrections made and shall request a repeat of the specified testing and, if the corrections are deemed reasonable by the Engineer, the testing process shall be repeated. The number of luminaires to be tested shall be the same quantity as originally tested; i.e. if three luminaires were tested originally, one, two or three failed, another three must be tested after corrective action is taken.

Revise Article 1067.06(a)(1) of the Standard Specifications to read:

“The lamps shall be of the clear type and shall have a color of 1900° to 2200° Kelvin.”

Add the following table(s) to Article 1067 of the Standard Specifications:

**IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE**

GIVEN CONDITIONS		
<b>ROADWAY DATA</b>	Pavement Width	24 (ft)
	Number of Lanes	2
	Median Width	44 (ft)
	I.E.S. Surface Classification	R3
	Q-Zero Value	.07
<b>LIGHT POLE DATA</b>	Mounting Height	47.5 (ft)
	Mast Arm Length	15 (ft)
	Pole Set-Back From Edge of Pavement	15 (ft)
<b>LUMINAIRE DATA</b>	Lamp Type	HPS
	Lamp Lumens	50,000
	I.E.S. Vertical Distribution	Medium
	I.E.S. Control Of Distribution	Cutoff
	I.E.S. Lateral Distribution	Type III
	Total Light Loss Factor	0.7
<b>LAYOUT DATA</b>	Spacing	260 (ft)
	Configuration	Single Sided
	Luminaire Overhang over edge of pavement	0 (ft)

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

PERFORMANCE REQUIREMENTS		
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**NOTE:** These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

<b>LUMINANCE</b>	Average Luminance, $L_{AVE}$	0.6 Cd/m <sup>2</sup>
	Uniformity Ratio, $L_{AVE}/L_{MIN}$	3.5 (Max)
	Uniformity Ratio, $L_{MAX}/L_{MIN}$	6.0 (Max)
	Veiling Luminance Ratio, $L_V/L_{AVE}$	0.30 (Max)



Add the following table(s) to Article 1067 of the Standard Specifications:

**IDOT DISTRICT 1 HIGH MAST LUMINAIRE PERFORMANCE TABLE**

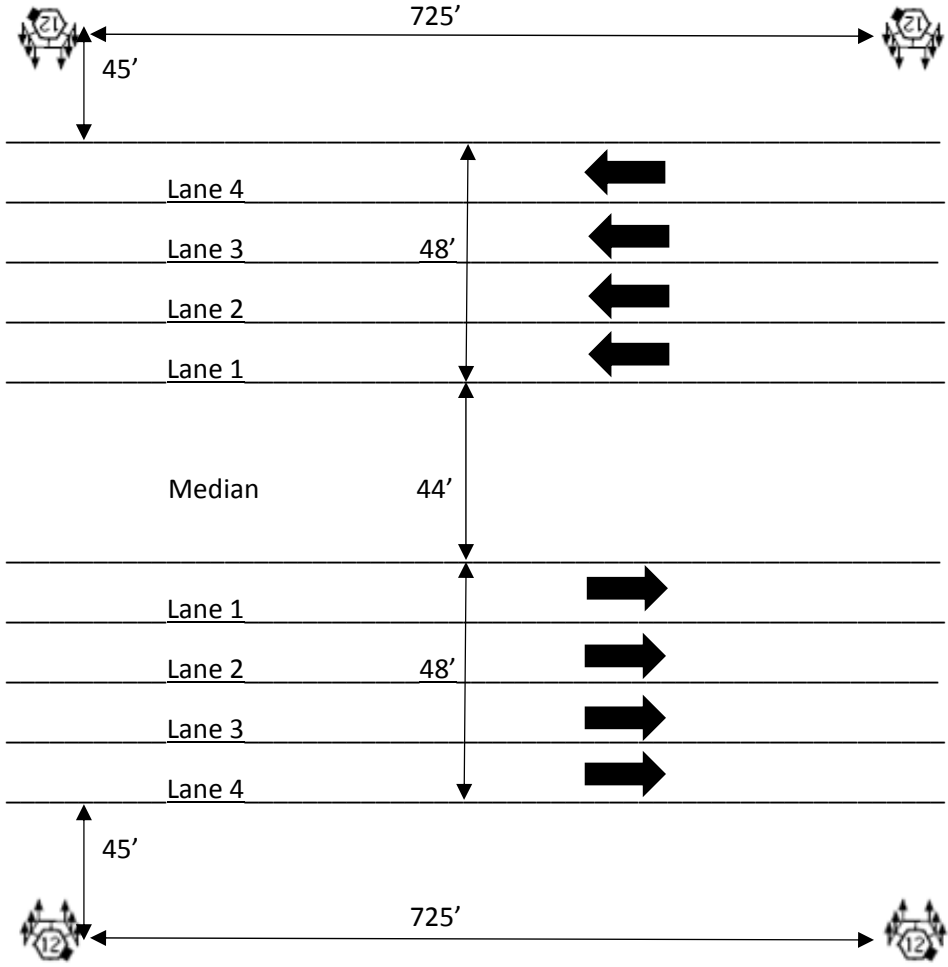
GIVEN CONDITIONS		
<b>ROADWAY DATA</b>	Pavement Width	48 (ft)
	Number of Lanes	4
	Median Width	44 (ft)
	I.E.S. Surface Classification	R3
	Q-Zero Value	.07
<b>LIGHT POLE DATA</b>	Mounting Height	120 (ft)
	Mast Arm Length	4.5 (ft)
	Pole Set-Back From Edge of Pavement	45 (ft)
<b>LUMINAIRE DATA</b>	Lamp Type	HPS
	Lamp Lumens	6 X 50,000
	I.E.S. Vertical Distribution	Medium
	I.E.S. Control Of Distribution	Cutoff
	I.E.S. Lateral Distribution	Type III
	Total Light Loss Factor	0.7
<b>LAYOUT DATA</b>	Spacing	725 (ft)
	Configuration	Opposite
	Luminaire Overhang over edge of pavement	-40.5 (ft)

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

PERFORMANCE REQUIREMENTS		
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**NOTE:** These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

<b>LUMINANCE</b>	Average Luminance, $L_{AVE}$	0.6 Cd/m <sup>2</sup>
	Uniformity Ratio, $L_{AVE}/L_{MIN}$	3.5 (Max)
	Uniformity Ratio, $L_{MAX}/L_{MIN}$	6.0 (Max)
	Veiling Luminance Ratio, $L_V/L_{AVE}$	0.30 (Max)



## **LUMINAIRE SAFETY CABLE ASSEMBLY**

Effective: January 1, 2012

Description. This item shall consist of providing a luminaire safety cable assembly as specified herein and as indicated in the plans.

Materials. Materials shall be according to the following:

Wire Rope. Cables (wire rope) shall be manufactured from Type 304 or Type 316 stainless steel having a maximum carbon content of 0.08 % and shall be a stranded assembly. Cables shall be 3.18 mm (0.125") diameter, 7x19 Class strand core and shall have no strand joints or strand splices.

Cables shall be manufactured and listed for compliance with Federal Specification RR-W-410 and Mil-DTL-83420.

Cable terminals shall be stainless steel compatible with the cable and as recommended by the cable manufacturer. Terminations and clips shall be the same stainless steel grade as the wire rope they are connected to.

U-Bolts. U-Bolts and associated nuts, lock washers, and mounting plates shall be manufactured from Type 304 or Type 316 stainless steel.

### **CONSTRUCTION REQUIREMENTS**

General. The safety cable assembly shall be installed as indicated in the plan details. One end of the cable assembly shall have a loop fabricated from a stainless steel compression sleeve. The other end of the cable assembly shall be connected with stainless steel wire rope clips as indicated. Slack shall be kept to a minimum to prevent the luminaire from creeping off the end of the mast arm. Unless otherwise indicated in the plans, the luminaire safety cable shall only be used in conjunction with luminaires which are directly above the traveled pavement.

Basis of Payment. This work shall be paid for at the contract price each for **LUMINAIRE SAFETY CABLE ASSEMBLY**, which shall be payment for the work as described herein and as indicated in the plans.

**EXPOSED RACEWAYS**

Effective: January 1, 2012

Revise the first paragraph of Article 811.03(a) of the Standard Specifications to read:

“General. Rigid metal conduit installation shall be according to Article 810.05(a). Conduits terminating in junction and pull boxes shall be terminated with insulated and gasketed watertight threaded NEMA 4X conduit hubs. The hubs shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C. When PVC coated conduit is utilized, the aforementioned hubs shall also be PVC coated.”

Add the following to Article 811.03(b) of the Standard Specifications:

“Where PVC coated conduit is utilized, all conduit fittings, couplings and clamps shall be PVC coated. All other mounting hardware and appurtenances shall be stainless steel.”

“The personnel installing the PVC coated conduit must be trained and certified by the PVC coated conduit Manufacturer or Manufacturer’s representative to install PVC coated conduit. Documentation demonstrating this requirement must be submitted for review and approval.”

Add the following to Article 1088.01(a) of the Standard Specifications:

All iron and steel products, which are to be incorporated into the work, including conduit and all conduit fittings, shall be domestically manufactured or produced and fabricated as specified in Article 106.”

Revise Article 1088.01(a)(3) of the Standard Specifications to read:

“a. PVC Coated Steel Conduit. The PVC coated rigid metal conduit shall be UL Listed (UL 6). The PVC coating must have been investigated by UL as providing the primary corrosion protection for the rigid metal conduit. Ferrous fittings for general service locations shall be UL Listed with PVC as the primary corrosion protection. Hazardous location fittings, prior to plastic coating shall be UL listed.

b. The PVC coating shall have the following characteristics:

Hardness:	85+ Shore A Durometer
Dielectric Strength:	400V/mil @ 60 Hz
Aging:	1,000 Hours Atlas Weatherometer
Temperature	The PVC compound shall conform at 0° F. to Federal Specifications PL-406b, Method 2051, Amendment 1 of 25 September 1952 (ASTM D 746)
Elongation:	200%

- c. The exterior and interior galvanized conduit surface shall be chemically treated to enhance PVC coating adhesion and shall also be coated with a primer before the PVC coating to ensure a bond between the zinc substrate and the PVC coating. The bond strength created shall be greater than the tensile strength of the plastic coating.
- d. The nominal thickness of the PVC coating shall be 1 mm (40 mils). The PVC exterior and urethane interior coatings applied to the conduit shall afford sufficient flexibility to permit field bending without cracking or flaking at temperatures above -1°C (30°F).
- e. An interior urethane coating shall be uniformly and consistently applied to the interior of all conduit and fittings. This internal coating shall be a nominal 2 mil thickness. The interior coating shall be applied in a manner so there are no runs, drips, or pinholes at any point. The coating shall not peel, flake, or chip off after a cut is made in the conduit or a scratch is made in the coating.
- f. Conduit bodies shall have a tongue-in-groove gasket for maximum sealing capability. The design shall incorporate a positive placement feature to assure proper installation. Certified test results confirming seal performance at 15 psig (positive) and 25 in. of mercury (vacuum) for 72 hours shall be submitted for review when requested by the Engineer.
- g. The PVC conduit shall pass the following tests:

Exterior PVC Bond test RN1:

Two parallel cuts 13 mm (1/2 inch) apart and 40 mm (1 1/2 inches) in length shall be made with a sharp knife along the longitudinal axis. A third cut shall be made perpendicular to and crossing the longitudinal cuts at one end. The knife shall then be worked under the PVC coating for 13 mm (1/2 inch) to free the coating from the metal.

Using pliers, the freed PVC tab shall be pulled with a force applied vertically and away from the conduit. The PVC tab shall tear rather than cause any additional PVC coating to separate from the substrate.

Boil Test:

Acceptable conduit coating bonds (exterior and interior) shall be confirmed if there is no disbondment after a minimum average of 200 hours in boiling water or exposure to steam vapor at one atmosphere. Certified test results from a national recognized independent testing laboratory shall be submitted for review and approval. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D870, a 6" length of conduit test specimen shall be placed in boiling water. The specimen shall be periodically removed, cooled to ambient temperature and immediately tested according to the bond test (RN1). When the PVC coating separates from the substrate, the boil time to failure in hours shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, a 6" conduit test specimen shall be cut in half longitudinally and placed in boiling water or directly above boiling water with the urethane surface facing down. The specimen shall be periodically removed, cooled to ambient temperature and tested in accordance with the Standard Method of Adhesion by Tape Test (ASTM D3359). When the coating disbonds, the time to failure in hours shall be recorded.

Heat/Humidity Test:

Acceptable conduit coating bonds shall be confirmed by a minimum average of 30 days in the Heat and Humidity Test. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D1151, D1735, D2247 and D4585, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. The specimens shall be periodically removed and a bond test (RN1) performed. When the PVC coating separates from the substrate, the exposure time to failure in days shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. When the coating disbonds, the time to failure in hours shall be recorded.

Add the following to Article 1088.01(a)(4) of the Standard Specifications:

“All liquid tight flexible metal conduit fittings shall have an insulated throat to prevent abrasion of the conductors and shall have a captive sealing O-ring gasket. The fittings shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C.”

Revise the second paragraph of Article 811.04 of the Standard Specifications to read:

“Expansion fittings and LFNC will not be measured for payment.”

Revise Article 811.05 of the Standard Specifications to read:

**“811.05 Basis of Payment.** This work will be paid for at the contract unit price per meter (foot) for **CONDUIT ATTACHED TO STRUCTURE**, of the diameter specified, **RIGID GALVANIZED STEEL** or **CONDUIT ATTACHED TO STRUCTURE**, of the diameter specified, **RIGID GALVANIZED STEEL, PVC COATED.**”

## **UNDERGROUND RACEWAYS**

Effective: May 22, 2002

Revised: July 1, 2015

Revise Article 810.04 of the Standard Specifications to read:

“Installation. All underground conduits shall have a minimum depth of 30-inches (700 mm) below the finished grade.”

Add the following to Article 810.04 of the Standard Specifications:

“All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans.”

Add the following to Article 810.04 of the Standard Specifications:

“All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 300 mm (12”) or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

## **ELECTRIC UTILITY SERVICE CONNECTION (COMED)**

Effective: January 1, 2012

Description. This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE. For summary of the Electrical Service Drop Locations see the schedule contained elsewhere herein.

### **CONSTRUCTION REQUIREMENTS**

General. It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with the ComEd both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement. **Please contact ComEd, New Business Center Call Center, at 866 NEW ELECTRIC (1-866-639-3532) to begin the service connection process. The Call Center Representatives will create a work order for the service connection. The representative will ask the requestor for information specific to the request. The representative will assign the request based upon the location of project.**

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

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

For bidding purposes, this item shall be estimated as \$10,000.

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

Designers Note: The estimate of cost of service connections for bidding purposes shall be provided by the Designer or Design Consultant.



## **ELECTRIC SERVICE INSTALLATION**

Effective: January 1, 2012

Description. This item shall consist of all material and labor required to extend, connect or modify the electric services, as indicated or specified, which is over and above the work performed by the utility. Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under ELECTRIC UTILITY SERVICE CONNECTION. This item may apply to the work at more than one service location and each will be paid separately.

Materials. Materials shall be in accordance with the Standard Specifications.

### **CONSTRUCTION REQUIREMENTS**

General. The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work not included by other contract pay items required to complete the electric service work in complete compliance with the requirements of the utility.

No additional compensation will be allowed for work required for the electric service, even though not explicitly shown on the Drawings or specified herein

Method of Measurement. Electric Service Installation shall be counted, each.

Basis of Payment. This work will be paid for at the contract unit price each for **ELECTRIC SERVICE INSTALLATION** which shall be payment in full for the work specified herein.

## **UNIT DUCT**

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

“The unit duct shall be installed at a minimum depth of 30-inches (760 mm) unless otherwise directed by the Engineer.”

Revise Article 1088.01(c) to read:

“(c) Coilable Nonmetallic Conduit.  
General:

The duct shall be a plastic duct which is intended for underground use and which can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance. The duct shall be a plastic duct which is intended for underground use and can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance.

The duct shall be made of high density polyethylene which shall meet the requirements of ASTM D 2447, for schedule 40. The duct shall be composed of black high density polyethylene meeting the requirements of ASTM D 3350, Class C, Grade P33. The wall thickness shall be in accordance with Table 2 for ASTM D 2447.

The duct shall be UL Listed per 651-B for continuous length HDPE coiled conduit. The duct shall also comply with NEC Article 354.100 and 354.120.

Submittal information shall demonstrate compliance with the details of these requirements.

Dimensions:

Duct dimensions shall conform to the standards listed in ASTM D2447. Submittal information shall demonstrate compliance with these requirements.

Nominal Size		Nominal I.D.		Nominal O.D.		Minimum Wall	
mm	in	mm	in	mm	in	mm	in
31.75	1.25	35.05	1.380	42.16	1.660	3.556 +0.51	0.140 +0.020
38.1	1.50	40.89	1.610	48.26	1.900	3.683 +0.51	0.145 +0.020

Nominal Size		Pulled Tensile	
mm	in	N	lbs
31.75	1.25	3322	747
38.1	1.50	3972	893

Marking:

As specified in NEMA Standard Publication No. TC-7, the duct shall be clearly and durably marked at least every 3.05 meters (10 feet) with the material designation (HDPE for high density polyethylene), nominal size of the duct and the name and/or trademark of the manufacturer.

Performance Tests:

Polyethylene Duct testing procedures and test results shall meet the requirements of UL 651. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct. Duct crush test results shall meet or exceed the following requirements:

Duct Diameter		Min. force required to deform sample 50%	
mm	in	N	lbs
35	1.25	4937	1110
41	1.5	4559	1025

**WIRE AND CABLE**

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

“The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals.”

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

Aerial Electric Cable Properties

Phase Conductor			Messenger wire		
Size AWG	Stranding	Average Insulation Thickness		Minimum Size AWG	Stranding
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

Add the following to Article 1066.03(b) of the Standard Specifications:

“Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE.”

Revise Article 1066.04 to read:

“Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is “Palomino”. The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474.”

Revise the second paragraph of Article 1066.05 to read:

“The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing.”

### **LIGHTING CONTROLLER, RADIO CONTROL, DUPLEX CONSOLE TYPE, WITH SCADA**

Effective: January 1, 2012

Description: This work shall consist of furnishing and installing a roadway lighting electrical control cabinet with radio control complete with foundation and wiring for the control of highway lighting.

General. The completed controller shall be an Industrial Control Panel under UL 508, and shall be suitable for use as service equipment

#### Double Door Enclosure.

**Cabinet.** The cabinet shall be of the dimensions shown on the plans and fabricated from 1/8 in. (3 mm) thick aluminum alloy No. 3003-H14. The cabinet shall comply with ANSI C 33.71 and UL 50 and be reinforced with aluminum angles.

**Doors.** The doors shall have stainless steel hinges. The door handle shall be stainless steel, a minimum diameter of 1/2 in. (13 mm) and be furnished with a rain and ice resistant lock. The doors shall be gasketed to exclude the entry of moisture, dirt, and insects. A linkage-arm system, of simple construction, shall be attached to the cabinet doors to allow securing in a wide open position during field operations.

**Insulation.** When specified, the interior compartment shall be insulated on the inside of the sides, back, top, bottom, and inside of the doors with 1 in. (25 mm) thick polyisocyanurate rigid foam insulation board. The foam board shall have foil facers on each side. The side facing the interior of the cabinet shall have a white tinted foil facer with a satin finish. The insulation shall have a minimum aged thermal resistance (R-value) of 8 at a 40°F (4°C) mean temperature. The insulation shall comply with Federal Specification HH-I-1972/1, Class 2.

**Mounting.** The cabinet shall be mounted as indicated on the plans.

**Work Pad.** Except where the cabinet is facing a sidewalk, a poured, 4 in. (100 mm) thick concrete pad, not less than 48 in. (1.2 m) square shall be provided in front of the cabinet.

**Finish.** All aluminum enclosures shall be finished.

**Surface Preparation:** The cabinet, doors and all other parts to be painted will be submerged in each tank of a 3 step iron phosphate conversion technique. After phosphatizing the parts shall be passed through an oven and baked to eliminate any moisture.

Finish coat: Shall be polyester powder paint applied electrostatically to a minimum thickness of 2 mils and baked at 375°F for 20 minutes.

The color of the finish paint shall be ANSI Standard No. 70 Sky Gray or as specified by the Engineer.

The finish shall be applied according to the paint manufacturer's recommendations and the manufacturer shall certify, in writing, to the Department, that the finish has been applied properly.

Submittal data submitted for approval shall address the requirement for the paint manufacturer's certification and shall include a standard, single source paint warranty by the paint manufacturer of the controller manufacturer to the Department.

Identification. The cabinet door shall have a stainless steel name plate of the dimensions and engraving indicated on the plans. An identification decal shall also be installed on the back of the cabinet as specified elsewhere herein.

### Control Components.

Time Switch. When specified, each controller shall have an electric time switch for automatic control of highway lighting circuits operating on a daily schedule having a fixed relation to sunrise and sunset. Turn-on and Turn-off times shall be adjustable  $\pm 45$  minutes from sunrise and sunset. All settings shall be field adjustable without special tools. Complete installation instructions, details on wiring connections, and information on time setting, manual operation, and necessary adjustments shall be furnished with each time switch.

The time switch shall be a microprocessor-based two channel controller with astronomic functions on both channels. The latitude shall be adjustable from ten to 60 degrees in the Northern hemisphere. Latitude changes shall be user settable without the use of special tools.

The time switch shall be programmable in an AM/PM format, with a resolution of one minute or better. The time switch shall automatically adjust for daylight saving time and have automatic leap year correction and operate on 240 V AC without the use of an additional transformer.

A battery backup shall be integral with the controller and shall use a nickel-cadmium battery. The battery backup shall provide power to the controller memory for a minimum of 72 hours in the event of power failures.

The published operating temperature range of the time switch shall be from 86 to 158°F (-30 to 70°C).

The time switch output relay contacts shall be rated sufficiently to handle the inrush current of two 200 A contactors. The time switch shall have a NEMA Type 1 enclosure as a minimum. The time switch programming instructions shall be moisture proof and permanently affixed to the time switch or as otherwise approved by the Engineer.

### Circuit Breakers.

All feeders, branch circuits, and auxiliary and control circuits shall have overcurrent protection. The overcurrent protection shall be by means of circuit breakers.

Circuit breakers shall be standard UL listed molded case, thermal-magnetic bolt-on type circuit breakers with trip free indicating handles.

240 V circuit breakers shall have a UL listed interrupting rating of not less than 10,000 rms symmetrical amperes at rated circuit voltage for which the breaker is applied. 480 V applications shall have a UL listed interrupting rating of not less than 14,000 rms symmetrical amperes at rated circuit voltage.

Multi-pole circuit breakers larger than 100 A size shall have adjustable magnetic trip settings.

The number of branch circuit breakers shall be as indicated on the Control Cabinet detail drawing or as indicated in the lighting system wiring diagram whichever is greater plus two spare circuit breakers.

### Contactors.

Contactors shall be electrically operated, mechanically held as specified, with the number of poles required for the service and with operating coil voltage as indicated. The contactor shall have an in-line drive operating mechanism. Ampere rating of contactors shall be not less than required for the duty shown and shall otherwise be rated as indicated.

Contactors shall be complete with a non-conducting inorganic, non-asbestos subpanel for mounting.

Mechanically held contactors shall be complete with coil clearing contacts to interrupt current through the coil once the contactor is held in position.

The main contactor contacts shall be the double break, silver to silver type. They shall be spring loaded and provide a wiping action when opening and closing. The contacts shall be renewable from the front panel, self-aligning, and protected by auxiliary arcing contacts.

The line and load terminals shall be pressure type terminals of copper construction and of the proper size for the ampere rating of the contactor.

A lever for manual operation shall be incorporated in the mechanically held contactor. Protection from accidental contact with current carrying parts when operating the contactor manually shall be provided.

The contactor operating coil shall operate at phase to neutral voltage. Single phase contactors shall be two pole devices with continuous rating for the amperage selected per pole.

Open and closed positions for mechanically held contactors shall be clearly indicated and labeled in permanent manner as approved by the Engineer.

Auto/Manual Switches. The cabinet shall be equipped with automatic and manual operating controls via two, single pole double throw switches, one being a maintained-contact manual-automatic selector switch and one being a momentary-contact manual on-off switch with a center rest position. Both switches shall be premium specification grade, rated for the applied duty but not less than 20 A at 240 V and each shall be mounted in a 4 in. (100 mm) square box with cover.

The control circuit shall have overcurrent protection as indicated and as required by NEC requirements.

#### Ground & Neutral Bus Bars.

Separate ground and neutral bus bars shall be provided. The ground bus bar shall be copper, mounted on the equipment panel, fitted with 22 connectors of the type shown on the plans, as a minimum. The neutral bar shall be similar. The heads of connector screws shall be painted white for neutral bar connectors and green for ground bar connectors.

#### Interior Lighting, Receptacle and CCTV power.

The cabinet shall have an auxiliary device circuit at 120 V single phase to supply a convenience receptacle, cabinet light and a dedicated 120v circuit for CCTV camera power indicated in the plans. Where 120 V is not available directly from the service voltage, an outdoor dry type step-down transformer not less than 2 KVA shall be provided as described elsewhere herein.

The auxiliary circuit, including transformer primary and secondary, shall have overcurrent protection according to NEC requirements.

The interior, 60 W incandescent lighting fixture of the enclosed-and-gasketed type, shall be switched from a single pole, single throw, 20 A switch. The switch shall be premium specification grade in a suitable 4 in. (100 mm) box with a cover.

A 20 A duplex receptacle, ground fault interrupting, premium specification grade shall be furnished in a 4 in. (100 mm) square box with cover, for 120 V auxiliary use.

#### Surge Arrester.

The control circuit in the cabinet shall be protected by a surge arrester meeting the requirements of Article 1065.02.

### Wiring and Identification.

Power wiring within the cabinet shall be of the size specified for the corresponding service conductors and branch circuits and shall be rated RHH/RHW, 600 V.

Control and auxiliary circuit wiring shall be rated RHH/RHW or MTW with jacket, 600 V.

All power and control wiring shall be stranded copper. When specified all wiring shall be tagged with self-sticking cable markers. When the contract drawings do not specifically indicate assigned wire designations, the manufacturer shall assign wire designations and indicate them on the shop drawings.

All switches, controls and the like shall be identified both as to function and position (as applicable) by means of engraved two color nameplates attached with screws, or where nameplate are not possible in the judgment of the Engineer, by the use of cloth-backed adhesive labels as approved by the Engineer.

The cabinet with all of its electrical components and parts shall be assembled in a neat orderly fashion. All of the electrical cables shall be installed in a trim, neat, professional manner. The cables shall be trained in straight horizontal and vertical directions and be parallel, next to, and adjacent to other cables whenever possible.

### Transformer, General Purpose.

The transformer shall be dry type and weatherproof so that it may be installed indoors or outdoors without additional housing. It shall have an enclosure for splices with provisions for weather tight conduit connections.

The transformer shall have four taps on the primary side, one at 2 1/2 percent, one at 5 percent, one at 7 1/2 percent and one at ten percent below rated voltage.

Insulation shall be Class F or Class H. The transformer shall meet the applicable ASA and IEEE standards.

Mounting and back plates shall be of Aluminum Alloy 2024, 3003 or 6061. Bolts, nuts and washers shall be of Series 300 stainless steel. Bolts shall have hexheads. Nuts shall be hexagon and self-locking. Washers shall be of the flat type.

### Radio Control Equipment.

Receiver - Decoder: The radio control module consists of a radio receiver, digital decoder, and an output interface which allows centralized remote radio control of the lighting controller turn-on and turn-off functions. The radio control module must be capable of operation consistent with the existing radio control system, a Motorola SCADA Central Station.



The existing control system currently operates over 250 discrete lighting controllers via a securely coded proprietary data scheme. For this reason, the control module must consist of a Motorola ACE 3600 Modular Remote Unit, model F 7563, (small housing), with no less than the following options:

Motorola Designation	Description
F 7563 (VHF), F 7564 (UHF)	ACE 3600 CPU *
V 245	Mixed I/O
V 261	240 VAC Power Supply w/charger
Z 857AA	Surge Protection

\* Includes (1) three slot frame, (1) ACE 3600 CPU plus firmware, (1) mixed I/O Module, (1) VHF or UHF (as directed by the Engineer) CDM 750 Radio with FSK Radio Interface, port 3 (1) AC Power Supply with Charger, (1) 6.5 Ah battery, installed in a 15" X 15" X 8.26" NEMA 4X/IP 56 painted metal enclosure with instruction manual.

The manufacturer's designation by no means relieves the Contractor of providing a fully functional radio system as described herein.

A 120/240 to 24VAC step down transformer shall be included for the SCADA system.

The Radio Control Module shall be programmed for the following operational parameters:

- Transceiver Frequency: To be specified by the Engineer
- Receive Frequency: To be specified by the Engineer
- Communications Failure Preset: Normally Open
- Individual Station address: To be specified by the Engineer

Antenna. The antenna shall be thick mount up to ½" mounting surface mounted by screw adapter (no magnet mounts). The low profile antenna mount shall be equivalent to Antenex – MABT8XNSI antenna Mount Low Profile. Accompanying antenna shall be equivalent to Antenex – B132 (Broad Band – VHF/UHF ¼ wave 150-928 MHz. Accompanying cable shall be equivalent to Antenex-RG8X and conductor equivalent to Antenex – CN8X from Radio to Antenna and shall be of appropriate length and not longer than 8 ft.

Installation. I/O Module. All motherboard cards shall be configured and installed as per manufacturer's specifications and IDOT specification Ltg SCADA 397. Modules include but are not limited to; CPU, Mixed I/O. All digital inputs terminated on the Mixed I/O card shall be dry. Termination points for all digital input points will be reflected on power center wiring diagram or additional wiring schematic provided by the engineer. All digital outputs received from the Mixed I/O card shall be rated at 24 VAC 2A. All digital outputs shall be connected to interposing relays prior to being integrated into the power center wiring logic. The digital outputs shall maintain a momentary closure for approximately 2 seconds.

All wiring termination points shall be tagged using the nomenclature given on the wiring diagram. The alarms acknowledge button shall be implemented with a placard stating "Alarm Acknowledge". Site configuration, map implementation, screens tagging and other related software configurations shall be specified elsewhere herein.

The antenna shall be centered on the top of the control cabinet. The antenna cable shall be dressed and trimmed for minimal length, allowing sufficient slack of removal of the radio connection for replacement or testing without disruption to the installation. The antenna connector shall be properly soldered to the cable assembly. Great care shall be exercised in the assembly of the antenna connector, excessive heat will destroy the inner insulation, and insufficient heat will produce a cold solder connection on the outer shield.

Intra-module wiring shall be 18 AWG stranded wire, color coded (American) consistent with battery polarity, and signal. The wire connection from terminal block (TB2) to the interpose relays shall be 14AWG stranded. All wires connected to the radio modules shall be dressed and tinned prior to insertion, (crimp on connectors will not be allowed for use in the radio system). Cost of all wire is inclusive within the scope of this work.

A terminal strip separate from the integral radio module and power supply shall be provided to interface power and signal conductors to the lighting controller. Terminals and wiring shall be labeled in accordance with the drawings, and dressed to allow service. The radio module shall be provided with constant 240 VAC power. The control power breaker shall provide power for the SCADA system. This is to allow the system to be energized at all times.

The SCADA system shall be tested in conjunction with the controller inspection, prior to field installation. The turn-on and turn-off function shall be tested ten (10) consecutive times utilizing actual signals originating from District 1 Headquarters. Any failures must be cleared before the controller is delivered to the job site.

Null covers shall be provided for the slots not used. All analog inputs shall be 4-20 mA. All I-O wiring including analog and digital shall be wired as per the enclosed table.

SCADA System Control Relay Assembly. The Contractor shall mount and wire four (4) relays in a box as shown in the wiring diagram. Two relays shall be 240 volts sealed type and two relays shall be 24 volts sealed type, unless otherwise indicated, shall have contacts rated at not less than 20 amperes at 240 volts. The power relay for activating the lighting contactors shall have contacts rated to handle the contactor inrush. The relays shall be wired to a marked terminal strip.

Testing. As part of final acceptance testing, all individual I/O points and internal status alarms shall be tested for proper operation and transmission. The transmission shall be confirmed at IDOT District 1 HQ. and the contractors dispatch facility. This full SCADA system start-up shall be completed with the Engineer present.

The SCADA radio system shall have the following items tested: VSWR, cable impedance, RSSI to the power center and confirmation that data sent from power center is received by the IDOT lighting system computers.

Analog Inputs And Transducers. The panel shall include one voltage transducer for monitoring the line voltage and one current transducer for monitoring the neutral current. Their outputs shall be 4-20 mA DC each and shall be wired to channels 1 and 2 of the Mixed I/O module as shown. The voltage transducer shall be Scientific Columbus Model # VT110 – PAN7 – A4-2 for 480/240 volt single phase systems. The current transducers shall be Mel Kirchler Technologies Model # AT2-420-24L-FT, with power supply, PS-240-24P-1A. Both analog inputs shall be wired using shielded cable. Both transducers shall also be calibrated so that the SCADA system reads the correct value.

Testing Of The Assembled Cabinet. Prior to shipment of the completed control cabinet, the control cabinet shall be tested for load, short circuits and complete operation of the cabinet as specified herein and as shown on the plans. The test shall be made at the manufacturer's shop, by the manufacturer and shall be witnessed by the Engineer. The Contractor shall arrange the test date with the Engineer and so allow not less than seven (7) days advance notice. The cabinet shall not be delivered to the job site until inspected, tested and approved for delivery by the Engineer.

Staging. All Central Configuration programming be completed prior to the initial check out/PM of the SCADA unit in the field. This is to assure/confirm 2 way radio communications from the field RTU the Central. Lighting controller information submitted for approval shall include any recommendations of the Manufacturer for storage as provided under this contract.

The packaging of the lighting controller shall incorporate the provisions recommended by the Manufacturer to accommodate storage.

TERM	MOSCAD DESTINATION	WIRE #	DESCRIPTION OF INPUT
32	Analog Input 1 (+)	TB2 B11	CABINET NEUTRAL CURRENT
33	Analog Input 1 (-)	TB2 B1	CABINET NEUTRAL CURRENT
34	Analog Input 2 (+)	TB2 A2	CABINET SERVICE VOLTAGE
35	Analog Input 2 (-)	TB2 B2	CABINET SERVICE VOLTAGE
40	P. Ground	TB2 A3	GROUND
1	Digital Input 1	TB2 B3	ALARM ACKNOWLEDGE
2	Digital Input 2	TB2 A4	DOOR OPEN
3	Digital input 3	TB2 A5	MAIN(S) BREAKER OPEN
4	Digital input 4	TB2 A7	CONTACTOR 1 OPEN
5	Digital Input 5	TB2 A8	CONTACTOR 2 OPEN
6	Digital input 6	TB2 A9	CABINET IN NON-AUTO
7	Digital input 7	TB2 A10	BACK-UP CLOCK OFF CALL
8	Digital Input 8	TB2 A11	BACK-UP CLOCK ON CALL
18	DI Common	*	COMMON
20	K1 NO	TB2 A12	LIGHTS ON CALL
21	K1 Com	TB2 B17	K1 COMMON
23	K2 NO	TB2 A13	LIGHTS OFF CALL
24	K2 Com	TB2 B17	K2 COMMON
17	24 V+	TB2 B13	24+ VDC

All analog inputs will be 4-20 mA only. Digital output relays will be electrically energized and momentarily held.

Mixed I/O module model number V 245

#### Lighting SCADA RTU terminal Configuration.

Description. This work shall consist of having the SCADA system manufacturer design, implement and test a new RTU on the Lighting SCADA System on all system terminals.

Materials. All software work shall be completed by the manufacturer or approved factory licensed sales and service company for the SCADA equipment. All licensing shall be provided by the entity completing the work. Licenses are to be held by IDOT.

#### SCADA RTU Configuration And Programming:

1. Setup of CPU and accompanying modules.
2. Setup of RTU site number, octal address, group call and All Call.
3. Configure application alarm parameters (download config./application).
4. Development and implementation of control and alarm application from IDOT submitted telemetry requirements.

NOTE: IDOT shall supply checklist listing I/O, telemetry, all call, group call and individual call data.

#### SCADA Service/Client Wonderware Programming:

1. Add RTU to Wonderware.
2. Configure Wonderware to poll SCADA CPU for data on that specific RTU.
3. Setup servers and clients for alarm notification and database I/O, for that specific RTU.
4. Configure RTU polling.
5. Activate RTU on FIU polling.

#### SCADA FIU CPU Programming:

If RTU exists as an Intrac site, it will have to be setup as a MOSCAD site (MOSCAD CPU). If RTU is a new site, it will have to be configured as a MOSCAD site (MOSCAD CPU).

Submittals. The Motorola VAR shall submit ladder programming, quiescent telemetry and SCADA configuration files for approval by the IDOT Engineer. Submittal will be reviewed by the Engineer and returned noting changes and/or comments.

Testing and Documentation. As part of final acceptance testing, all individual I/O points and internal status (COS) alarms shall be tested for proper operation and transmission. The transmission shall be confirmed at IDOT Dist. HQ. And the contractors dispatch facility. This full SCADA system start-up shall be completed with the Engineer present.

The control cabinet shall be tested for complete operation and the electrical load on each circuit shall be measured and documented on the Log form L-3. The ground resistance test shall be performed by the Contractor using the fall-of-potential method, with results recorded by the Contractor and witnessed by the Engineer. Ground continuity shall be tested using an approved low-impedance ohmmeter, to the farthest point of each circuit extension from the controller cabinet. Results shall be recorded by the Contractor and witnessed by the Engineer.

#### Installation.

The lighting controller installation shall be according to the details, location, and orientation shown on the plans.

Work Pad. A 4 in. (100 mm) thick portland cement concrete work pad, not less than 48 x 48 in. (1.2 x 1.2 m) shall be provided in front of the cabinet, except where the cabinet faces an adjacent sidewalk.

All conduit entrances into the lighting controller shall be sealed with a pliable waterproof material.

Concrete Foundation. The Contractor shall confirm the orientation of the lighting controller, and its door side, with the Engineer, prior to installing the foundation. A portland cement concrete foundation shall be constructed to the details shown on the plans and is included as a part of this pay items and shall not be paid for separately. The top of the foundation shall be 12-inches above grade.

The lighting controller enclosure shall be set plumb and level on the foundation. It shall be fastened to the anchor rods with hot-dipped galvanized or stainless steel nuts and washers. Foundation mounted lighting controllers shall be caulked at the base with silicone.

Where the controller has a metal bottom plate, the plate shall be sealed with a rodent and dust/moisture barrier.

#### Grounding.

Grounding shall be as shown on the lighting controller detail drawings. Ground rods, ground wells, connections, ground wire and other associated items shall be included in the cost the lighting controller and shall not be paid for separately.”

Method of Measurement. Each lighting controller shall be counted each for payment.

Basis of Payment. This item shall be paid for at the contract unit price each for **LIGHTING CONTROLLER, BASE MOUNTED, 480 VOLT, 200 AMP (DUAL), RADIO SCADA**, which shall be payment in full for the work, complete, as specified herein.

## **STRUCTURAL STEEL REPAIR**

Description. This work shall consist of furnishing all labor, equipment and materials necessary to furnish and install steel repair plates and members, according to Section 505 and removal and disposal of structural steel members as necessary according to Section 501 of the Standard Specifications, unless otherwise called for in the plans to be removed per the “Structural Steel Removal” special provision, as indicated on the plans and in this special provision.

Construction Requirements. Existing members noted in the plans to have structural steel repair, that are also noted to be straightened, shall be straightened prior to the connection of any new steel repair plates or members. If beam straightening is required, it shall not be included in this item and shall be paid for separately.

Where required to align with existing holes, field drilling of holes in new members shall be accomplished using existing holes as a template unless field measurements are used to verify the plan dimensions. Burning of holes will not be permitted. All field drilling and grinding necessary to furnish and install the new steel plates and members shall be included in this item.

Any existing structural steel associated with the structural steel repairs shall be cleaned and primed according to the special provision “Cleaning and Painting Contact Surface Areas of Existing Steel Structures”. Any new structural steel associated with the structural steel repairs shall be shop painted only with Inorganic Zinc Rich Primer per Section 506 of the Standard Specifications. The intermediate and top coats will be applied under a separate painting contract.

The removal and disposal of any existing members, bolts or rivets necessary for the installation of the new members as shown in the plans shall be included in this item. Burning of existing rivets will only be allowed near steel surfaces which are to be removed and discarded. Burning of existing rivets will not be allowed for members to remain in place or members that are to be removed and reinstalled. When burning of rivets is not allowed, the head of the rivet shall be sheared off and the shank driven or drilled out. Extreme care shall be taken while removing the rivets so as not to damage the existing structural steel which is to remain. All damage to existing members which are to remain shall be repaired or the member replaced to the satisfaction of the Engineer. Repair or replacement of damaged members shall be at the Contractor’s expense.

Method of Measurement. The weight used for the structural steel provided for the repairs will be the measured weight (mass) of the fabricated structural steel furnished. No measurement will be made or allowed for the weight (mass) of high strength bolts. The structural steel will be measured in pounds (kilograms) using the approved shipping weight (mass) or by measuring on approved platform scales.

Basis of Payment. This work shall be paid for at the contract unit price per pound (kilogram) for STRUCTURAL STEEL REPAIR. Any high strength bolts, and shop painting of new structural steel, required for this work will not be measured separately for payment but will be considered included in the STRUCTURAL STEEL REPAIR item.

## **APPROACH SLAB REMOVAL**

Description. This work shall consist of the complete removal and disposal of the existing approach slabs shown on the plans or as directed by the Engineer. All existing approach slab pavement, transition slab pavement, bituminous surfaces (overlays), curb and gutter, grade beams, pile caps, tops of piles, reinforcement, shoulder drains, outlet pipes, concrete headwalls and other appurtenances shall be removed at locations designated on the plans and in accordance with the applicable portions of Section 440 of the Standard Specifications. Portions of existing approach piles that interfere with the proposed construction shall be removed to at least 2' below the proposed construction elevation.

It shall be the responsibility of the Contractor to determine the thickness of the existing approach slab pavement structure, including overlays and other appurtenances to be removed and the extent of which they are reinforced. No additional compensation will be allowed because of variations in thickness and reinforcement present. Any excavation made by the Contractor for the removal shall be replaced. The excavated space shall be filled with material satisfactory to the Engineer and placed in accordance with Section 205 of the Standard Specifications.

Method of Measurement. Approach slab removal will be measured for payment in place and the area computed in square yards.

Saw cuts will not be measured for payment and shall be included in the cost of approach slab removal.

Basis of Payment. This work will be paid for at the contract unit price per square yard for APPROACH SLAB REMOVAL, which shall include all labor, materials, and equipment necessary to remove and dispose of the existing approach pavement.

## **TEMPORARY SHORING AND CRIBBING**

Description. This item shall consist of furnishing all material, equipment and labor to support the effected beam(s) during the substructure repairs and beam end repairs as shown on the plans, as herein specified and as directed by the Engineer.

Construction Requirements. The Contractor shall submit details and calculations, prepared and sealed by an Illinois Licensed Structural Engineer, of the support system he/she proposes to use for approval of the Engineer prior to ordering of material and implementation. Such approval shall in no way relieve the Contractor of responsibility for the safety of the structure. The supports used shall be such that vertical adjustments may be made in order to maintain the existing beam profile. Prior to starting substructure repairs, the temporary supports shall be used to place an upward reaction on the effected beams designated in the plans, equal to but not larger than the dead load reactions given in the plans, thus relieving the superstructure dead load reaction from the substructure unit to be repaired. It is not the intention to raise the effected beams. As the vertical load is incrementally increased to the specified load, if vertical movement is detected the load shall not be increased further.

Additionally, if the work is to be completed under stage construction without traffic directly over the beams being shored then the Temporary Shoring and Cribbing shall be designed to carry the Dead Load plus  $\frac{1}{2}$  (Live Load + Imp) as shown in the plans. If work is to be completed with traffic directly over the beams being shored then the Temporary Shoring and Cribbing shall be designed to carry the Dead Load plus full (Live Load + Imp) as shown in the plans.

Basis of Payment. The work specified herein, as shown on the plans and as directed by the Engineer, shall be paid for at the contract unit price each for TEMPORARY SHORING AND CRIBBING for each beam support location required.

## **STRUCTURAL STEEL REMOVAL**

Description. This work shall consist of the satisfactory removal and disposal of structural steel members as shown on the plans. This work shall be performed according to Section 501 of the Standard Specifications.

Burning of existing rivets or bolts will only be allowed near steel surfaces which are to be removed and discarded. Burning of existing rivets or bolts will not be allowed for members to remain in place and members that are to be removed and reinstalled at a later date. When burning of rivets or bolts is not allowed the head of the rivet or bolt shall be sheared off and the shank driven or drilled out. Extreme care shall be taken while removing the rivets, bolts or stud shear connectors so as not to damage the existing structural steel which is to remain. Unless noted otherwise on the plans, the cost of rivet, bolt and stud shear connector removal shall be included in this item. All damage to existing members which are to remain shall be repaired or the member replaced to the satisfaction of the Engineer. Repair or replacement of damaged members shall be at the Contractor's expense and at no additional cost to the State.

The removal of existing stud shear connectors or existing lateral wind bracing gusset plates welded to the existing girders shall be conducted with extreme care in order to prevent damage to the existing girders. The gusset plate may be cut to within a minimum distance from the web or flange face the larger of  $\frac{1}{4}$  in. or the beam to gusset plate weld size, with the removal of the remaining material by grinding as described below. The cut shall be made parallel to the web or flange without angling the cut towards the web or flange. The equipment and method of cutting shall be approved by the Engineer. The existing stud shear connectors may be cut to within a minimum distance from the top flange face the larger of  $\frac{1}{4}$  in. or the stud to flange weld size, with the removal of the remaining material by grinding as described below. Any method of removal to be used shall ensure that no damage is done to the existing flanges, web, vertical stiffener or welds connecting these elements. The work shall also include trimming and grinding the ends of the existing girders of SN 016-0987 and SN 016-2456 at Pier 55 to accommodate the proposed finger plate joint as shown in the plans. The work shall also include removing the stiffener plates of an existing girder of SN 016-0987 to accommodate the proposed web plating as shown on the plans. This work shall be conducted with extreme care in order to prevent damage to the rest of the existing girders. The equipment and method of cutting shall be approved by the Engineer. Grinding for this work shall be completed as described hereafter.



The removal of the remaining material between the cut and the existing steel shall be performed by grinding. The existing steel shall be ground smooth to a roughness average (Ra) of 250  $\mu$  in. or less. Grinding equipment shall be approved by the Engineer. The grinding operation should not gouge the existing girder steel. If any pitting of the existing steel is found, the pits shall be ground out smooth at a pit depth to length ratio, in all directions, of 1 to 10. Any pits found that are deeper than 15% of the web or flange thickness shall be reported to the Bureau of Bridges and Structures for further disposition.

After the complete removal of the welded gusset plates, stiffener plates or stud shear connectors, the surfaces in the removal area shall be inspected using dye penetrant (PT), magnetic particle (MT) or other approved testing methods by qualified personnel approved by the Engineer. Any cracks found shall be identified and reported to the Bureau of Bridges and Structures for further disposition.

All cut and ground edges and any damaged areas requiring repair shall be cleaned and primed according to the Special Provision "Cleaning and Painting Contact Surface Areas of Existing Steel Structures".

Method of Measurement. Structural steel removal will not be measured for payment. Payment will be based upon the pounds (kilograms) of structural steel removal shown on the plans.

Basis of Payment. This work will be paid for at the contract unit price per pound (kilogram) for STRUCTURAL STEEL REMOVAL.

## **ADJUST ROCKER AND SOLE PLATE**

Description. This work shall consist of furnishing all material, equipment and labor necessary to adjust the rocker and remove and replace the welded sole plate (upper bearing plate) as detailed on the plans. The adjustments to conform to original temperature settings shall be done by cutting the sole plate free and bolting a new sole plate in the proper position to the lower flange or cover plate of the beam. This item shall also consist of the installation and subsequent removal of a jacking support system, including jacks, support beams, shims and all necessary cribbing to be used while adjusting the rocker and installing the new sole plate.

### Construction Requirements.

a) Jacking and Cribbing. Traffic shall be removed from the portion of the structure to be jacked prior to commencing jacking operations. The weight of the beam shall then be removed from the rocker by jacking and cribbing, and jacking shall be stopped when an 1/8 in. (3 mm) thick shim can be inserted between the sole plate and the rocker. The superstructure shall be raised in such a manner as to avoid distortion or damage to any of its members. Traffic shall be kept off the structure during the jacking operations until the structure is fully cribbed.

Jacking and cribbing details with calculations shall be submitted to the Engineer for approval prior to starting any jacking procedures. The Contractor's jacking plans shall be prepared and sealed by an Illinois Licensed Structural Engineer. The Engineer shall be present during the jacking operation and the jacking sequence shall meet with his approval. The Engineer's presence or approval shall not relieve the Contractor of responsibility for the safety of the operation or for damage to the structure.

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 extra cost to the Department.

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.

The Contractor shall assume all responsibility and be liable for any damage caused by improper supports for shoring in all cases and for any damage to existing utility conduits suspended under the bridge. 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.

b) Adjustment of Rocker and Sole Plate. After jacking and cribbing, the sole plate shall be removed from the lower flange (or cover plate) of the beam by using the air-arc method. The Contractor shall avoid removing any base metal of the lower flange (or cover plate). Any remnants of the original weld shall be removed by chipping and grinding and the mating surfaces finished smooth and free of projections.

The new sole plate shall be located along the lower flange so that the pintle connected rocker is vertical at 50°F (10°C) or at the correct position for existing structure temperature. Once the rocker is in the correct position the jack pressure shall be released to firmly seat the lower flange on the sole plate.

Bolt the sole plate to the lower flange and proceed to adjust the adjacent rockers if specified. After the rockers of one group have been initially adjusted, they shall be checked for correct position and re-adjusted if necessary following the steps above. Rockers with flat radii that are in extreme positions may have imparted lateral thrust to pier stems, which will be neutralized during initial adjustment.

The new sole plate shall then be field bolted to the lower flange or cover plate using bolts of the size shown on the plans.

Basis of Payment. This work shall be paid for at the contract unit price each for ADJUST ROCKER AND SOLE PLATE.

## **REMOVE CONDUIT ATTACHED TO STRUCTURE**

Description. This work shall consist of removal and disposal of the existing conduit externally attached to the bridge structure from its present location, including through the existing abutment backwalls and/or end diaphragms and under the existing approach slab or approach pavement, as shown on the plans or as directed by the Engineer.

Construction Requirements. No removal work will be permitted without approval from the Engineer. Any existing cables and wiring not previously removed shall be disconnected from the source and at the Contractor's option either removed from the conduit prior to or together with the removal of the conduit from the bridge structure. In addition to removal of the existing conduit, cables and wiring, this work also includes removal of any existing couplings, elbows, fittings, junction boxes, expansion couplings, conduit hangers, straps and/or clamps along with the attachment hardware (bolts, washers, nuts) which connect the conduit and appurtenances to the supporting structure.

Where existing conduit passes through an opening in the abutment backwall that is to be removed, that portion of the conduit, cables and wiring, and sleeve shall be removed either separately from or together with the backwall demolition. Where the existing backwall is to remain, after removal of the conduit, cables and wiring, the opening shall be filled with grout in accordance with Section 1024.01 in the Standard Specifications.

Removal of existing lighting units shall be in accordance with applicable portions of Section 842 of the Standard Specifications.

Any damage to equipment or portions of the existing bridge structure to remain resulting from the removal of the conduit, cable and/or wiring and associated hardware shall be repaired to its original condition, or replaced in kind at the Contractor's expense, to the satisfaction of the Engineer. The Engineer shall be the sole arbiter to determine the extent of any such damage.

Method of Measurement. Removed conduit attached to structure and behind abutment backwalls will be measured for payment in feet. Measurements will be made in straight lines along the centerline of each conduit, horizontally, between ends and changes in direction. Vertical conduit and sweeps around obstructions will not be measured for payment.

Basis of Payment. This work will be paid for at the contract unit price per lineal foot for REMOVE CONDUIT ATTACHED TO STRUCTURE, regardless of size and type, which price shall be payment in full for removal and disposal of all conduits, cables and wiring, couplings, junction boxes, elbows, fittings, hangers, straps, clamps, associated attachment hardware, any temporary support that may be necessary, and any equipment and labor required to perform this work, including equipment, labor and materials required to repair any existing equipment or portions of the existing bridge structure to remain that were damaged by the Contractor's removal and transportation operations. Any grouting required as a result of this work shall be incidental to the cost of this item.

## **SELECTIVE CLEARING**

Description. This work shall consist of extensive removal and disposal of shrubs, brush, debris (including rocks, bottles, etc.) and selected trees up to six (6) inches in diameter. Locations for Selective Clearing and vegetation to be cleared shall be designated by the Engineer.

All cleared areas shall be graded, trimmed, smoothed, and finished uniformly to the satisfaction of the Engineer with equipment approved by the Engineer. Disposal of material shall be done in accordance with Article 202.03.

Method of Measurement. Selective Clearing will be measured in units of 1,000 square feet. Areas not meeting the satisfaction of the Engineer shall not be measured for payment. Plan quantities are estimates only. Actual quantities will be measured in place. Agreement to plan quantities will not be allowed.

Basis of Payment. This work will be paid for at the contract unit price per unit for SELECTIVE CLEARING.

## **CLEANING BRIDGE SEATS**

Description. This work shall consist of blast-cleaning the pier cap and abutment bearing seats to remove all dirt, grease, foreign matter, and debris which may have collected. The work also includes the satisfactory disposal of all debris and bird waste, including residues generated by the cleaning process. The work shall be performed according to the applicable portions of Section 592 of the Standard Specifications.

Construction Requirements. Cleaning operations shall not commence until after backwall removal, and pier cap and abutment bearing seat repair operations are completed at the location to be cleaned.

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 Contractor's cleaning operations shall be repaired by the Contractor as directed by the Engineer at no additional cost to the Department.

The blast-cleaning may be performed by either wet sand blasting, high pressure water blasting, shot blasting, shrouded dry sand blasting, dry sand blasting with dust collectors, or other methods approved by the Engineer. The method used shall be performed so as to conform with air and water pollution regulations applicable to the jurisdiction where the work site is located and to also conform to applicable safety and health regulations. Any method which does not consistently produce satisfactory work shall be discontinued and replaced by an acceptable method. All debris of every type, including dirty water, resulting from the blast-cleaning operation shall be reasonably confined during the performance of the blast-cleaning work and shall be immediately and thoroughly removed from the blast-cleaned surfaces and all other areas where debris may have accumulated.

Prior to completion of the work, the Engineer will inspect the blast-cleaned surfaces and any and all contaminated areas shall be blast-cleaned again at no additional cost and without cause for the Contractor claiming delay.

Method of Measurement. This work will be measured per square foot of the actual area cleaned.

Basis of Payment. This work will be paid for at the contract unit price per square foot for CLEANING BRIDGE SEATS. The price shall be payment in full for blast-cleaning as specified, and for all labor, tools, equipment and incidentals necessary to complete the work as specified.

### **TEMPORARY SUPPORT SYSTEM**

Effective: November 20, 1995

Revised: April 4, 1997

Description: This item shall consist of furnishing all material and labor required to provide, install and subsequently remove temporary supports for pin and link replacement(s) as shown on the plans.

#### **Construction Requirements**

General: Either above deck or below superstructure temporary supports may be used, unless otherwise noted. The use of below superstructure temporary supports may require temporary supports in one or more spans to provide proper support.

Unless otherwise noted, traffic should be removed from that portion of the structure to be supported prior to commencing pin and link removal operations using temporary lane closures in accordance with the traffic control special provisions located elsewhere. Traffic should be kept off that portion of the structure until the installation of the pin and link.

A maximum of 25% of the girder lines may be retrofitted simultaneously. In the event that more than one girder line is being retrofitted at the same time, work shall not be allowed on adjacent girder line. If the contractor chooses to construct the temporary support from a slopewall, the cost of any excavation and/or slopewall removal and replacement shall be incidental to "Temporary Support System."

The Contractor shall submit details and calculations, prepared and sealed by an Illinois Licensed Structural Engineer, of the temporary support system he/she proposes to use (for each location where support is required) for approval by the Engineer before ordering of material and installation of the support system or removal of any pins or links. Such approval shall in no way relieve the Contractor of responsibility for the safety of the structure.

Basis of Payment: This work shall be paid for at the contract unit price each for TEMPORARY SUPPORT SYSTEM which price shall be payment in full and shall include all labor, materials and equipment necessary to complete the work as required.

**RE-ATTACH GUARDRAIL TO STRUCTURE**

Description. This item shall consist of furnishing all equipment, labor and materials to remove and reinstall existing guardrail, lower rub rail, and posts as required to facilitate expansion joint replacement at each of the parapets located at Abutment F of SN 016-0987. This work shall be performed according to the applicable portions of Sections 630, 631, 633 and 1006 of the Standard Specifications, applicable portions of District 1 Standards BM-21 and BM-22, and as directed by the Engineer.

Construction Requirements. New bolts, nuts and washers shall be used throughout the re-erection work. Drilling and grouting new anchor bolts is also included with this work as required.

Basis of Payment. This work shall be paid for at the contract unit price per each for RE-ATTACH GUARDRAIL TO STRUCTURE.

**CLEAN TROUGH**

Description. This work shall consist of furnishing all equipment and labor to clean the trough under the finger plate joints of all foreign material.

Materials. Materials shall be according to the following:

Item	Article/Section
(a) Water.....	1002

Construction Requirements. Debris shall be removed via hand, flushing with water, and/or other means which do not damage the interior or exterior of the existing drainage trough or surrounding elements. If trough is detached from the joint as necessary to unclog specific areas, it shall be reattached to a condition as good as or better than the existing condition as approved by the Engineer. Prior to completion, water must be demonstrated to flow through the trough in a manner acceptable to the Engineer.

Removal. Debris shall be properly disposed of by the Contractor in a timely manner.

Basis of Payment. The work will be paid for at the contract unit price per each for CLEAN TROUGH.

## **FENDER SYSTEM**

Description. This work, herein referred to as Fender System, shall consist of removal, disposal and replacement of deteriorated timbers and hardware, removal and disposal of galvanized plates, removal and reattachment or replacement of detached timbers, supports and hardware for the piers of SN's 016-0486, 016-0487 and 016-2408 located along the Sanitary and Ship Canal as shown on the Plans, as specified herein and as directed by the Engineer. This work shall also include furnishing, installing and removing temporary bumpers or other means to protect any portions of the existing Fender System exposed by removal of the existing timbers against vessel impact for the duration of the exposure as approved by the Engineer. This work shall be done in accordance with the requirements of Sections 501 and 507 of the Standard Specifications.

Materials. The timber shall be creosoted Dense Structural 65 Grade Southern Yellow Pine conforming to the requirements of ASTM D245 and the "Grading Rules for Southern Pine Lumber of the Southern Pine Inspection Bureau".

The seasoning, preparation, and treatment of timber shall be in accordance with the American Wood Preservers Association (AWPA) Standard for Preservation Treatment by Pressure Processes for All Timber Products C 1-73, and as specified herein.

All timber shall be thoroughly air seasoned before treatment according to AWPA Standard M 1-72. Conditioning by oil or steam seasoning will not be permitted.

The preservative shall be creosote (AWPA P1/P13-91) or creosote coal tar solution (AWPA P2-58, Grade A) which shall conform to the requirements as set forth for each in the 1993 Manual of Recommended Practices of the AWPA. Treatment of timber shall be in accordance with AWPA Standard C2-93 and shall be treated to retain at least ten (10) pounds of preservative per cubic foot.

Handling. Timber shall be handled so as to avoid dropping, bruising, or breaking the outer fibers, or penetrating the surface with tools before or during installation. Sharp pointed tools shall not be used in handling the creosoted timber bumpers.

Hardware. Lag Screws with washer heads shall be ASTM A307 Grade A and shall be hot-dipped galvanized according to AASHTO M 232, Class C.

Construction Requirements. The Contractor shall notify the Coast Guard at least 30 days prior to starting the work to coordinate vessel passages and issue notice to mariners. Contact Mr. Scot Striffler, Bridge Program Manager, Ninth Coast Guard District at (216) 902-6087.

The Contractor shall perform this work in such a manner that debris is not dropped into the canal. Any debris dropped into the canal shall be immediately removed as directed by the Engineer.

All existing dimensions and locations of proposed vertical members shall be measured and verified in the field prior to ordering of the new timbers. Timbers shall not be cut in the field. Existing Fender System panels that are detached or have damaged components as shown in the following photo shall be disassembled as required, repaired in-kind, and reattached to its originally constructed position to allow the existing and new timbers to be properly aligned.



SN 016-0487 – Pier 15 – Detached Fender System Panel



The Contractor shall be aware that the water elevation of the Canal is expected to be below the bottom of the bottom horizontal timber and that depending on weather conditions and the time of construction, the water elevation may be higher than the expected elevation. As such, the Contractor shall make all provisions for performing the work where the water elevation is higher than the bottom replacement timbers at no additional cost to the contract.

Submittals. Before ordering materials or beginning fabrication, the Contractor shall submit 3 sets of 11 x 17 in. working drawings showing the existing piers, existing fender system layout and dimensions, detached or damaged components, layout and dimensions of new timbers, replacement components and hardware, material specifications and construction procedures to the Engineer for review and approval.

Basis of Payment. This work will be paid for at the contract lump sum price for FENDER SYSTEM, which shall be payment in full for furnishing all labor, tools, equipment, materials and incidentals necessary to complete the work as herein specified, as shown on the Plans and as directed by the Engineer.

## **DRAINAGE SCUPPERS**

Description. This work shall consist of furnishing and installation of Drainage Scuppers, along with all necessary hardware, labor and equipment required for installation, as detailed in the Plans and as directed by the Engineer.

The materials and other requirements are as shown on the plans. Where scupper downspouts are to connect to a bridge drainage system as indicated elsewhere on the plans, coordinate the details of the scupper downspouts to connect and discharge to the drainage system.

Method of Measurement. Drainage Scuppers, of the type specified, will be measured for payment per each installed, completed and accepted.

Basis of Payment. This work will be paid for at the contract unit price per each for DRAINAGE SCUPPERS, of the type specified, which payment shall constitute full compensation for furnishing and installing the scupper (frame and grate), downspouts, anchor studs and accessories, and for furnishing all labor, equipment, tools and incidentals necessary to complete the work as specified.

## **SIGN SHOP DRAWING SUBMITTAL**

Effective: January 22, 2013

Revised: July 1, 2015

Add the following paragraph to Article 720.03 of the Standard Specifications:

Shop drawings will be required, according to Article 105.04, for all Arterials/Expressways signs except standard highway signs covered in the MUTCD. Shop drawings shall be submitted to the Engineer for review and approval prior to fabrication. The shop drawings shall include dimensions, letter sizing, font type, colors and materials.

## LIGHT TOWER

Effective: July 1, 2015

1. Description. This work shall consist of furnishing and delivering a light tower complete with lowering device, and all appurtenances required for a complete operating unit.
2. Definitions.

**Light Tower:** The complete light tower shaft and lowering device as one integral working system.

**Shaft:** The light tower shaft.

**Lowering Device:** The components involved with the mounting, operation, and raising and lowering of the luminaire ring, luminaires.

**Tower Height:** The height of the tower shall be measured from the bottom of the base plate to the center-line of the luminaire tenon arm. This dimension is also referred to as Mounting Height.

3. Materials. Materials shall be as specified elsewhere herein.
4. Submittals and Certifications. Shop drawings, product data and certifications shall be submitted. The submitted information shall be complete and shall include information relative to all specified requirements suitable for verification of compliance.

**THE SUBMITTALS SHALL BE ARRANGED AND CROSS-REFERENCED TO THE SPECIAL PROVISIONS. FAILURE TO CROSS-REFERENCE THE SUBMITTAL INFORMATION WITH THE SPECIAL PROVISIONS WILL RESULT IN THE SUBMITTAL BEING RETURNED WITHOUT REVIEW.**

The submittal information shall be dated, current, project specific, identified as to the project, and shall also include the following calculations and certifications:

- Shaft design calculations, including Registered Engineer Certification.
- Lowering device seating force calculations.
- Certification of intent to provide domestic steel in accordance with Article 106.01 of the Standard Specifications.
- Welding details and procedures.
- Letter of intent to provide specified weld inspection reports.
- Confirmation of coordination between anchor rod supplier and tower manufacturer for adequacy of anchor rod assembly.
- Manufacturer's recommended installation procedures.
- Letter of intent to provide manufacturer's representative during installation and to provide specified installation certification.

All certifications shall be notarized. A PDF format copy of the submittal shall be provided with all submittals, including resubmittals, on CDROM. Light tower submittals will require a longer review time than other items as and such the review period referenced in Article 105.04 shall be 60 days.

5. Deleted

6. Light Tower

6.1 General. Light towers (high mast poles) shall consist of any poles 24 m (80 ft) or more in length.

Each light tower shall be complete with internal, integral motorized lowering mechanism, luminaire ring, pole top hood, internal electric power cables, luminaire counter-weight (when applicable), and all appurtenances required for a complete operating unit.

The design shall be based upon AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" current at the time the project is advertised with the following exception; the Illinois Department of Transportation waives the requirements of Chapter 5, Section 5.14.6.2 – Reinforced Holes and Cutouts for high mast lighting towers.

The calculated loading shall incorporate a total combined luminaire weight of 720 lbs and a total projected area of 7.3 m<sup>2</sup> (24 ft<sup>2</sup>) plus 10 sq ft (0.93 sq m) for the hood. A 90 mph (145 km/hr) wind velocity and a minimum design life of 50 years shall be applied using Fatigue Category 1.

Light towers shall be designed and constructed so no structural member or other component is applied in excess of the manufacturer's recommended rating (when applicable) or the published rating, whichever is lower.

The light towers shall be of a height and luminaire capacity as indicated and shall be of the non-latching ring support design. A latching-type ring support will not be acceptable.

The tower shall be provided as a single coordinated assembly, with one entity responsible as manufacturer of the whole. One entity must be the manufacturer of the lowering device or the tower shaft, or both, shall warrant the entire coordinated assembly.

6.2 Deflection. The design of the tower shaft shall achieve a maximum, fully loaded deflection at the top of the pole, which is not greater than the following percentage of the tower height:

<b>Light Tower Maximum Deflection</b>		
Tower Height		Maximum Deflection as % of Tower Height
Meters	Feet	
49	160	13.70
46	150	10.04
43	140	7.80
40	130	6.02
36	120	10.75
33	110	7.80
30	100	5.30
27	90	4.50
24	80	3.50

6.3 Shaft.

6.3.1 The tower shaft shall be a low deflection tapered shaft having polysided, circular, or elliptical cross sections. The shaft cross section at the top shall be not less than 190 mm (7.5 in.) in length across the major axis. The shaft cross section at the bottom shall not be greater than that which is compatible with the base plate bolt circle specified, and shall not be less than 600 mm (24 in.) in length across the minor axis for new installations.

6.3.2 All tower shaft components, including, but not limited to the shaft sections, tower sections, base plates, handhole door, handhole reinforcing, rain gutter, and base plate shall be fabricated from high strength, low alloy steel with minimum yield strength of 345,000 kPa (50,000 psi) according to AASHTO M 223 (ASTM A 572 GR 50).

6.3.3 Each tower shaft shall be constructed of not more than the following welded or slip fitted sections:

<b>Maximum Light Tower Sections</b>		
Tower Height		Maximum Number of Sections
Meters	Feet	
49	160	4
46	150	4
43	140	4
40	130	4
36	120	3
33	110	3
30	100	3
27	90	3
24	80	2

6.3.4 Sections which are slip fitted shall have slip joints with a minimum overlap of 1.5 times the diameter of the bottom of the upper section at the slip joint. Towers having slip joint construction shall be pre-fitted and match marked at the factory and shall be shipped disassembled for assembly at the job site. Slip joints shall be marked with a scribe to allow verification that 1.5 times diameter insertion is provided. A copper bonding jumper, included with the tower, shall bond slip fit pole sections together with a flat copper mesh and UL Listed ground lugs. The bonding jumper shall not interfere with the operation of the luminaire ring.

#### 6.4 Handhole.

6.4.1 Each tower shaft shall be constructed with a handhole/access door for access to power connections and lowering mechanism equipment. The handhole shall be large enough to make the following items visible from an extended operating position and accessible for maintenance: cable drum, transition plate, and the drive train oil level indicator. The handhole shall be sized and arranged to permit removal of the lowering mechanism without excessive dismantling of the equipment. The handhole may be a reinforced opening in the pole shaft as detailed on the plans or may be a part of a flared shaft base assembly as approved by the Engineer. The flared base shall not be considered a separate section of the tower shaft. Minimum opening dimension for the handhole shall be 300 mm x 900 mm (12 in. x 36 in.) and it shall have a lockable door. The handhole shall be located so as to not interfere with the operation of the door clamps, and it shall be positioned on the tower shaft to align on center with one of the anchor bolt (rod) positions and at a minimum height, as detailed on the plans, to facilitate access to mounting nuts with tools required for installation.

6.4.2 The handholes in the pole shafts shall have rounded corners and shall be reinforced to maintain the original strength of the tower shaft. Flared base assemblies shall maintain the strength of the shaft and have no nonround protrusions.

6.4.3 Handhole Door. The handhole shall have a door with a full-height stainless steel piano hinge, or with not less than two stainless steel hinges. A bolt through a door and frame eyelet shall not constitute an acceptable hinge. Hinges shall be heavy duty, suitable for the weight of the handhole door. The handhole door shall not be warped in any direction. The door hinge shall be attached with stainless steel nuts and bolts.

6.4.4 Handhole door gasket. The door/opening shall be gasketed in a manner which will prevent the entry of water into the tower and the door shall have a tight compressive seal employing a tubular gasket to assure compressibility. The gasket shall be a one piece design and shall be jointed by chemical fusion at the bottom of the opening.

- 6.4.5 Handhole door clamps. The door shall be held closed with a 12 gauge captive adjustable, spring loaded, stainless steel clamp assembly. The clamps shall have a depth stop feature to insure uniform sealing pressure at all clamp points. A minimum of four clamps shall be used around the non-hinged sides of the door assembly. The door clamp locations and handhole shall be coordinated with the tower so that the clamps can operate over their full range of movement without any interference from other tower components including anchor bolts which may protrude up to 6" above the top surface of the base plate. The door clamps shall be attached with stainless steel nuts and bolts.
- 6.4.6 Padlock provision. A stainless steel padlock hasp and staple shall be provided for locking the door. Door hardware shall be stainless steel. The door shall be equipped with an integral door stop/hold-open mechanism.
- 6.4.7 Rain Shield. A rain shield shall be placed above the handhole to direct water away from the handhole. The shield shall be fabricated of the same material as the pole shaft, shall have rounded corners, and shall be permanently welded to the shaft. The rain shield cannot interfere with operation of the handhole door or door clamps. Details of the configuration and welding shall be submitted for the Engineer's approval.
- 6.4.8 Cable Hook. A cable hook/cradle, readily accessible from the front of the tower, shall be provided to hang the control operator cable assembly when not in use. The hook or cradle shall be made from steel rod no less than ½-inch in diameter and shall be painted as the pole is. This hook or cradle shall be large enough to hold 25 ft. (7.5m) of power cable and positioned for practical in-field use. The hook shall not have sharp edges or protrusions that could damage the cable, and it shall not interfere with the operation of the lowering mechanism.
- 6.4.9 Ground Lug. Each tower shaft shall have a handhole accessible ground lug welded to the shaft for connection of ground conductors. The lug shall be UL Listed and accessible with the lowering device installed.
- 6.4.10 Interior Bolt Exposure. Bolts attaching the various components to the tower, handhole, and handhole door shall be properly sized and coordinated with the matching nuts so that no more than 0.25" of thread is exposed past the nut when properly tightened.
- 6.5 Deleted.

6.6 Base Plate.

6.6.1 The base plate shall be factory predrilled (slotted) for the number and configuration of anchor rods as provided in the following table:

Base Plate Configuration				
Tower Height		Min, number anchor rods	Rod Circle	
Meters	Feet		mm	inches
49	160	8	965	38
46	150	8	965	38
43	140	8	914	36
40	130	8	914	36
36	120	8	914	36
33	110	8	762	30
30	100	8	762	30
27	90	8	762	30
24	80	6	762	30

The base plate shall have a round (disk) shape of the specified outer diameter or as otherwise approved by the Engineer. The minimum thickness of the base plate shall be 50 mm (2.0 in.). The base plate shall be circumferentially welded to the tower shaft and, as noted above, the plate shall be oriented such that one anchor rod is aligned with the vertical center line of the handhole.

7. Welding.

7.1 Manufacturer Welding Requirements.

7.1.1 Circumferential welds. Circumferential welds, including top flange welds, shall be full penetration welds.

7.1.2 Longitudinal welds. Longitudinal welds shall have a minimum of 60 percent penetration, except the longitudinal welds on both the male and female shaft sections shall be full penetration welds within a distance of two diameters of overlap joints.

Minimum preheats for welds shall be 40° C (100° F) for fillets, 65° C (150° F) for seams, and 110° C (225° F) for circumferential welds.

Weld procedure specifications for seams and circumferential welds must be qualified according to Section 4, Part B of AWS D1.1. Charpy V-Notch (CVN) impact specimens shall be tested according to Table III-1 (note 2) of Appendix III for minimum values of 34 J (25 ft lb) at 4° C (40° F). Fillet weld procedures shall be tested according to Table 4.4 of AWS D1.1.

The welds shall be smooth and thoroughly cleaned of flux and spatter and be according to the AWS.

All full penetration welds shall be inspected for soundness by the ultrasonic method and all partial penetration welds shall be inspected by the magnetic particle method. Welding inspection reports shall be submitted to the Engineer for approval. The welding symbols and complete information regarding location, type, size, welding sequence, and WPSs shall be shown on all shop drawings. The Contractor shall submit the manufacturer's welding procedures, including inspection procedures, to the Engineer for approval.

- 7.2 Independent Welding Inspection. In addition to manufacturer's own welding inspection, the Contractor shall have welding inspected by an independent Certified Welding Inspector (CWI). The selected inspector shall be approved by the Engineer before any inspecting is performed. The NDE inspector(s) shall be independent nondestructive testing inspector(s), certified as level II in RT, UT, and/or MT as applicable. The methods for testing full penetration and partial penetration welds by the independent welding inspector(s) shall be the same as specified above in section 7.1

The independent welding inspector shall send the test results directly to the Engineers, as follows: Illinois Department of Transportation, Attn: Engineer of Structural Services, 2300 S. Dirksen Parkway, Bureau of Bridges & Structures, Springfield, Illinois 62764 and to: Illinois Department of Transportation, District 1, Attn: Electrical Design Section Chief, Bureau of Traffic Operations, 201 West Center Court, Schaumburg, Illinois 60196. All welds must pass inspection. Any deficient welds must be brought to the attention of the Engineer and corrective measures must be outlined.

8. Light Tower Finish.

The light tower shall be hot-dip galvanized including the handhole, handhole door, base plate, mounting plate and all other elements welded to the shaft according to AASHTO M 111. Stainless steel components shall remain the natural stainless steel finish.

9. Head Frame.

- 9.1 Each tower shall be equipped with a head frame assembly to support and guide the luminaire ring assembly.
- 9.2 The head frame and luminaire ring shall have a positive mating/alignment interface at which the seating force is applied at each support cable. The interface shall be designed to operate with not less than 1.3 kN (300 lbs.) of total seating force distributed among the interface points. Manufacturer calculations shall be submitted to confirm this requirement. The stop used at the top of the tower shall not deform with the full force applied.



- 9.3 All head frame members and components, including support arms, shall be fabricated of steel of the same type as specified for the tower shafts or stainless steel of appropriate strength. The head frame shall have a head plate, a support, and 2 pulleys for each support cable. All openings in the head frame assembly shall be machined smooth and free from any burrs and sharp edges which could damage the support cables and power cable.
  - 9.4 The head frame shall have a power cable pulley placed between and roughly equidistant from 2 support arms, with a pulley diameter around the groove of not less than 350 mm (14 inches).
  - 9.5 The power cable shall pass through the head frame assembly utilizing a four-way roller guide assembly sized to accommodate the outside diameter of the power cable.
  - 9.6 Pulleys shall be constructed to allow associated cables to ride freely within pulley grooves and cable guides shall be incorporated to prevent cables from riding out of pulleys.
  - 9.7 Pulleys, attachment hardware, latches, hinges and the like shall be stainless steel. Pulleys shall be made of Unified Numbering System type 300 stainless steel and have permanently lubricated sealed bearings except the power cable pulleys may be cast aluminum or high-strength nylon.
  - 9.8 The head frame assembly shall be equipped with a metal hood. The hood shall protect the operating head frame components from damage or deterioration from weather but shall permit pole ventilation while preventing the entry of birds. The hood shall have a strong secure mechanical means to open/raise the hood for the future maintenance of the head frame such as a spin screw mount, and shall have a double-secured latching system to assure closure. The Design shall be such as to minimize the risk that the hood will be displaced from gusts of wind. The head frame assembly shall be match-marked to its tower shaft and shall be attached to the shaft by stainless steel hardware.
10. Luminaire Ring.
    - 10.1 Each tower shall be provided with a luminaire ring suitable for twelve (12) luminaires of the type, and orientation specified. The ring shall mate/align with the head frame and shall be coordinated relative to seating force.
    - 10.2 The ring shall be designed for lowering to a position with the center line of luminaire arms 1.4 m (54 inches) or less above the top of the tower base plate. The exact fully-lowered position shall be adjustable in the field. Wiring shall be fully enclosed in a metal raceway.

- 10.3 The ring shall be equipped with spring loaded bumpers, spring loaded rollers, spring-loaded outriggers or other shock-absorbing mechanism to guide the ring during the raising/lowering operations. The guide mechanism shall be spring loaded and shall be designed to minimize shock to the luminaire during raising and lowering. These devices shall be attached in a secure manner. The mechanism does not have to maintain constant contact with the tower shaft.
- 10.4 Arms for the attachment of luminaires shall be standard 50 mm (2-inch) diameter tenon arms. The arms shall be attached to the ring in a secure manner either by welding or by means of stainless steel bolts, nuts, lock washers and hardware such that a permanent rigid attachment is achieved. Arms shall be approximately 325 mm (13 inches) in length, coordinated with luminaire size and configuration and shall be arranged so that the overall diameter of the ring, including the luminaire, does not exceed 3.4 m (11 ft.). A "T" arm configuration shall be used as indicated in the plans and described elsewhere herein. Tenon arm ends shall be threaded to accept a PVC pipe cap. All tenon arms shall be capped. The tenon arms shall be level when the ring is in the raised position.
- 10.5 The ring raceway shall be arranged with screened weep holes of not less than ½-inch diameter at no less than 90 degree intervals around the ring.
- 10.6 The ring shall be equipped with an enclosed wire raceway and a stainless steel NEMA 4X terminal box for wiring of the luminaires and CCTV camera.
- 10.6.1 Junction Box. The box shall be made of Type 304 stainless steel, not less than 2.03 mm (14 gauge), with all seams continuously welded with stainless steel weld wire and ground smooth. Exterior surfaces shall have a smooth polished finish. The box shall be UL 50 "Junction and Pull Box", "Junction Box", or "Pull Box".

A grounding lug shall be provided for the connection of the equipment grounding conductors as required by NEC Article 250-114.

The box shall have an overlapping stainless steel cover and shall be secured to the box with a continuous stainless steel hinge and a minimum of 4 captive stainless steel clamps utilizing captive stainless steel hex-head bolts or deep slotted stainless steel screws.

Be suitable for surface mounting, complete with external stainless steel mounting lugs or brackets welded to the enclosure.

The box cover shall have a continuous formed, seamless, urethane, oil-resistant gasket. The gasket shall be extruded directly onto the junction box cover. The gasket shall adhere to the cover without the use of adhesives. A neoprene strip gasket, or urethane strip gasket cut out of a larger sheet and glued to the junction box will not be acceptable.

10.6.2 The box shall be arranged and connected to the top of the ring from the top of the box in a manner that precludes moisture draining from the ring into the box. All fittings penetrating the box shall be watertight hubs with an integral O-ring. The hubs shall be watertight and corrosion resistant NEMA 4X and have an insulated polycarbonate throat. The insulated throat shall be rated up to 105° C. The hubs shall be UL Listed and comply with UL Standard 514B.

10.6.3 The box shall be equipped with a hinged door and a latch or with captive stainless steel closure hardware acceptable to the Engineer and an external special fixed-mount plug with a retained cap as specified elsewhere herein to accept a test power connection when the ring is in the lowered position.

10.6.4 The box shall, on the side, have the main tower cable entry and the entry for the luminaire wires; it shall also contain a terminal strip with identified terminals for connection of the main power cord, luminaires, and the test power receptacle. The terminal strip shall have terminals sized to accommodate the cables to be connected and shall have luminaire connection terminals to accommodate the usage of all luminaire positions.

10.7 The ring shall facilitate ease of wiring to the arms by the use of removable gasketed covers, physical arrangement, or other means acceptable to the Engineer. Arms shall be factory or field wired according to NEC Article 410-31 using No. 10 wire having ethylene propylene rubber (EPR) insulation or bonded composite EPR insulation with a chlorosulfanated polyethylene jacket, rated 600 V not less than 90° C (194 ° F.), RHH-RHW, U.L. listed with solid color coding.

<b>Luminaire wire</b>		
<b>Insulation Type</b>	<b>Average EPR Insulation Thickness</b>	<b>Average Jacket Thickness</b>
Single Material EPR	1.1 mm (45 mils)	n/a
Bonded Composite Insulation Thickness	0.8 mm (30 mils)	0.4 mm (15 mils)

Wiring shall be color coded (black, red, white, and green, as applicable) with coloring via outer material color or by painting with a process approved by the Engineer. Wire rating information shall be visible in a contrasting color. Wires shall be installed to all luminaire arms. Luminaire wires shall extend 600 mm (24 inches) longer than their respective tenon arm and shall be trained back into the arm which shall then be closed with a protective cap for shipment of the jobsite. All wires shall be capped and crimped with sealant and heat-shrink insulating sleeves (wire nuts, tape, crimps, etc. will not be acceptable.). Wiring shall alternate circuits to the luminaire arms so that adjacent arms are not on the same circuit. All ring wires shall be tagged with wire markers at both ends. The tenon arms shall also be tagged corresponding to the wiring contained within.

- 10.8 The luminaire ring shall be factory checked and marked for proper positioning and luminaire orientation. Catalog cuts and shop drawings shall indicate the orientation of the luminaire ring, handhole, and bolt circle in relation to each other on a single drawing.
  - 10.9 The ring shall be complete with a counterweight for each unmatched luminaire to maintain ring balance.
  - 10.10 All luminaire rings shall be arranged to accommodate the complete indicated compliment of luminaires, regardless of the number actually to be installed, to facilitate luminaire positioning and orientation. For rings of 6 positions or less, each position shall have a tenon arm. For rings of more than 6 luminaire positions, the arrangement shall be accomplished by a "T" type of tenon arm to produce two luminaire mounting positions from a single extension arm, or by other means approved by the Engineer.
11. Lowering and Support Mechanism.
- 11.1 The support shall be of the non-latching design.
  - 11.2 The mechanism shall operate to raise the luminaire ring to its fully raised position and to lower the ring to a position with the centerline of the luminaire tenon arms 1.4 m (54 inches) or less above the top of the tower base plate. The exact fully-lowered position shall be adjustable in the field.
  - 11.3 The lowering and support mechanism shall include, but not be limited to the support cables, power cable, pulleys, winch, gear reducer, mechanical clutch, electric motor, control and all accessories and appurtenances for a coordinated operating system.
  - 11.4 The lowering and support scheme shall be of the 2-cable or 3-cable type as specified.
  - 11.5 Three-cable mechanisms shall incorporate 3 support cables joined via an appropriate proven transition design to a single hoist cable wound around a single hoist winch. The transition design shall be such to prevent twisting of the support cables, to assure smooth winding of the cables on the winch and to prevent binding on the inside of the tower shaft.
  - 11.6 Two-cable mechanisms shall incorporate 2 support/hoist cables wound around a dual winch assembly. The design shall be such to prevent twisting of the cables and to assure smooth winding of the cables on their respective winches and to prevent binding on the inside of the tower shaft.

- 11.7 The hoisting system shall be securely mounted and the lower assembly, i.e. motor, winch, mechanical clutch, gear reducer, etc., shall be designed to allow ease in removal of the equipment via the tower handhole without dismantling the system. Individual components shall be accessible and removable without the removal of other components. Mounting plates and other mounting templates and provisions shall have standardized dimensions to facilitate removal and interchangeability from unit to unit. Mounting hardware shall have an abundant strength safety factor and shall be positioned for even distribution of load.
- 11.8 The lowering device shall tightly position the luminaire mounting ring against the head assembly frame by applying a holding force evenly distributed among the seating/interfacepoints. The total force required by the system must not be less than 1.3 kN (300 lbs.) greater than the weight of the luminaire mounting ring with all luminaire positions occupied by luminaires. There shall be a positive indication at the handhole that the required force has been applied, visible from the extended operating position away from the handhole and not under the ring. Submittal information shall include load and seating force calculations to demonstrate compliance with specified requirements.
- 11.9 The mechanism shall be equipped with a multi-point safety chain and hook assembly to maintain the tension on the support system, allowing the motorized winch assembly to be disengaged. Chain and all hardware shall be stainless steel.
- 11.10 The system shall be designed so that unbroken power cable, suspension and/or hoist cable can be replaced from ground level.
- 11.11 Support and Hoist Cables.
- 11.11.1 Cables (wire rope) shall be manufactured from Type 302 stainless steel having a carbon content of 0.09 to 0.15 and shall be a stranded assembly coated with a friction-limiting non-corrosive lubricant.
- 11.11.2 Cables shall be 7x19 wire strand and have no strand joints or strand splices.
- 11.11.3 Cables shall be manufactured and listed for compliance with military specification MIL-W-83420B, Type 1, Composition B.
- 11.11.4 Cable terminals shall be stainless steel compatible with the cable and as recommended by the cable manufacturer. The terminals, swaging, etc. shall meet the requirements of military specification MIL-T-781 and shall be so listed. Care shall be exercised to assure a match of connector sizes to the wire rope size(s), and, to the extent possible, connectors shall have visible size markings.

- 11.11.5 For 3-cable systems, the support cables shall each be not less than 5 mm (3/16 inch) in diameter and the hoist cable shall not be less than 8 mm (5/16 inch) in diameter.
- 11.11.6 For 2-cable systems, the support/hoist cables shall each be not less than 6 mm (1/4 inch) in diameter.
- 11.11.7 As part of the tower shop drawings and product data submitted for approval, support and hoist cable information shall be provided. Submittals without such information will be incomplete and will be rejected. The information shall include, but not limited to:
- Catalog information to confirm sizing, stranding and other specified requirements.
  - Evidence of listing as military specification cable as specified.
  - Certification of compliance with all specification requirements made by the cable manufacturer.

Documentation of arrangement to provide a sample of the support cable to an independent laboratory as selected by the Engineer for testing to the military specifications listed herein, with results to be sent directly to the Engineer, all included incidental to this item. Copies of recent test reports made on identical cable indicating compliance with military specification requirements shall be submitted. The test reports shall include as a minimum, the following:

- Breaking Strength test.
- Endurance test.
- Stretch test.
- Test load.
- Chemical Composition.

## 11.12 Winch.

- 11.12.1 Drum. The winch/gear reducer assembly shall have a drum suitable for the hoist of support/hoist cables, arranged to provide smooth winding of the cable and to prevent slippage. The drum shall be stainless steel or cast/ductile iron and shall have a diameter not less than 18 times the diameter of its respective cable (wire rope). The winch drum shall be designed with cable guides for a smooth cable take-up of level lays and to prevent the cable from riding over the drum flange. The drum shall have the end of the cable attached by means of a swaged connection and one full layer of cable shall be wound on the drum even when the ring is in the fully lowered position. The drum flange axle shall be supported at both ends.

- 11.12.2 Gear Reducer. Each assembly shall incorporate a gear reducer having a reduction ratio which will prevent free fall of the luminaire ring upon failure or disengagement of the drive unit and which will produce a travel rate of 3 m (10 ft.) to 4.6 m (15 ft.) per minute under normal operation.
  - 11.12.3 The unit shall have a worm gear which is totally enclosed in a lubricating reservoir. The lubricant shall have a viscosity range suitable for proper operation in ambient temperatures from -40° C to 49° C (-40° F. to 120° F.)
  - 11.12.4 The worm shall be manufactured of case hardened ground alloy steel or cast iron.
  - 11.12.5 The gear shall be of bronze alloy or of a proven alternate material and design acceptable to the Engineer with and the gear shall be keyed to the output shaft. The output shaft shall be high quality medium carbon steel ground to close tolerances. The worm and output shaft shall be mounted on anti-friction bearings. All shaft extensions shall be equipped with a lip-type synthetic element and oil seals.
  - 11.12.6 The unit shall have provisions to verify oil levels in all gear boxes, and oil level indication shall be visible from the handhole when the unit is installed.
- 11.13 Clutch. The mechanism shall incorporate a mechanical clutch, installed between the winch/gear reducer and the cable winch assembly. The clutch shall be of mechanical type, in a sealed cast metal housing. The clutch torque shall be factory calibrated and coordinated with the electric motor. The clutch shall act to limit the seating force of the raised ring to a pre-established value. The clutch shall be suitable for the application and torque limitation and shall not deteriorate with use.

11.14 Motor.

- 11.14.1 The electric motor shall be matched to the load and torque characteristics required for a fully loaded luminaire ring and shall not be less than 746 watts (1 horsepower).
- 11.14.2 The motor shall be capable of producing torque in excess of the clutch maximum torque rating. The motor shall be totally enclosed fan cooled (TEFC), shall be reversible to operate the lowering mechanism in both directions, and shall be suitable for operation on the power supply characteristics shown on the drawings. Submittal information shall include complete motor data, including, but not limited to:
- Manufacturer
  - Nameplate Rated Watts (Horsepower)
  - Rated Voltage
  - Full Load RPM
  - Full Load Current
  - Locked Rotor Current
  - NEMA Design Letter
  - Insulation Class
  - Torque Data
  - Dimensional Data

11.15 Lowering Device Control.

- 11.15.1 The lowering device control shall consist of motor short circuit and motor running overcurrent protection and motor control complete with all appurtenances and interconnecting wiring. The control may incorporate a reversing motor starter or a suitably-rated reversing control station.
- 11.15.2 The lowering device control may be provided in a separate NEMA 4X stainless steel enclosure or in the enclosure with the tower main Electrical breaker, provided the remote control station is a separate remote device.
- 11.15.3 The lowering device motor shall have a motor disconnecting means circuit and running overload protection according to N.E.C. requirements. The motor disconnect and short circuit protection shall be achieved by a molded case thermal magnetic bolt-on circuit breaker rated at 600 volts, of an ampere rating suitable for the motor and having a UL-listed interrupting rating of not less than 14,000 rms symmetrical amperes at 480 volts and 10,000 rms symmetrical amperes at 240 volts.



- 11.15.4 Running overcurrent protection shall be according to N.E.C. requirements. Motor overload protection shall be achieved by an appropriate dual element fuse in a spring-loaded screw-in type small-dimension fuse holder mounted within the enclosure in a suitable box or other arrangement approved by the Engineer.
- 11.15.5 The motor starter, if incorporated, shall not be smaller than NEMA size 1, shall be rated 600 volts and shall be full voltage, reversing type, with arc-extinguishing characteristics and renewable silver-to-silver contacts. A reversing control switch, if incorporated, shall be rated well in excess of the duty required and in no case less than 2,240 watts (3 horsepower) at 230 volts single phase. The control shall be momentary contact, raise-stop-lower with a neutral stop condition, requiring positive action by the person operating the device to keep the motor energized. The control shall have auxiliary contacts as indicated and as required for the control.
- 11.15.6 The enclosure shall have an exterior position-indicating trip-free operating handle for the motor circuit breaker. The enclosure(s) shall have exterior nameplates to read "LOWERING DEVICE CONTROL" and "MOTOR CIRCUIT BREAKER" as well as an interior nameplate "MOTOR OVERLOAD FUSE" which shall also be inscribed with the applicable fuse type and ratings. Nameplates shall be engraved, 2-color, attached with screws.
- 11.15.7 The line side power to the lowering device control shall be obtained via a plug extended connection to the power distribution cord/receptacle.
- 11.15.8 The control shall be complete with a cable-connected remote control station. The control station shall incorporate heavy duty control devices in a non-metallic impact-resistant NEMA 4X enclosure. The control shall be "dead man" type with "RAISE" and "LOWER" controls, requiring the operator to hold the respective control depressed in position for movement of the ring in either direction and with release of the control to stop the mechanism. The cord shall incorporate a No. 12 ground wire and the number of conductors required for a control, with control conductors not less than No. 14. The cord shall be weatherproof with watertight connections at either end and it shall be long enough to allow the operator to stand 7.5 m (25 ft.) away from the lowered luminaire ring. Provisions for storage of the control station and cord such as a suitable hanger cradle, shall be provided in a manner easily accessible at the handhole and in a location which precludes interference with the internal components of the lowering mechanism.

11.15.9 Cables extended from the enclosure shall be passed through a watertight sealing bushing and the cable shall be supported and arranged to preclude interference with the lowering mechanism. Wiring shall be in compliance with NEC requirements. Motor wires shall not be less than No. 12 and motor wiring shall be extended in UL-listed extra-flexible, weatherproof cord or other cord approved by the Engineer with suitable fittings, bushings and supports. All equipment shall be grounded and bonded via an appropriately sized equipment ground wire.

#### 11.16 Electric Power Distribution.

11.16.1 Electric power for motorized operation of the lowering mechanism and for the power supply to the lighting shall be taken from the lighting circuitry feeding the tower. The distribution shall provide termination of the supply feeder, extension to a tower main breaker and distribution to lighting and the lowering device. The power cable extension from the branch circuit feeding the light tower shall be a sealed with a multi-leg heat shrink break out boot.

11.16.2 The tower shall be equipped with a main circuit breaker. The circuit breaker shall be molded case, 2-pole, 40-ampere thermal magnetic, bolt-on type having a UL-listed interrupting rating of not less than 14,000 rms symmetrical amperes at 480 volts. The breaker shall indicate "ON", "OFF" and "TRIPPED" conditions and the handle shall be trip-free.

11.16.3 The main breaker shall be housed in NEMA 4X stainless steel enclosure with an external, position-indicating operating handle with padlock provisions. The enclosure shall have a 2-color engraved nameplate to read "MAIN BREAKER", attached with screws. The box shall have openings and suitable bushings for cable extensions.

11.16.4 The main breaker shall be arranged for line-side connection to incoming feeder conductors entering the base of the tower via an extension of multi-conductor cable. The load side of the main breaker shall be connected to a cord and receptacle which shall be arranged for connection to either the luminaire ring main power, the lowered luminaire ring test power or the lowering device control.

11.16.5 Each connection to the main breaker shall be made with the specified electric power cable, extended from the enclosure through a watertight sealing/support bushing. The cables shall be arranged and secured to preclude any interference with the lowering device operation.

11.17 Electric Power Cable.

- 11.17.1 The electric power cable shall consist of a 4-conductor jacketed extra flexible cable, (2 phase conductors, neutral conductor and a ground conductor) Type W industrial grade portable power cable, as listed in NEC Table 400-4. The cable shall meet ICEA S-68-516, WC-3 and shall be approved by the Pennsylvania Bureau of Mines.
- 11.17.2 Each conductor shall be stranded assembly of 133 flexible annealed copper wires according to ASTM B 33. Each of the 4 conductors shall be sized No. 6. Each conductor shall be individually insulated with ethylene propylene rubber insulation, all in compliance with ICEA S-68-516. Insulation shall be rated not less than 600/2000 volts, 90° C (194° F.) and insulation thickness shall not be less than 1.5 mm (60 mils).
- 11.17.3 Each individual conductor's insulation shall be color coded; one black, one red, one white and one green.
- 11.17.4 The individual conductors shall be assembled in a cable, with non-hydroscopic reinforced rubber fillers to maintain a smooth round outer surface, with a jacket applied overall. The jacket shall be a heavy duty jacket manufactured according to ASTM D 752 and shall be imprinted with the manufacturer, conductor size number of conductors, type of cable, voltage rating, and Pennsylvania Bureau of Mines designation P-XXX-MSHA.

12. Ground Continuity.

- 12.1 A flexible copper braid connector of #2 copper equivalent shall be attached with studs and exothermic welds at tower shaft sections or the shafts shall be electrically joined by other means approved by the Engineer. Towers shall include all materials to achieve this bond.

13. Power Receptacles and Plugs.

- 13.1 Power receptacles and plugs shall be circuit-breaking devices which shall mate with each other. The plugs and receptacles shall be 4-wire 4-pole, 600 volt, 60 ampere weatherproof devices according to UL Standard 498 and International Electrical Commission Standard 309. The devices shall be listed by the manufacturer as suitable for make and break operation at rated current.
- 13.2 Components and insert assemblies shall be interchangeable to accept either pin or socket inserts to allow either plug or receptacle to be configured in an energized or de-energized condition, i.e. reverse-contact configurations shall be available. Locations of reverse-contact devices shall be as indicated.

- 13.3 Each plug or receptacle connection to a power cord shall be complete with a suitable non-metallic sealing connector body with a wire mesh strain relief. Other plugs and receptacles shall be complete with suitable sealing angle-adaptor panel of box mounting bodies, as applicable and shall be complete with back-boxes if so dictated by the power distribution configuration.
  - 13.4 Each plug and each receptacle shall be complete with a retained flap-type or retained screw-on cover.
  - 13.5 Plugs and receptacles shall be water-tight, dust-tight, and chemical resistant and be suitable for use when exposed to the weather and shall be applicable for safe use in harsh, wet weather conditions. The Engineer shall be the judge of applicability.
14. Shipment and Installation.
- 14.1 The light tower, luminaire ring, etc., and hardware shall be packaged during shipment to protect all surfaces from being scratched, marred, chipped, or damaged in any way. Prior to installation, the tower and all its components will be inspected by the Engineer and any parts found to be damaged or defective shall be replaced. Any minor damage to a completely painted light tower surface shall be touched up in a professional manner as approved by the paint manufacturer.
  - 14.2 The tower shall be set plumb on the foundation and fastened to the anchor rods with double nuts and washers. Flat washers shall be installed below and above the base plate of the pole. Locknuts with nylon or steel inserts shall be installed on top of the top nut. The nuts shall be tightened in compliance with torque specifications recommended by the manufacturer of the lighting unit.
  - 14.3 The space between the finished top of the foundation and the bottom of the base plate of the pole shall be enclosed with an expanded metal screen made of stainless steel. The size of the mesh of the screen shall be 1/4 in. (6 mm) or less and #18 gauge (1.22 mm) thick, or heavier as approved by the Engineer. The screen shall be held in place with a stainless steel band installed around the tower base plate. The band shall be held tight by a ratchet-type device. Grouting shall not be used to enclose the above described space.
  - 14.4 The light tower shall be straight and centered on its longitudinal axis, under no-wind conditions, so, when examined with a transit from any direction, the deviation from the normal shall not exceed 1/8 in. in 3 ft (3 mm in 1 m) within any 5 ft (1.5 m) of height, with total deviation not to exceed 3 in. (75 mm) from the vertical axis through the center of the pole base.
  - 14.5 When the luminaire position and orientation has been confirmed and approved by the Engineer, the luminaire shall be anchored with a minimum size 1/4-20NC stainless steel set screw installed through tapped holes in the tenon and mounting bracket of the luminaire. Counterweights on un-used tenons shall be mounted in a similar manner.

15. Inspection.

15.1 **Each** tower shall be inspected. Raised and lowered. Fill out form. In the presence of the Engineer. Signed.

Add forms

16. Method of Measurement. Each light tower which is delivered and installed shall be counted as a unit for payment.

17. Basis of Payment. This work will be paid for at the contract unit price each for **LIGHT TOWER** of the mounting height, **LUMINAIRE MT – 12** as specified.

**LIGHT TOWER, SERVICE PAD, SPECIAL**

Description. The work covered under this item shall consist of placement of a concrete service pad integral with the back wall and wing walls at tower locations indicated on the plans as detailed in the plans, including all required material and labor, in accordance with the applicable portions of Sections 424 and 503 of the Standard Specifications, and as directed by the Engineer.

Materials. Materials shall conform to Sections 424.02 and 503.02 of the Standard Specifications.

This work consists of the construction of a high mast tower service pad and associated walls. The contractor shall be required to perform all grading, backfill, furnishing and installing concrete, reinforcement and rustication for the retaining wall necessary to construct the footing, back wall, wing walls and service pad in accordance with Article 503.02. Excess excavated material shall be disposed of by the Contractor according to Article 202.03. After the concrete has been cured, the areas adjacent to the service pad, backwall and wingwalls shall be backfilled to meet the existing adjacent grade with approved material. This material shall then be compacted until firm, and the surface neatly graded. The areas under the service pad shall be backfilled with suitable materials in accordance with Article 502.10 and properly compacted. Applications of protective coat in accordance with Article 503.19 shall be included with this work.

Method of Measurement. Each high mast tower service pad including associated back wall and wing walls installed in place shall be counted as a unit for payment. Specific components of work under this item will not be measured separately for payment.

Basis of Payment. This work will be paid for at the contract unit price per each for LIGHT TOWER, SERVICE PAD, SPECIAL which price shall be payment in full for all labor, equipment and materials necessary to complete the work as specified herein.

## **LIGHT TOWER, SERVICE PAD**

Description. The work covered under this item shall consist of placement of a concrete service pad (full or partial) at tower locations indicated on the plans as detailed in the plans, including all required materials and labor for, in accordance with the applicable portions of Sections 424 and 503 of the Standard Specifications, and as directed by the Engineer.

Materials. Materials shall conform to Sections 424.02 and 503.02 of the Standard Specifications.

This work consists of the construction of a high mast tower service pad. The contractor shall be required to perform all grading, backfill, furnishing installing concrete and reinforcement necessary to construct the service pad in accordance with Article 503.02. Excess excavated material shall be disposed of by the Contractor according to Article 202.03. After the concrete has been cured, the areas adjacent to the service pad shall be backfilled to meet the existing adjacent grade with approved material. This material shall then be compacted until firm, and the surface neatly graded. The areas under the service pad shall be backfilled with suitable materials in accordance with Article 502.10 and properly compacted. Applications of protective coat in accordance with Article 503.19 shall be included with this work.

Method of Measurement. Each high mast tower service pad installed in place shall be counted as a unit for payment. Specific components of work under this item will not be measured separately for payment.

Basis of Payment. This work will be paid for at the contract unit price per each for LIGHT TOWER, SERVICE PAD, which price shall be payment in full for all labor, equipment and materials necessary to complete the work as specified herein.

## **REMOVE EXISTING FLARED END SECTION**

Description. This work shall be performed in compliance with Section 501 of the Standard Specifications.

Method of Measurement. This work shall be measured for payment per each at the locations shown on the plans.

Basis of Payment. This work shall be paid for at the contract unit price per each for REMOVE EXISTING FLARED END SECTION, and shall include all labor, equipment, excavation and other materials necessary for construction as specified herein. If backfill is required to fill the excavation, it shall not be paid for separately but included in REMOVE EXISTING FARED END SECTION.

**NAVIGATION LIGHTING SYSTEM**

Description: This work shall consist of installing the Navigation Lighting System (NLS) according to the Standard Specifications, except as specified herein, and as directed by the Engineer. The system includes Red 180° and Green 360° navigational obstruction warning luminaire assemblies mounted on new or existing bridge girder supports, and associated raceway and wiring as noted in the table below. The navigation luminaire assembly shall be as manufactured by Pharos Marine Automatic Power, model number FA230-L, or approved equal.

Bridge	Red 180° Luminaires	Green 360° Luminaires	Bridge Girder Supports
NB IL-171	2	1	New
Ramp D	4	2	Existing
SB I-55	2	1	Existing
NB I-55	2	1	Existing

The raceway extends from the proposed junction boxes mounted to the bridge parapet wall to each navigation luminaire splice box. For the I-55 bridges, the raceway extends from the existing embedded junction boxes and embedded conduit in the bridge parapet wall to each navigation luminaire splice box.

The NLS shall remain operational at all times during construction, according to Article 801.11 of the Standard Specifications. Temporary solar powered navigation lighting shall be provided to maintain the operation of the navigation lighting.

General Requirements: The existing navigation light assemblies girder supports will be removed and replaced as part of the bridge structural work or reused as noted in the table above. The Contractor shall field measure support bolt holes to insure proper alignment between the navigation light assemblies and girder supports prior to assembly fabrication.

The Contractor shall field measure girder and parapet offset dimensions relative to the proposed navigation light assemblies girder support centerline to insure proper alignment between the:

1. top of the parapet and the bottom of the proposed luminaire for optimum maintenance accessibility,
2. bottom of the girder and the top of the proposed luminaire for optimum clearance and
3. parapet and the proposed navigation light assemblies for optimum clearance.

Power and Control Requirements: Cables and conduits to feed the proposed navigation lighting shall be installed as shown on the plans.

Furnishing and installing the stainless steel junction boxes shall be according to Section 813 of the Standard Specifications and as shown in the plans.

Underground conduit shall be galvanized steel. Conduit attached to structures shall be PVC coated galvanized steel or liquid tight flexible nonmetallic (LFNC), as shown on the plans. Furnishing and installing conduits shall be according to Sections 810 and 811 of the Standard Specifications.

LFNC and stainless steel junction boxes shall be provided for expansion locations, and between the Luminaire Assembly and the nearest navigation light junction box, as shown on the plans.

Furnishing and installing electric cable in conduit shall be according to Section 817 and Article 1066 of the Standard Specifications and as shown in the plans.

All conduit clamps, hangers, and brackets installed for conduit support shall be PVC coated galvanized steel or stainless steel.

Navigation Obstruction Warning Luminaires: Furnish and install navigation obstruction warning luminaires according to Articles 822 and 1067 of the Standard Specifications, except as modified herein, and according to U.S. Coast Guard requirements which include Title 33 "Navigation and Navigable Waters." Part 118 "Bridge Lighting and Other Signals" of the Code of Federal Regulations (33CFR 118).

Astragals shall be stainless steel and shall be angled across the fresnel lens. Vertical astragals will not be allowed, and all-thread rods will not be allowed for use as astragals.

The pivot type mounting assembly shall be bronze and shall be mounted on an external vibration isolator. The pivot assembly shall include a greased bearing with a grease fitting installed near the counterweight such that the bearing can be lubricated from the bridge deck. An aluminum or stainless steel extension tube shall run from the grease fitting to the bearing. A vandal-resistant locking rod assembly made of aluminum or stainless steel shall secure the luminaire in operating position. Stainless steel pipes shall be used to attach the pivot assembly to both the luminaire housing and the counterweights. A stainless steel locknut shall be used at all threaded connections to the pipes. The pivot assembly shall also include a galvanized or stainless steel counterweight to allow the fixture to be easily pulled in to the maintenance position.

Navigation obstruction warning luminaire housing shall be bronze. Nuts, bolts, thumb screws, hardware, thread rods, and mounting bases which are exterior, shall be stainless steel (300 series) or bronze. Hardware on the interior of the lamp cavity shall be stainless steel or bronze. The entire assembly shall have a minimum 10 year warranty against corrosion of any kind.

The LED navigation luminaire shall have a 250 V, 600 W medium base socket and operate on a 240 V circuit (line to neutral). The color of the LED array shall match that of the fresnel lens. The navigation light shall be visible for a distance of one nautical mile 90 percent of the nights for a period of no less than ten years. An indicator shall become active when the luminaire no longer meets U.S. Coast Guard visibility requirements due to lumen depreciation. Surge protection shall be provided for the luminaire and it shall be integral to the fixture housing.



Stainless steel hook and ring shall be attached to the bridge railing with stainless steel hardware or shall be anchored in the parapet. The service chain shall be stainless steel.

The Contractor shall provide two spare red and two spare green LED lamps for maintenance stock.

Method of Measurement: This work will be measured for payment as a lump sum item acceptably installed in place.

Basis of Payment: This work will be paid at the contract lump sum price for NAVIGATION LIGHTING SYSTEM, which price will include all costs of labor, materials, tools, equipment, temporary navigation lighting, installation and incidental items, as specified, or required to furnish and install the complete and functional system in place.

### **REMOVAL OF LIGHT TOWER, NO SALVAGE**

Removal of existing high mast light tower shall comply with Section 842 of the Standard Specifications as modified herein.

Add the following paragraph to Article 842.02 of the Standard Specifications:

The REMOVAL OF LIGHT TOWER, NO SALVAGE, shall apply to existing high mast towers complete with luminaires rings, luminaires, lowering equipment, electrical and steel cables and internal electrical component. Change the first paragraph of Article 842.03(b) of the Standard Specifications to read: Light towers and all associated hardware and appurtenances including luminaires shall become the property the contractor and shall be removed from the project site as directed by the Engineer.

Wood blocking, banding, and other appurtenant items required for proper stacking and storage shall be provided by the Contractor under this pay item; no additional payment shall be made.

Basis of Payment. Removal of high mast light tower equipment will be paid for at the contract unit price each for REMOVAL OF LIGHT TOWER, NO SALVAGE.

### **REMOVAL OF TOWER FOUNDATION**

Description. This work shall consist of removal and disposal of concrete foundation of the existing light tower. Removal of concrete foundations as shown on the drawings shall conform to the first and fourth paragraphs of Standard Specifications Article 842.04.

Basis of Payment. This work will be paid at the contract unit price each for REMOVAL OF TOWER FOUNDATION which shall be payment in full for the removal and disposal of concrete foundations as specified herein.

## **REMOVE IMPACT ATTENUATOR SAND MODULE**

Description. Existing Sand Module Impact Attenuator located in the NB IL 171 / Ramp D Gore shall be remove.

Method of Measurement. This work shall be measured per each at the location specified. The sand module shall consist of the existing array of barrels.

Basis of Payment. This work shall be paid for at the contract unit price per each for REMOVE IMPACT ATTENUATOR SAND MODULE, which price shall be payment in full for all materials, labor, loading, transportation and unloading the impact attenuator sand module.

## **PROTECTION OF EXISTING TREES**

The Contractor shall be responsible for taking measures to minimize damage to the tree limbs, tree trunks, and tree roots at each work site. All such measures shall be included in the contract price for other work except that payment will be made for TEMPORARY FENCE, TREE ROOT PRUNING, and TREE PRUNING.

All work, materials and equipment shall conform to Section 201 and 1081 of the Standard Specifications except as modified herein.

### **A. Earth Saw Cut of Tree Roots (Root Pruning):**

1. Whenever proposed excavation falls within a drip-line of a tree, the Contractor shall:
  - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the Engineer through all affected tree roots.
  - b. Root prune to a maximum width of 4-inches using a “Vermeer” wheel, or other similar machine. Trenching machines will not be permitted.
  - c. Exercise care not to cut any existing utilities.
  - d. If during construction it becomes necessary to expose tree roots which have not been precut, the Engineer shall be notified and the Contractor shall provide a clean, vertical cut at the proper root location, nearer the tree trunk, as necessary, by means of hand-digging and trimming with chain saw or hand saw. Ripping, shredding, shearing, chopping or tearing will not be permitted.
  - e. Top Pruning: When thirty percent (30%) or more of the root zone is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.

2. Whenever curb and gutter is removed for replacement, or excavation for removal of or construction of a structure is within the drip line/root zone of a tree, the Contractor shall:
  - a. Root prune 6-inches behind the curbing so as to neatly cut the tree roots.
  - b. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw cut at no additional cost.
  - c. Locations where earth saw cutting of tree roots is required will be marked in the field by the Engineer.
3. All root pruning work is to be performed through the services of a licensed arborist to be approved by the Engineer.

Root pruning will be paid for at the contract unit price each for TREE ROOT PRUNING, which price shall be payment for all labor, materials and equipment.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall include labor, materials, and equipment.

B. Temporary Fence:

1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored or vehicles driven or parked within the "tree protection zone".
2. The exact location and establishment of the "tree protection zone" fence shall be approved by the Engineer prior to setting the fence.
3. The fence shall be erected on three sides of the tree at the drip-line of the tree or as determined by the Engineer.
4. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not regarded should be avoided so that unnecessary damage is not done to the existing turf, tree root system ground cover.
5. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

The fence shall be similar to wood lath snow fence (48 inches high), plastic poly-type or and other type of highly visible barrier approved by the Engineer. This fence shall be properly maintained and shall remain up until final restoration, unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts. **Utilizing re-bar as a fence post will not be permitted.**

Temporary fence will be paid for at the contract unit price per foot for TEMPORARY FENCE, which price shall include furnishing, installing, maintaining, and removing.

C. Tree Limb Pruning:

1. The Contractor shall inspect the work site in advance and arrange with the Roadside Development Unit (847.705.4171) to have any tree limbs pruned that might be damaged by equipment operations at least one week prior to the start of construction. Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.
2. Top Pruning: When thirty percent (30%) or more of the root zone of a tree is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall include labor, materials, and equipment.

D. Removal of Driveway Pavement and Sidewalk:

1. In order to minimize the potential damage to the tree root system(s), the Contractor will not be allowed to operate any construction equipment or machinery within the "tree protection zone" located between the curb or edge of pavement and the right-of-way property line.
2. Sidewalk to be removed in the areas adjacent to the "tree protection zones" shall be removed with equipment operated from the street pavement. Removal equipment shall be Gradall (or similar method), or by hand or a combination of these methods. The method of removal shall be approved by the Engineer prior to commencing any work.
3. Any pavement or pavement related work that is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway area under any circumstances.

E. Backfilling:

1. Prior to placing the topsoil and/or sod, in areas outside the protection zone, the existing ground shall be disked to a depth no greater than one (1"), unless otherwise directed by the Engineer. No grading will be allowed within the drip-line of any tree unless directed by the Engineer.

F. Damages:

1. In the event that a tree not scheduled for removal is injured such that potential irreparable damage may ensure, as determined by the Roadside Development Unit, the Contractor shall be required to remove the damage tree and replace it on a three to one (3:1) basis, at his own expense. The Roadside Development Unit will select replacement trees from the pay items already established in the contract.
2. The Contractor shall place extreme importance upon the protection and care of trees and shrubs which are to remain during all times of this improvement. It is of paramount importance that the trees and shrubs which are to remain are adequately protected by the Contractor and made safe from harm and potential damage from the operations and construction of this improvement. If the Contractor is found to be in violation of storage or operations within the "tree protection zone" or construction activities not approved by the Engineer, a penalty shall be levied against the Contractor with the monies being deducted from the contract. The amount of the penalty shall be two hundred fifty dollars (\$250.00) per occurrence per day.

**EROSION CONTROL BLANKET**

This Special Provision revises Section 251 of the Standard Specifications for Road and Bridge Construction to eliminate the use of Excelsior Blanket for Erosion Control Blanket.

Delete Article 251.04(a) Excelsior Blanket.

**SEEDING, CLASS 4 (MODIFIED) - NATIVE GRASS**

This work shall consist of Seeding Class 4 (Modified) in areas as shown in the plans or a directed by the Engineer.

All work, materials, and equipment shall conform to Sections 250 and 1081 of the Standard Specifications except as modified herein.

The Class 4 (Modified) seed mixture seed mixture shall be supplied in separate bags of the two mixture components: Temporary Cover and Permanent Grasses. All native species will be local genotype and verified that original seed collection source will be from a radius of 150 miles from project site. Fertilizer is not required.

Article 250.07 Seeding Mixtures – Delete sentence 4. Delete the following from Table 1 – Seeding Mixtures:

Perennial Ryegrass

Article 250.09 – Add Seeding, Class 4 (Modified)

Article 250.10 – Add Seeding, Class 4 (Modified)

## **MOWING**

Description: This work shall consist of mowing grass areas to a height not more than 3 inches (75 mm) as directed by the Engineer.

Schedule: As needed and determined by the Engineer.

Equipment: The Contractor shall keep all mowing equipment sharp and properly equipped for operation along an urban arterial route. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedlings, etc.

Method: All mowing and trimming operations are to proceed in the direction of traffic flow. The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed material. Debris encountered during the mowing operations which hampers the operation or is visible from the roadway shall be removed and disposed of according to Article 202.03. All trimmings, windrowed material, and debris removal must be complete to the satisfaction of the Engineer. Damage to the turf, such as ruts or wheel tracks more than 2 inches (50 MM) in depth, or other plantings or highway appurtenances caused by the mowing or trimming operation shall be repaired at the Contractor's expense.

Method of Measurement: Mowing and trimming will be measured in acres (hectares) of surface area mowed at the completion of each mowing cycle. Plan quantities are estimates only. Actual quantities will be measured in place. Agreement to plan quantities will not be allowed. Shrub beds or perennial beds within the mowed area that are less than 1000 square feet (90 square meters) will not be subtracted from the area mowed.

Basis of Payment: This work will be paid for at the contract unit price per acre (hectare) for MOWING. Any additional mowing or trimming required to obtain the height specified or to disperse mowed material will be considered as included in the cost of the initial mowing. Payment for mowing and trimming shall include the cost of all material, equipment, labor, removal, disposal and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

**HOT MIX ASPHALT QUALITY CONTROL FOR PERFORMANCE (BMPR)**

Effective: January 1, 2012

Revised: January 16, 2015

Description. This special provision describes the procedures for production, placement and payment of hot-mix asphalt (HMA). This special provision shall apply to all pay items as specified in plans. This work shall be according to the Standard Specifications except as modified herein.

Exceptions may be approved for small tonnage less than 800 (725 metric) tons and miscellaneous mixture applications as defined by the Engineer.

Delete Articles:	406.06(b)(1), 2 <sup>nd</sup> Paragraph	(Temperature requirements)
	406.06 (e), 3 <sup>rd</sup> Paragraph	(Pavers speed requirements)
	406.07(b)	(Rolling)
	406.07(c)	(Density)
	1030.05(a)(4, 5, 9)	(QC/QA Documents)
	1030.05(d)(2)a.	(Plant Tests)
	1030.05(d)(2)b.	(Dust-to-Asphalt and Moisture Content)
	1030.05(d)(2)d.	(Small Tonnage)
	1030.05(d)(2)f.	(HMA Sampling)
	1030.05(d)(3)	(Required Field Tests)
	1030.05(d)(4)	(Control Limits)
	1030.05(d)(5)	(Control Charts)
	1030.05(d)(7)	(Corrective Action for Field Tests (Density))
	1030.05(e)	(Quality Assurance by the Engineer)
	1030.05(f)	(Acceptance by the Engineer)
	1030.06(a), 3rd paragraph	(Before start-up...)
	1030.06(a), 7th paragraph	(After an acceptable...)
	1030.06(a), 8th paragraph	(If a mixture...)
	1030.06(a), 9th paragraph	(A nuclear/core...)

Definitions:

- (a) Quality Control (QC): All production and construction activities by the Contractor required to achieve the required level of quality.
- (b) Quality Assurance (QA): All monitoring and testing activities by the Engineer required to assess product quality, level of payment, and acceptability of the product.
- (c) Pay Parameters: Pay Parameters shall be field Voids in the Mineral Aggregate (VMA), voids, and density. Field VMA will be calculated using the combined aggregates bulk specific gravity ( $G_{sb}$ ) from the mix design.
- (d) Mixture Lot. A lot shall begin once an acceptable test strip has been completed and the AJMF has been determined. If the test strip is waived, a subplot shall begin with the start of production. A mixture lot shall consist of four sublots unless it is the last or only lot, in which case it may consist of as few as one subplot.

- (e) Mixture Sublot. A mixture sublot for field VMA, voids, and Dust/AC will be a maximum of 1000 tons (910 metric tons).
- If the remaining quantity is greater than 200 but less than 1000 tons, a sublot will consist of that amount.
  - If the remaining quantity is less than or equal to 200 tons, the quantity shall be combined with the previous sublot.
- (f) Density Interval. Density Intervals shall be every 0.2 mile (320 m) for lift thickness equal to or less than 3 in. (75 mm) and 0.1 mile (160 m) for lift thickness greater than 3 in. (75 mm).
- (g) Density Sublot. A sublot for density shall be the average of five consecutive Density Intervals. If a Density Interval is less than 200 ft (60 m), it will be combined with the previous Density Intervals.
- If one or two Density Intervals remain outside a sublot, they shall be included in the previous sublot.
  - If three or more Density Intervals remain, they shall be considered a sublot.
- (h) Density Test: A density test consists of a core taken at a random longitudinal and random transverse offset within each Density Interval. The HMA maximum theoretical gravity ( $G_{mm}$ ) will be based on the running average of four Department test results. Initial  $G_{mm}$  will be based on the average of the first four test results. If less than four  $G_{mm}$  results are available, use an average of all available Department  $G_{mm}$  test results.

The random transverse offset excludes a distance from each outer edge equal to the lift thickness or a minimum of 4 in. (100 mm). If a core is located within one foot of an unconfined edge, 2.0 percent density will be added to the density of that core.

Quality Control (QC) by the Contractor:

The Contractor's QC plan shall include the schedule of testing for both pay parameters and non-pay parameters required to control the product such as asphalt binder content and mixture gradation. The minimum test frequency shall be according to the following table.

Minimum Quality Control Sampling and Testing Requirements

Quality Characteristic		Minimum Test Frequency
Mixture Gradation		1 per sublot
Asphalt Binder Content		
Dust/AC Ratio		
Field VMA		
Voids	$G_{mb}$	
	$G_{mm}$	



The Contractor's splits in conjunction with other quality control tests shall be used to control production.

The Contractor shall submit split jobsite mix sample test results to the Engineer within 48 hours of the time of sampling. All QC testing shall be performed in a qualified laboratory by personnel who have successfully completed the Department's HMA Level I training.

Quality Assurance (QA) by the Engineer:

Voids, field VMA and Dust/AC ratio: The Engineer will determine the random tonnage and the Contractor shall be responsible for obtaining the sample according to the "PFP Hot-Mix Asphalt Random Jobsite Sampling" procedure.

Density: The Engineer will identify the random locations for each density testing interval. The Contractor shall be responsible for obtaining the four inch cores within the same day and prior to opening to traffic unless otherwise approved by the Engineer according to the "PFP and QCP Random Density Procedure". The locations will be identified after final rolling and cores shall be obtained under the supervision of the Engineer. All core holes shall be filled immediately upon completion of coring. All water shall be removed from the core holes prior to filling. All core holes shall be filled with a rapid hardening mortar or concrete which shall be mixed in a separate container prior to placement in the hole. Any depressions in the surface of the filled core holes greater than 1/4 inch at the time of final inspection will require removal of the fill material to the depth of the lift thickness and replacement.

The Engineer will witness and secure all mixture and density samples. The Contractor shall transport the secured sample to a location designated by the Engineer.

The Engineer will test one or all of the randomly selected split samples from each lot for voids, field VMA and dust/AC ratio. The Engineer will test a minimum of one sample per project. The Engineer will test all of the pavement cores for density. All QA testing will be performed in a qualified laboratory by personnel who have successfully completed the Department's HMA Level I training. QA test results will be available to the Contractor within 10 working days from receipt of secured cores and split mixture samples.

The Engineer will maintain a complete record of all Department test results and copies will be provided to the Contractor with each set of subplot results. The records will contain, as a minimum, the originals of all Department test results and raw data, random numbers used and resulting calculations for sampling locations, and quality level analysis calculations.

If the QA results do not meet the 100 % subplot pay factor limits or do not compare to QC results within the precision limits listed below, the Engineer will test all split mix samples for the lot.

Test Parameter	Limits of Precision
G <sub>mb</sub>	0.030
G <sub>mm</sub>	0.026
Field VMA	1.0 %

Acceptance by the Engineer: All of the Department's tests shall be within the acceptable limits listed below:

Parameter		Acceptable Limits
Field VMA		-1.0 – +3.0% <sup>1/</sup>
Voids		2.0 – 6.0%
Density:	IL-9.5, IL-19.0, IL-4.75, IL-9.5FG <sup>3/</sup>	90.0 – 98.0%
	SMA	92.0 – 98.0%
Dust / AC Ratio		0.4 – 1.6 <sup>2/</sup>

1/ Based on minimum required VMA from mix design

2/ Does not apply to SMA.

3/ Acceptable density limits for IL-9.5FG placed less than 1.25 in. shall be 89.0% - 98.0%

In addition, no visible pavement distresses shall be present such as, but not limited to, segregation, excessive coarse aggregate fracturing or flushing.

Basis of Payment: Payment will be based on the calculation of the Composite Pay Factor using QA results for each mix according to the "QCP Payment Calculation" document.

Dust / AC Ratio. A monetary deduction will be made using the pay adjustment table below for dust/AC ratios that deviate from the 0.6 to 1.2 range. If the tested subplot is outside of this range, the Department will test the remaining sublots for Dust / AC pay adjustment.

Dust / AC Pay Adjustment Table<sup>1/</sup>

Range	Deduct / subplot
$0.6 \leq X \leq 1.2$	\$0
$0.5 \leq X < 0.6$ or $1.2 < X \leq 1.4$	\$1000
$0.4 \leq X < 0.5$ or $1.4 < X \leq 1.6$	\$3000
$X < 0.4$ or $X > 1.6$	Shall be removed and replaced

1/ Does not apply to SMA.

## **TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)**

Effective: March 8, 1996

Revised: January 21, 2015

Description. 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.

Additional requirements for traffic control devices shall be as follows.

- (a) Traffic Control Setup and Removal. The setting and removal of barricades for the taper portion of a lane closure shall be done under the protection of a vehicle with a truck/trailer mounted attenuator and arrow board per State Standard 701428 and the Traffic Control Setup and Removal Freeway/Expressway BDE Special Provision. Failure to meet this requirement will be subject to a Traffic Control Deficiency. The deficiency will be calculated as outlined in Article 105.03 of the Standard Specifications. Truck/trailer mounted attenuators shall comply with Article 1106.02(g) or shall meet the requirements of NCHRP 350 Test Level 3 with vehicles used in accordance with manufacturer's recommendations and requirements.

(b) Sign Requirements

- (1) Sign Maintenance. 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.
- (2) Work Zone Speed Limit Signs. Work zone speed limit signs shall be installed as required in Article 701.14(b) and as shown in the plans and Highway Standards. Based upon the existing posted speed limit, work zone speed limits shall be established and signed as follows.
  - a. Existing Speed Limit of 55mph or higher. The initial work zone speed limit assembly, located approximately 4200' before the closure, and shall be 55mph as shown in 701400. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies may be omitted when this assembly would normally be placed within 1500 feet of the END WORK ZONE SPEED LIMIT sign. If existing speed limit is over 65mph then additional signage should be installed per 701400.
  - b. Existing Speed Limit of 45mph. The advance 55mph work zone speed limit assembly shown in 701400 shall be replaced with a 45mph assembly. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies shall be eliminated in all cases. END WORK ZONE SPEED LIMIT signs are required.
- (3) Exit 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. EXIT OPEN AHEAD signs shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 8 inch capital letters.
- (4) Uneven Lanes Signs. The Contractor shall furnish and erect "UNEVEN LANES" signs (W8-11) on both sides of the expressway, at any time when the elevation difference between adjacent lanes open to traffic equals or exceeds one inch. Signs shall be placed 500' in advance of the drop-off, within 500' of every entrance, and a minimum of every mile.

- (c) 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 a 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.

- (d) Vertical Barricades. Vertical barricades shall not be used in lane closure tapers, lane shifts, exit ramp gores, or staged construction projects lasting more than 12 hours. 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.
- (e) 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 sections of the temporary concrete barrier wall as shown in Standard 704001. 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).

- (f) Full Expressway Closures. Full Expressway Closures will only be permitted for a maximum of 15 minutes during the allowable hours listed in the Keeping the Expressway Open to Traffic Special Provision. During Full Expressway Closures, the Contractor will be required to close off all lanes except one, using Freeway Standard Closures. The Contractor will be required to provide one changeable message sign to be placed at the direction of the Engineer. The sign shall display a message as directed by the Engineer. A Maintenance of Traffic Plan shall be submitted to the District One Expressway Traffic Control Supervisor 14 days in advance of the planned work; including all stage changes. The Maintenance of Traffic Plan shall include, but not be limited to: lane and ramp closures, existing geometrics, and equipment and material location. The District One Expressway Traffic Control Supervisor (847-705-4151) shall be contacted at least 3 working days in advance of the proposed road closure and will coordinate the closure operation with police forces.

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, 701402, 701406, 701411, 701416, 701426, 701428, 701446, 701901 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 (EXPRESSWAYS) will be adjusted as follows:

$$\text{Adjusted contract price} = .25P + .75P [1 \pm (X - 0.1)]$$

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

Where: "X" =	$\frac{\text{Difference between original and final sum total value of all work items for which traffic control and protection is required}}{\text{Original sum total value of all work items for which traffic control and protection is required.}}$
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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.
- (e) Impact attenuators, temporary bridge rail, and temporary rumble strips will be paid for separately.
- (f) Temporary pavement markings shown on the Standard will be measured and paid for according to Section 703 and Section 780.

- (g) All pavement marking removal will be measured and paid for according to Section 703 or Section 783.
- (h) Temporary pavement marking on the lower slope of the temporary concrete barrier wall will be measured and paid for as TEMPORARY PAVEMENT MARKING, 6”.
- (i) All prismatic barrier wall reflectors will be measured and paid for according to the Recurring Special Provision Guardrail and Barrier Wall Delineation.
- (j) The Changeable Message Sign required for Full Expressway Closures shall not be paid for separately.

**KEEPING THE EXPRESSWAY OPEN TO TRAFFIC**

Effective: March 22, 1996

Revised: January 21, 2015

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 at [www.idotlcs.com](http://www.idotlcs.com) twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and 7 days 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: County Line to Lake Shore Drive**

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
			to	
Sunday – Thursday	1-Lane/Ramp	9:00 PM	to	5:00 AM
	2-Lanes	11:59 PM	to	5:00 AM
Friday	1-Lane/Ramp	10:00 PM (Fri)	to	7:00 AM (Sat)
	2-Lanes	11:59 PM (Fri)	to	6:00 AM (Sat)
Saturday	1-Lane/Ramp	9:00 PM (Sat)	to	10:00 AM (Sun)
	2-Lanes	11:59 PM (Sat)	to	8:00 AM (Sun)

In addition to the hours noted above, temporary shoulder and non-system interchange partial ramp closures are allowed weekdays between 9:00 A.M. and 3:00 P.M. and between 7:00 P.M. and 5:00 A.M.

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

Full Expressway Closures will only be permitted for a maximum of 15 minutes at a time during the low traffic volume hours of 1:00 A.M. to 5:00 A.M. Monday thru Friday and from 1:00 A.M. to 7:00 A.M. on Sunday. During Full Expressway Closures, the Contractor will be required to close off all lanes except one, using Freeway Standard Closures. Police forces should be notified and requested to close off the remaining lane at which time the work item may be removed or set in place. The District One Expressway Traffic Control Supervisor (847-705-4151) shall be notified at least 3 working days (weekends and holidays DO NOT count into this 72 hours notification) in advance of the proposed road closure and will coordinate the closure operations with police forces. Liquidated Damages as specified in the Failure to Open Traffic Lanes to Traffic for One lane or ramp blocked shall be assessed to the Contract for every 15 minutes beyond the initial 15 minutes all lanes are blocked.

All stage changes requiring the stopping and/or the pacing of traffic shall take place during the allowable hours for Full Expressway Closures and shall be approved by the Department. The Contractor shall notify the District One Expressway Traffic Control Supervisor at least 3 working days (weekends and holidays DO NOT count into this 72 hours notification) in advance of any proposed stage change.

A Maintenance of Traffic Plan shall be submitted to the District One Expressway Traffic Control Supervisor 14 days in advance of any stages changes or full expressway closures. The Maintenance of Traffic Plan shall include, but not be limited to: lane and ramp closures, existing geometrics, and equipment and material location.

All daily lane closures shall be removed during adverse weather conditions such as rain, snow, and/or fog and as determined by the Engineer. Also, the contractor shall promptly remove their lane closures when Maintenance forces are out for snow and ice removal.

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 one (1) 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.



Check barricades shall be placed every 1000' within a land closure to prevent vehicles from driving through closed lanes.

Temporary ramp closures for service interchanges will only be permitted at night during the restricted hours listed for temporary one-lane closures within the project limits. However, no two (2) adjacent entrance and exit ramps in one direction of the expressway shall be closed at the same time.

Freeway to freeway (system interchange) full ramp closures for two lane ramps will not be permitted. Partial ramp closures of system ramps may be allowed during the 1-lane closure hours above. System ramp full closures for single lane ramps are only permitted for a maximum of four (4) hours

- between the hours of 1 :00 a.m. and 5:00 a.m. on Monday thru Friday
- between the hours of 1 :00 a.m. and 6:00 a.m. on Saturday, and
- between the hours of 1:00 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 system ramp closures. In addition, one portable changeable message sign will be required to be placed in advance of the ramp closure. The cost of these signs and PCMS board shall be included in the cost of traffic control and protection (6 static signs maximum per closure).

Should the Contractor fail to completely open, and keep open, the ramps to traffic in accordance with the above limitations, the Contractor shall be liable to the Department for liquidated damages as noted under the Special Provision, "Failure to Open Traffic Lanes to Traffic".

#### **KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)**

Effective: January 22, 2003

Revised: February 20, 2015

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 Details.

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Illinois Department of Transportation's Arterial Traffic Control Supervisor at 847-705-4470 seventy-two (72) hours in advance of all long-term (24 hrs. or longer) lane closures. This advance notification is calculated based on a Monday through Friday workweek and shall not include weekends or state holidays.

Arterial lane closures not shown in the staging plans will not be permitted during peak traffic volume hours.

Peak traffic volume hours are defined as weekdays (Monday through Friday) from:

DAY	LANES CLOSURE RESTRICTION TIMES	
	Northbound	Southbound
Monday to Friday	2:30 p.m. – 6:30 p.m.	2:30 p.m. – 6:30 p.m.
I-55 and Ramps	All days.	All Days.

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 locations approved by the Engineer in accordance with Articles 701.08 and 701.11 of the Standard Specifications.

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ 2000.00

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 the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

**FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC**

Effective: March 22, 1996

Revised: February 9, 2005

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 or ramp blocked = \$ 2000.00

Two lanes blocked = \$ 5000.00

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 the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

## **CONSTRUCTION RESTRICTION AT FEDEX PROPERTY**

Description. The Contractor is advised that operations at the FedEx property utilizing the access road near the BNSF railroad tracks are significant. Interruption of the use of this access road or disruption of FedEx operations will not be allowed. The Contractor will not be allowed to store any materials or equipment on the access road or in any areas that disrupt FedEx service. The access road is to remain open at all times during construction and shall substantially remain in the same condition as it was prior to the start of construction.

The Contractor shall notify the Engineer 72 hours prior to any work in this area to obtain approval. No work shall commence prior to approval.

## **TEMPORARY TRAFFIC SIGNAL TIMINGS**

### Description.

This work shall consist of developing and maintaining appropriate traffic signal timings for the specified intersection for the duration of the temporary signalized condition, as well as impact to existing traffic signal timings caused by detours or other temporary conditions.

All timings and adjustments necessary for this work shall be performed by an approved Consultant who has previous experience in optimizing Closed Loop Traffic signal Systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer at (847) 705-4424 for a listing of approved Consultants.

The following tasks are associated with TEMPORARY TRAFFIC SIGNAL TIMINGS.

- (a) Consultant shall attend temporary traffic signal inspection (turn-on) and/or detour meeting and conduct on-site implementation of the traffic signal timings. Make fine-tuning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.
- (b) Consultant shall provide monthly observation of traffic signal operations in the field.
- (c) Consultant shall provide on-site consultation and adjust timings as necessary for construction stage changes, temporary traffic signal phase changes, and any other conditions affecting timing and phasing, including lane closures, detours, and other construction activities.
- (d) Consultant shall make timing adjustments and prepare comment responses as directed by the Area Traffic Signal Operations Engineer.

This work applies to the following existing signalized intersections along the marked and unmarked detour routes:

1. US-12/US-20/US-45 (Lagrange Road) @ 67<sup>th</sup> Street
2. US-12/US-20/US-45 (Lagrange Road) @ 63<sup>rd</sup> Street
3. US-12/US-20/US-45 (Lagrange Road) @ Joliet Road
4. Joliet Road @ The Quarry Shopping Center Entrance
5. Joliet Road @ Main Drive
6. Joliet Road @ East Avenue
7. East Avenue @ 55<sup>th</sup> Street
8. 55<sup>th</sup> Street @ Sergo Drive
9. 55<sup>th</sup> Street @ Electro Motive Drive
10. Joliet Road @ IL-171 (1<sup>st</sup> Avenue) southbound exit/entrance ramps
11. Joliet Road @ IL-171 (1<sup>st</sup> Avenue) northbound exit ramp
12. Joliet Road @ Lawndale Avenue
13. Lawndale Avenue @ 47<sup>th</sup> Street
14. 47<sup>th</sup> Street @ IL-171 (1<sup>st</sup> Avenue) northbound exit/entrance ramps
15. 47<sup>th</sup> Street @ Joliet Road
16. 47<sup>th</sup> Street/46<sup>th</sup> Street @ IL-43 (Harlem Avenue)
17. IL-43 (Harlem Avenue) @ Forest View Terminal Drive
18. IL-43 (Harlem Avenue) @ I-55 southbound exit/entrance ramps
19. IL-43 (Harlem Avenue) @ I-55 northbound exit/entrance ramps
20. IL-43 (Harlem Avenue) @ Archer Avenue
21. Joliet Road @ UOP Plant Entrance @ 8400 Joliet Road

This work shall include the following intersections which have temporary traffic signal setups for the construction stage:

22. IL-171 (Archer Road) @ IL171/Archer Avenue (55<sup>th</sup> Street)
23. Archer Avenue (55<sup>th</sup> Street) @ Center Avenue

Basis of Payment.

The work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL TIMINGS, which price shall be payment in full for performing all work described herein per intersection. When the temporary traffic signal installation is turned on and/or detour implemented, 50 percent of the bid price will be paid. The remaining 50 percent of the bid price will be paid following the removal of the temporary traffic signal installation and/or detour.

## **TRAFFIC SIGNAL GENERAL REQUIREMENTS**

Effective: May 22, 2002

Revised: July 1, 2015

These Traffic Signal Special Provisions and the "District One Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction." The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations.

- All material furnished shall be new unless otherwise noted herein.
- Traffic signal construction and maintenance work shall be performed by personnel holding current IMSA Traffic Signal Technician Level II certification. A copy of the certification shall be immediately available upon request of the Engineer.
- The work to be done under this contract consists of furnishing, installing and maintaining all traffic signal work and items as specified in the Plans and as specified herein in a manner acceptable and approved by the Engineer.

### Definitions of Terms.

Add the following to Section 101 of the Standard Specifications:

101.56 Vendor. Company that sells a particular type of product directly to the contractor or the Equipment Supplier.

101.57 Equipment supplier. Company that supplies, represents and provides technical support for IDOT District One approved traffic signal controllers and other related equipment. The Equipment Supplier shall be located within IDOT District One and shall:

- Be full service with on-site facilities to assemble, test and trouble-shoot traffic signal controllers and cabinet assemblies.
- Maintain an inventory of IDOT District One approved controllers and cabinets.
- Be staffed with permanent sales and technical personnel able to provide traffic signal controller and cabinet expertise and support.
- Technical staff shall hold current IMSA Traffic Signal Technician Level III certification and shall attend traffic signal turn-ons and inspections with a minimum 14 calendar day notice.

Submittals.

Revise Article 801.05 of the Standard Specifications to read:

All material approval requests shall be submitted electronically through the District's SharePoint System unless directed otherwise by the Engineer. Electronic material submittals shall follow the District's Traffic Operations Construction Submittals guidelines. General requirements include:

1. All material approval requests shall be made prior to or no later than the date of the preconstruction meeting. A list of major traffic signal items can be found in Article 801.05. Material or equipment which is similar or identical shall be the product of the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.
2. Product data and shop drawings shall be assembled by pay item. Only the top sheet of each pay item submittal will be stamped by the Department with the review status, except shop drawings for mast arm pole assemblies and the like will be stamped with the review status on each sheet.
3. Original manufacturer published product data and shop drawing sheets with legible dimensions and details shall be submitted for review.
4. When hard copy submittals are necessary, four complete copies of the manufacturer's descriptive literatures and technical data for the traffic signal materials shall be submitted. For hard copy or electronic submittals, the descriptive literature and technical data shall be adequate for determining whether the materials meet the requirements of the plans and specifications. If the literature contains more than one item, the Contractor shall indicate which item or items will be furnished.
5. When hard copy submittals are necessary for structural elements, four complete copies of the shop drawings for the mast arm assemblies and poles, and the combination mast arm assemblies and poles showing, in detail, the fabrication thereof and the certified mill analyses of the materials used in the fabrication, anchor rods, and reinforcing materials shall be submitted.
6. Partial or incomplete submittals will be returned without review.
7. Certain non-standard mast arm poles and special structural elements will require additional review from IDOT's Central Office. Examples include ornamental/decorative, non-standard length mast arm pole assemblies and monotube structures. The Contractor shall account for the additional review time in his schedule.
8. The contract number or permit number, project location/limits and corresponding pay code number must be on each sheet of correspondence, catalog cuts and mast arm poles and assemblies drawings.
9. Where certifications and/or warranties are specified, the information submitted for approval shall include certifications and warranties. Certifications involving inspections, and/or tests of material shall be complete with all test data, dates, and times.
10. After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as 'Approved', 'Approved-As-Noted', 'Disapproved', or 'Incomplete'. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, layout drawings, or other documents by the Department's approval thereof. The Contractor must still be in full compliance with contract and specification requirements.

11. The Contractor shall secure approved materials in a timely manner to assure construction schedules are not delayed.
12. All submitted items reviewed and marked 'APPROVED AS NOTED', 'DISAPPROVED', or 'INCOMPLETE' are to be resubmitted in their entirety, unless otherwise indicated within the submittal comments, with a disposition of previous comments to verify contract compliance at no additional cost to the contract.
13. Exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.
14. Contractor shall not order major equipment such as mast arm assemblies prior to Engineer approval of the Contractor marked proposed traffic signal equipment locations to assure proper placement of contract required traffic signal displays, push buttons and other facilities. Field adjustments may require changes in proposed mast arm length and other coordination.

Marking Proposed Locations.

Revise "Marking Proposed Locations for Highway Lighting System" of Article 801.09 to read "Marking Proposed Locations for Highway Lighting System and Traffic Signals."

Add the following to Article 801.09 of the Standard Specifications:

It shall be the contractor's responsibility to verify all dimensions and conditions existing in the field prior to ordering materials and beginning construction. This shall include locating the mast arm foundations and verifying the mast arms lengths.

Inspection of Electrical Systems.

Add the following to Article 801.10 of the Standard Specifications:

- (c) All cabinets including temporary traffic signal cabinets shall be assembled by an approved equipment supplier in District One. The Department reserves the right to request any controller and cabinet to be tested at the equipment supplier's facility prior to field installation, at no extra cost to this contract.

Maintenance and Responsibility.

Revise Article 801.11 of the Standard Specifications to read:

- a. Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, Municipality or Transit Agency in which they are located. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," shall become the full responsibility of the Contractor. The Contractor shall supply the Engineer, Area Traffic Signal Maintenance and Operations Engineer, IDOT ComCenter and the Department's Electrical Maintenance Contractor with two 24-hour emergency contact names and telephone numbers.
- b. Automatic Traffic Enforcement equipment such as red lighting running and railroad crossing camera systems are owned and operated by others and the Contractor shall not be responsible for maintaining this equipment.
- c. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- d. When the project has a pay item for "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," the Contractor must notify both the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.



- e. The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- f. The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals and other equipment noted herein. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$1000 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$1000 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department may inspect any signaling device on the Department's highway system at any time without notification.
- g. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- h. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.
- i. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power to critical locations shall not be for separately but shall be included in the contract.

Damage to Traffic Signal System.

Add the following to Article 801.12(b) of the Standard Specifications to read:

Any traffic signal control equipment damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices are only allowed at the bases of post and mast arms.

Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals will not be permitted.

Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause, shall be the responsibility of the municipality or the Automatic Traffic Enforcement company per Permit agreement.

Traffic Signal Inspection (TURN-ON).

Revise Article 801.15(b) of the Standard Specifications to read:

It is the intent to have all electric work completed and equipment field tested by the Equipment Supplier prior to the Department's "turn-on" field inspection. If in the event the Engineer determines work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected.

When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until written or electronic notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Preemption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation. The Contractor shall be responsible to provide a police officer to assist with traffic control at the time of testing.

The Contractor shall provide a representative from the control equipment vendor's office who is knowledgeable of the cabinet design and controller functions to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons.

Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.

The District requires the following Final Project Documentation from the Contractor at traffic signal turn-ons in electronic format in addition to hard copies where noted. A CD/DVD shall be submitted with separate folders corresponding to each numbered title below. The CD/DVD shall be labelled with date, project location, company and contract or permit number. Record Drawings, Inventory and Material Approvals shall be submitted prior to traffic signal turn-on for review by the Department as described here-in.

Final Project Documentation:

1. Record Drawings. Signal plans of record with field revisions marked in red ink. One hard copy set of 11"x17" record drawings shall also be provided.
2. Inventory. Inventory of new and existing traffic signal equipment including cabinet types and devices within cabinets in an Excel spread sheet format. One hard copy shall also be provided.
3. Pictures. Digital pictures of a minimum 12M pixels of each intersection approach showing all traffic signal displays and equipment. Pictures shall include controller cabinet equipment in enough detail to clearly identify manufacture and model of major equipment.
4. Field Testing. Written notification from the Contractor and the equipment vendor of satisfactory field testing with corresponding material performance measurements, such as for detector loops and fiber optic systems (see Article 801.13). One hard copy of all contract required performance measurement testing shall also be provided.
5. Materials Approval. The material approval letter. A hard copy shall also be provided.
6. Manuals. Operation and service manuals of the signal controller and associated control equipment. One hard copy shall also be provided.
7. Cabinet Wiring Diagram and Cable Logs. Five (5) hard copies 11" x 17" of the cabinet wiring diagrams shall be provided along with electronic pdf and dgn files of the cabinet wiring diagram. Five hard copies of the cable logs and electronic excel files shall be provided with cable #, number of conductors and spares, connected device/signal head and intersection location.

8. Controller Programming Settings. The traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The controller manufacturer shall also supply a printed form, not to exceed 11" x 17" for recording that data noted above. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.
9. Warrantees and Guarantees. All manufacturer and contractor warrantees and guarantees required by Article 801.14.
10. GPS coordinate of traffic signal equipment as describe in the Record Drawings section herein.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on", completeness of the required documentation and successful operation during a minimum 72 hour "burn-in" period following activation of the traffic signal. If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.

All equipment and/or parts to keep the traffic signal installation operating shall be furnished by the Contractor. No spare traffic signal equipment is available from the Department.

All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Electrical Maintenance Contractor to inspect all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements shall be subject to removal and disposal at the Contractor's expense.

Record Drawings.

The requirements listed for Electrical Installation shall apply for Traffic Signal Installations in Article 801.16. Revise the 2<sup>nd</sup> paragraph of Article 801.16 of the Standard Specifications to read:

“When the work is complete, and seven days before the request for a final inspection, the reduced-size set of contract drawings, stamped “RECORD DRAWINGS”, shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor’s supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. If the contract consists of multiple intersections, each intersection shall be saved as an individual PDF file with TS# and location name in its file name.

In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate the pay item either by filename or PDF Table of Contents referencing the respective pay item number for multi-item PDF files. Specific part or model numbers of items which have been selected shall be clearly visible.”

As part of the record drawings, the Contractor shall inventory all traffic signal equipment, new or existing, on the project and record information in an Excel spreadsheet. The inventory shall include equipment type, model numbers, software manufacturer and version and quantities.

Add the following to Article 801.16 of the Standard Specifications:

“In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following traffic signal components being installed, modified or being affected in other ways by this contract:

- All Mast Arm Poles and Posts
- Traffic Signal Wood Poles
- Rail Road Bungalow
- UPS
- Handholes
- Conduit roadway crossings
- Controller Cabinets
- Communication Cabinets
- Electric Service Disconnect locations
- CCTV Camera installations
- Fiber Optic Splice Locations
- Conduit Crossings

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

- File shall be named: TSXXX-YY-MM-DD (i.e. TS22157\_15-01-01)
- Each intersection shall have its own file
- Row 1 should have the location name (i.e. IL 31 @ Klausen)
- Row 2 is blank
- Row 3 is the headers for the columns
- Row 4 starts the data
- Column A (Date) – should be in the following format: MM/DD/YYYY
- Column B (Item) – as shown in the table below
- Column C (Description) – as shown in the table below
- Column D and E (GPS Data) – should be in decimal form, per the IDOT special provisions

Examples:

Date	Item	Description	Latitude	Longitude
01/01/2015	MP (Mast Arm Pole)	NEQ, NB, Dual, Combination Pole	41.580493	-87.793378
01/01/2015	HH (Handhole)	Heavy Duty, Fiber, Intersection, Double	41.558532	-87.792571
01/01/2015	ES (Electrical Service)	Ground mount, Pole mount	41.765532	-87.543571
01/01/2015	CC (Controller Cabinet)		41.602248	-87.794053
01/01/2015	RSC (Rigid Steel Crossing)	IL 31 east side crossing south leg to center HH at Klausen	41.611111	-87.790222
01/01/2015	PTZ (PTZ)	NEQ extension pole	41.593434	-87.769876
01/01/2015	POST (Post)		41.651848	-87.762053
01/01/2015	MCC (Master Controller Cabinet)		41.584593	-87.793378
01/01/2015	COMC (Communication Cabinet)		41.584600	-87.793432
01/01/2015	BBS (Battery Backup System)		41.558532	-87.792571
01/01/2015	CNCR (Conduit Crossing)	4-inch IL 31 n/o of Klausen	41.588888	-87.794440

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 1 foot. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 1 foot accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years.”

Delete the last sentence of the 3<sup>rd</sup> paragraph of Article 801.16.

Locating Underground Facilities.

Revise Section 803 to the Standard Specifications to read:

IDOT traffic signal facilities are not part of any of the one-call locating service such as J.U.L.I.E or Digger. If this Contract requires the services of an Electrical Contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT electrical facilities prior to performing any work. If this Contract does not require the services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District One Electrical Maintenance Contractor prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities, locally owned equipment, and leased enforcement camera system facilities, the local Counties or Municipalities may need to be contacted: in the City of Chicago contact Digger at (312) 744-7000 and for all other locations contact J.U.L.I.E. at 1-800-892-0123 or 811.

Restoration of Work Area.

Add the following article to Section 801 of the Standard Specifications:

801.17 Restoration of work area. Restoration of the traffic signal work area shall be included in the related pay items such as foundation, conduit, handhole, underground raceways, etc. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. All brick pavers disturbed in the work area shall be restored to their original configuration as directed by the Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Engineer. Restoration of the work area shall be included in the contract without any extra compensation allowed to the Contractor.

Bagging Signal Heads.

Light tan colored traffic and pedestrian signal reusable covers shall be used to cover dark/un-energized signal sections and visors. Covers shall be made of outdoor fabric with urethane coating for repelling water, have elastic fully sewn around the cover ends for a tight fit over the visor, and have a minimum of two straps with buckles to secure the cover to the backplate. A center mesh strip allows viewing without removal for signal status testing purposes. Covers shall include a message indicating the signal is not in service.

**GROUNDING OF TRAFFIC SIGNAL SYSTEMS**

Effective: May 22, 2002  
806.01TS

Revised: July 1, 2015

Revise Section 806 of the Standard Specifications to read:

General.

All traffic signal systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC. This work shall be in accordance with IDOT's District One Traffic Signal Design Details.

The grounding electrode system shall include a ground rod installed with each traffic signal controller concrete foundation and all mast arm and post concrete foundations. An additional ground rod will be required at locations where measured resistance exceeds 25 ohms. Ground rods are included in the applicable concrete foundation or service installation pay item and will not be paid for separately.

Testing shall be according to Article 801.13 (a) (4) and (5).

- (a) The grounded conductor (neutral conductor) shall be white color coded. This conductor shall be bonded to the equipment grounding conductor only at the Electric Service Installation. All power cables shall include one neutral conductor of the same size.
- (b) The equipment grounding conductor shall be green color coded. The following is in addition to Article 801.04 of the Standard Specifications.
  - 1. Equipment grounding conductors shall be bonded to the grounded conductor (neutral conductor) only at the Electric Service Installation. The equipment grounding conductor is paid for separately and shall be continuous. The Earth shall not be used as the equipment grounding conductor.
  - 2. Equipment grounding conductors shall be bonded, using a UL Listed grounding connector, to all traffic signal mast arm poles, traffic signal posts, pedestrian posts, pull boxes, handhole frames and covers, conduits, and other metallic enclosures throughout the traffic signal wiring system, except where noted herein. Bonding shall be made with a splice and pigtail connection, using a sized compression type copper sleeve, sealant tape, and heat-shrinkable cap. A UL listed electrical joint compound shall be applied to all conductors' terminations, connector threads and contact points. Conduit grounding bushings shall be installed at all conduit terminations including spare or empty conduits.



3. All metallic and non-metallic raceways shall have a continuous equipment grounding conductor, except raceways containing only detector loop lead-in circuits, circuits under 50 volts and/or fiber optic cable will not be required to include an equipment grounding conductor.
  4. Individual conductor splices in handholes shall be soldered and sealed with heat shrink. When necessary to maintain effective equipment grounding, a full cable heat shrink shall be provided over individual conductor heat shrinks.
- (c) The grounding electrode conductor shall be similar to the equipment grounding conductor in color coding (green) and size. The grounding electrode conductor is used to connect the ground rod to the equipment grounding conductor and is bonded to ground rods via exothermic welding, UL listed pressure connectors, and UL listed clamps .

### **GROUNDING CABLE**

Effective: May 22, 2002  
817.01TS

Revised: July 1, 2015

The cable shall meet the requirements of Section 817 of the "Standard Specifications," except for the following:

Add the following to Article 817.02 (b) of the Standard Specifications:

Unless otherwise noted on the Plans, traffic signal grounding conductor shall be one conductor, #6 gauge copper, with a green color coded XLP jacket.

The traffic signal grounding conductor shall be bonded, using a UL Listed grounding connector to all proposed and existing traffic signal mast arm poles and traffic/pedestrian signal posts, including push button posts. The grounding conductor shall be bonded to all proposed and existing pull boxes, handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system and noted herein and detailed on the plans. The grounding conductor shall be bonded to conduit terminations using rated grounding bushings. Bonding to existing handhole frames and covers shall be paid for separately.

Add the following to Article 817.05 of the Standard Specifications:

#### Basis of Payment.

Grounding cable shall be measured in place for payment in foot (meter). Payment shall be at the contract unit price for ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C, which price includes all associated labor and material including grounding clamps, splicing, exothermic welds, grounding connectors, conduit grounding bushings, and other hardware.

**ELECTRIC CABLE**

Effective: May 22, 2002  
873.01TS

Revised: July 1, 2015

Delete “or stranded, and No. 12 or” from the last sentence of Article 1076.04 (a) of the Standard Specifications.

Add the following to the Article 1076.04(d) of the Standard Specifications:

Service cable may be single or multiple conductor cable.

**LIGHT EMITTING DIODE (LED) SIGNAL HEAD AND OPTICALLY PROGRAMMED LED SIGNAL HEAD**

Materials.

Add the following to Section 1078 of the Standard Specifications:

1. LED modules proposed for use and not previously approved by IDOT District One will require independent testing for compliance to current VTCSH-ITE standards for the product and be Intertek ETL Verified. This would include modules from new vendors and new models from IDOT District One approved vendors.
2. The proposed independent testing facility shall be approved by IDOT District One. Independent testing must include a minimum of two (2) randomly selected modules of each type of module (i.e. ball, arrow, pedestrian, etc.) used in the District and include as a minimum Luminous Intensity and Chromaticity tests. However, complete module performance verification testing may be required by the Engineer to assure the accuracy of the vendor’s published data and previous test results. An IDOT representative will select sample modules from the local warehouse and mark the modules for testing. Independent test results shall meet current ITE standards and vendor’s published data. Any module failures shall require retesting of the module type. All costs associated with the selection of sample modules, testing, reporting, and retesting, if applicable, shall be the responsibility of the LED module vendor and not be a cost to this contract.
3. All signal heads shall provide 12” (300 mm) displays with glossy yellow or black polycarbonate housings. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signals heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.

4. The LED signal modules shall be replaced or repaired if an LED signal module fails to function as intended due to workmanship or material defects within the first 7 years from the date of traffic signal TURN-ON. LED signal modules which exhibit luminous intensities less than the minimum values specified in Table 1 of the ITE Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement (June 27, 2005) [VTSCH], or applicable successor ITE specifications, or show signs of entrance of moisture or contaminants within the first 7 years of the date of traffic signal TURN-ON shall be replaced or repaired. The vendor's written warranty for the LED signal modules shall be dated, signed by a vendor's representative and included in the product submittal to the State.

(a) Physical and Mechanical Requirements

1. Modules can be manufactured under this specification for the following faces:
  - a. 12 inch (300 mm) circular, multi-section
  - b. 12 inch (300 mm) arrow, multi-section
2. The maximum weight of a module shall be 4 lbs. (1.8 kg).
3. Each module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
5. The lens of the module shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. Polymeric lens shall provide a surface coating or chemical surface treatment applied to provide abrasion resistance. The lens of the module shall be integral to the unit, convex with a smooth outer surface and made of plastic. The lens shall have a textured surface to reduce glare.
6. The use of tinting or other materials to enhance ON/OFF contrasts shall not affect chromaticity and shall be uniform across the face of the lens.
7. Each module shall have a symbol of the type of module (i.e. circle, arrow, etc.) in the color of the module. The symbol shall be 1 inch (25.4 mm) in diameter. Additionally, the color shall be written out in 1/2 inch (12.7mm) letters next to the symbol.

(b) Photometric Requirements

4. The LEDs utilized in the modules shall be AlInGaP technology for red and InGaN for green and amber indications, and shall be the ultra bright type rated for 100,000 hours of continuous operation from -40 °C to +74 °C.

(c) Electrical

1. Maximum power consumption for LED modules is per Table 2.
2. Operating voltage of the modules shall be 120 VAC. All parameters shall be measured at this voltage.
3. The modules shall be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors).
4. When a current of 20 mA AC (or less) is applied to the unit, the voltage read across the two leads shall be 15 VAC or less.
5. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
6. LED arrows shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.

Basis of Payment.

This work will not be paid for separately, but shall be included in the cost of the POST MOUNTED FLASHING BEACON INSTALLATION.

**CLEANING EXISTING DRAINAGE STRUCTURES**

Effective: September 30, 1985

Revised: December 1, 2011

All existing storm sewers, pipe culverts, manholes, catch basins and inlets shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be shown on the plans.

All existing drainage structures which are to be adjusted or reconstructed shall be cleaned in accordance with Article 602.15 of the Standard Specifications. This work will be paid for in accordance with Article 602.16 of the Standard Specifications.

All other existing drainage structures which are specified to be cleaned on the plans will be cleaned according to Article 602.15 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, and at the contract unit price per foot (meter) for STORM SEWERS TO BE CLEANED, of the diameter specified.

## **GUARDRAIL REMOVAL**

Description. Unless determined by the Engineer, all existing guardrail stabilization material at the locations of guardrail removal specified on the plans shall be removed in conjunction with the guardrail. It shall be the responsibility of the Contractor to verify the thickness of the existing guardrail stabilization. This work shall consist of the removal of existing guardrail stabilization and shall be performed in accordance with all applicable articles of Section 440 of the Standard Specifications

Method of Measurement. The saw-cutting, removal and disposal of the guardrail stabilization material will not be measured for payment but shall be included in the cost of guardrail removal.

Basis of Payment. This work will not be paid for separately but shall be included at the contract unit price per foot for GUARDRAIL REMOVAL.

## **BASE FOR TELESCOPING SIGN SUPPORT (SPECIAL)**

Description. This work shall consist of furnishing and installing base for a telescoping sign support on single faced concrete barrier walls. This also includes all welded plates, anchor bolts, metal spacers, and other appurtenances as shown in the details.

General. Installation of the telescoping sign support base shall be in accordance with applicable portions of Section 731 of the Standard Specifications.

Method of Measurement. This work shall be measured for payment at the contract unit price per each for BASE FOR TELESCOPING SIGN SUPPORT, SPECIAL.

Basis of Payment. This work shall be paid for at the contract unit price per each for BASE FOR TELESCOPING SIGN SUPPORT, SPECIAL.

## **BRIDGE APPROACH PAVEMENT CONNECTOR (PCC)**

Description: This work shall consist of providing a bridge approach pavement connector (PCC) pavement at the locations shown on the plans and as directed by the Engineer. The bridge approach pavement connector (PCC) pavement shall include the Portland Cement Concrete Pavement (Jointed), 10", Stabilized Subbase Hot-Mix Asphalt, 4", Aggregate Subgrade Improvement, 12", and Portland Cement Concrete Shoulders, 14".

Method of Measurement: Bridge Approach Pavement Connector (PCC) will be measured for payment in square yards.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for BRIDGE APPROACH PAVEMENT CONNECTOR (PCC), which shall be payment in full for all required material, equipment and labor.

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

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

Qualifications. The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is pre-qualified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

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

All contaminated materials shall be managed as either “uncontaminated soil” or non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. **Phase I Preliminary Engineering information is available through the District’s Environmental Studies Unit.** Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less.

The Contractor shall manage any excavated soils and sediment within the following areas:

### Site 1860-17 (Crown Recycling and Waste Services)

- Station 66+35 to Station 67+35 (IL 171), 0 to 40 feet RT and 0 to 45 LT (Crown Recycling and Waste Services, PESA site 1860-17, 8475 W. 53rd Street) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COC sampling parameters: manganese.

### Site 1860-22 (Des Plaines River)

- Station 52+95 to Station 58+55 (IL 171), 0 to 120 feet RT (Des Plaines River, PESA site 1860-22, northwest of the 1-55/IL 171 interchange) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. COC sampling parameters: VOCs, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, alpha-BHC, antimony, arsenic, lead, and manganese, and pH.

Site 1860-23 (I-55/IL 171 interchange)

- Station 32+05 to Station 32+80 (IL 171), 0 to 90 feet RT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. COC sampling parameters: lead and pH.
- Station 32+80 to Station 33+80 (IL 171), 0 to 110 feet RT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COC sampling parameters: manganese.
- Station 34+40 to Station 34+85 (IL 171), 0 to 115 feet RT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COC sampling parameters: manganese.
- Station 29+85 to Station 31+25 (NB I-55 Ramp C), 0 to 125 feet RT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COC sampling parameters: manganese.
- Station 35+35 to Station 36+20 (IL 171), 0 to 105 feet RT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COC sampling parameters: manganese.
- Station 38+25 to Station 39+25 (IL 171), 35 to 135 feet RT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COC sampling parameters: manganese.
- Station 42+75 to Station 43+75 (IL 171), 25 to 125 feet RT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COC sampling parameters: arsenic and manganese.
- Station 23+60 to Station 24+60 (SB I-55 Ramp G), 0 to 105 feet RT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COC sampling parameters: manganese.
- Station 47+80 to Station 48+85 (NB IL 171 Ramp A), 0 to 125 feet RT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. COC sampling parameters: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, and indeno(1,2,3-cd)pyrene.
- Station 47+70 to Station 48+70 (IL 171), 0 to 110 feet RT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COC sampling parameters: arsenic.
- Station 314+30 to Station 315+30 (I-55), 70 to 170 feet LT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COC sampling parameters: manganese.

- Station 314+90 to Station 315+90 (I-55), 55 to 155 feet RT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. COC sampling parameters: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, lead, and manganese.
- Station 52+85 to Station 54+00 (NB IL 171 Ramp A), 0 to 100 feet LT (I-55/IL 171 Interchange, PESA site 1860-23, between the Des Plaines River and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(4) and shall be managed in accordance with Article 669.09. COC sampling parameters: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, indeno(1,2,3-cd)pyrene, arsenic, and manganese.

Site 1860-24 (Metropolitan Water Reclamation District of Greater Chicago)

- Station 18+10 to Station 19+15 (NB I-55 Ramp F), 0 to 100 feet RT (Metropolitan Water Reclamation District of Greater Chicago, PESA site 1860-24, between I-55 and the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. COCs sampling parameters: benzo(a)pyrene.

Site 1860-25 (Natural Gas Pipeline Company of America pipeline)

- Station 30+05 to Station 31+10 (NB I-55 Ramp F), 0 to 80 feet RT (Natural Gas Pipeline Company of America Pipeline, PESA site 1860-25, north bank of the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COCs sampling parameters: manganese.
- Station 229+50 to Station 230+50 (NB I-55 Ramp E), 0 to 120 feet RT (Natural Gas Pipeline Company of America Pipeline, PESA site 1860-25, north bank of the Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. COCs sampling parameters: benzo(a)pyrene, benzo(a)anthracene, and manganese.

Site 1860-27 (Metropolitan Water Reclamation District of Greater Chicago)

- Station 27+15 to Station 28+05 (IL 171), 0 to 110 feet RT (Metropolitan Water Reclamation District of Greater Chicago, PESA site 1860-27, between the Chicago Sanitary and Ship Canal and the Canadian National/Illinois Central Railroad) - This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. COCs sampling parameters: manganese and pH.
- Station 27+70 to Station 28+70 (IL 171), 60 to 160 feet LT (Metropolitan Water Reclamation District of Greater Chicago, PESA site 1860-27, between the Chicago Sanitary and Ship Canal and the Canadian National/Illinois Central Railroad) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COCs sampling parameters: manganese.



Site 1860-28 (Canadian National/Illinois Central Railroad)

- Station 21+45 to Station 22+45 (IL 171), 0 to 35 feet RT and 0 to 70 feet LT (Canadian National/Illinois Central Railroad, PESA site 1860-28, between the Chicago Sanitary and Ship Canal and S. Archer Road) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COCs sampling parameters: manganese.
- Station 21+70 to Station 23+90 (IL 171), 30 to 130 feet RT (Canadian National/Illinois Central Railroad, PESA site 1860-28, between the Chicago Sanitary and Ship Canal and S. Archer Road) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. COCs sampling parameters: VOCs and manganese.

Site 1860-48 (Summit Cold Storage/JKC Trucking)

- Station 14+95 to Station 15+95 (IL 171), 0 to 125 feet RT (Summit Cold Storage/ JKC Trucking, PESA site 1860-48, 5450 South Center Avenue) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. COCs sampling parameters: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, lead, and manganese.

Site 1860-49 (Wright Industries)

- Station 23+90 to Station 25+00 (IL 171), 35 to 130 feet RT (Wright Industries, PESA site 1860-49, 7665 West Lawndale Avenue) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. COCs sampling parameters: ethylbenzene and 1,1,2-trichloroethane.
- Station 24+00 to Station 24+85 (IL 171), 0 to 35 feet RT and 0 to 65 feet LT (Wright Industries, PESA site 1860-49, 7665 West Lawndale Avenue) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. COCs sampling parameters: VOCs, ethylbenzene, pentachlorophenol, methylene chloride, xylenes, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, and naphthalene.

Site 1860-50 (Metropolitan Water Reclamation District)

- Station 27+75 to Station 28+75 (NB IL 171 Ramp D), 0 to 35 feet LT, and 0 to 70 RT (Metropolitan Water Reclamation District, PESA site 1860-50, between the Canadian National/Illinois Central Railroad and Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. COCs sampling parameters: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, arsenic, lead, and manganese.
- Station 348+50 to Station 349+25 (I-55), 0 to 135 feet RT (Metropolitan Water Reclamation District, PESA site 1860-50, between the Canadian National/Illinois Central Railroad and Chicago Sanitary and Ship Canal) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. COCs sampling parameters: benzo(a)pyrene and arsenic.

Site 1860-51 (Vacant Industrial Complex)

- Station 357+00 to Station 358+00 (I-55), 50 to 150 feet LT (Vacant Industrial Complex, PESA site 1860-51, 5005 South Harlem Avenue) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COCs sampling parameters: manganese.
- Station 363+30 to Station 364+30 (I-55), 60 to 150 feet LT (Vacant Industrial Complex, PESA site 1860-51, 5005 South Harlem Avenue) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COCs sampling parameters: manganese.

Site 1860-52 (MWRD/Harlem Avenue Dump)

- Station 336+30 to Station 337+30 (I-55), 55 to 155 feet LT (MWRD/Harlem Avenue Dump, PESA site 1860-52, between the Des Plaines River and the Chicago Sanitary and Ship Canal west of IL 43) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. COCs sampling parameters: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, arsenic, lead, cadmium, and manganese.
- Station 341+40 to Station 342+50 (I-55), 60 to 160 feet RT (MWRD/Harlem Avenue Dump, PESA site 1860-52, between the Des Plaines River and the Chicago Sanitary and Ship Canal west of IL 43) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COCs sampling parameters: manganese.
- Station 343+40 to Station 344+40 (I-55), 50 to 150 feet LT (MWRD/Harlem Avenue Dump, PESA site 1860-52, between the Des Plaines River and the Chicago Sanitary and Ship Canal west of IL 43) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. COCs sampling parameters: benzo(a)pyrene.

Site 1860-64 (Vacant Land)

- Station 92+90 to Station 93+90 (IL 171), 0 to 60 feet RT and 0 to 40 feet LT (Vacant Land, PESA site 1860-64, 8401 West 47th Street) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COCs sampling parameters: manganese.

**DRAINAGE SYSTEM**

Effective: June 10, 1994

Revised: June 24, 2015

Description. This work shall consist of furnishing and installing a bridge drainage system as shown on the plans, including all piping, fittings, support brackets, inserts, bolts, and splash blocks when specified.

Material. The pipe and fittings shall be reinforced fiberglass according to ASTM D 2996 RTRP with a 30,000 psi (207 MPa) minimum short-time rupture strength hoop tensile stress. The reinforced fiberglass shall also have an apparent stiffness factor at 5 percent deflection exceeding 200 cu in.-lbf/sq. in. (22.6 cu mm-kPa) and a minimum wall thickness of 0.10 in. (2.54 mm). The adhesive for joining pipe and fittings shall be as recommended by the manufacturer. All pipe supports and associated hardware shall be hot dip galvanized according to AASHTO M 232 (M 232M). 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 ultraviolet protection shall be designed to withstand a minimum of 2,500 hours of accelerated weathering when tested in conformance with the requirements in ASTM Designation: G 154. Lamps shall be UV-8 (313 nm wavelength). The resting cycle shall be 4 hours of ultraviolet exposure at 140°F (60°C), and then 4 hours of condensate exposure at 120°F (49°C). After testing, the surface of the pipe shall exhibit no fiber exposure, crazing, or checking, and only a slight chalking or color change. The supplier shall certify the material supplied meets or exceeds these requirements.

Design. The drainage system shall be designed as an open system with allowances for the differential expansion and contraction expected between the superstructure and the substructure to which the drainage system is attached.

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 6 in. (150 mm) 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 1 1/2 in. (40 mm) for all pipe under 12 in. (300 mm) in diameter and 2 in. (50 mm) for diameters 12 in. (300 mm) 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 reinforced fiberglass pipe, fittings, and expansion joints shall be handled and installed according to guidelines and procedures recommended by the manufacturer or supplier of the material.

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

## **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.

#### **MODULAR EXPANSION JOINT**

Effective: May 19, 1994

Revised: December 29, 2014

Description. This work shall consist of furnishing and installing a modular expansion joint(s) as shown on the plans, and according to applicable portions of Section 520 of the Standard Specifications.

General. The expansion joint device shall be capable of handling the specified longitudinal movement. In addition, when specified, the joint shall also be capable of handling the differential non-parallel longitudinal movement. The expansion joint device shall effectively seal the joint opening in the deck surface and barrier curbs against the entrance of water and foreign materials. There shall be no appreciable change in the deck surface plane with the expansion and contraction movements of the bridge.

The device shall consist of a shop-fabricated modular assembly of transverse neoprene seals, edge and separation beams, bearing on support bars spanning the joint opening. The assembly shall maintain equal distances between intermediate support rails, at any cross section, for the entire length of the joint. The assembly shall be stable under all conditions of expansion and contraction, using a system of longitudinal control springs and upper and lower support beam bearings and springs.

At sidewalks, concrete median barriers and concrete parapet joints, a sliding steel plate shall be fabricated and installed according to the plans. Painting or galvanizing of sliding steel plates shall be as specified on the plans.

Suppliers: The Department maintains a pre-qualified list of proprietary structural systems allowed for modular expansion joints. This list can be found on the Departments web site under Prequalified Structural Systems. The Contractor's options are limited to those systems pre-qualified by the Department. These systems have been reviewed for structural feasibility and adequacy only. Presence on this list shall in no case relieve the Contractor of the site specific design or QC/QA requirements stated herein.

The manufacturer shall provide evidence of current certification by AISC according to Article 106.08(d) of the Standard Specifications.

Submittals: Shop drawings and a copy of the calculations and support documents shall be submitted to the Engineer for approval according to Article 105.04 of the Standard Specifications. Submittals will be required for each modular expansion joint device specified. In addition the Contractor shall provide the Department with a certification of compliance by the manufacturer listing all materials in the system. The certification shall attest that the system conforms to the design and material requirements and be supported by a copy of the successful results of the fatigue tests performed on the system as herein specified. Submittals with insufficient test data and supporting certifications will be rejected.

The shop drawings shall include tables showing the total anticipated movements for each joint and the required setting width of the joint assemblies at various temperatures.

Design Requirements: The maximum vertical, transverse and horizontal rotations and displacements shall be defined and included in the design.

The expansion joint device(s) shall be designed, detailed and successfully tested, according to Section 14 of the AASHTO LRFD Bridge Design Specifications.

Top, bottom and sides of support bars shall be restrained to prevent uplift, transmit bearing loads, and maintain the lateral position of the bars.

The total movement of each individual sealing element shall not exceed 3 in. (75 mm).

Materials:

- (a) Metals. Structural Steel. All structural steel shall be according to AASHTO M 270, Grade 50 (M 270M Grade 345), unless otherwise specified.

Stainless steel sheets for the sliding surfaces of the support bars shall conform to the requirements of ASTM A240 (A240M) type 302 or 304.

The use of aluminum components in the modular joint will not be allowed.

- (b) Preformed Elastomeric Seals. The elastomeric sealing element shall be according to ASTM D5973.

Lubricant/Adhesive for installing the preformed elastomeric elements in place shall be a one-part, moisture-curing, polyurethane and hydrocarbon solvent mixture as recommended by the manufacturer and containing not less than 65 percent solids.

- (c) Support Bar Bearings. Support bar bearings shall be fabricated from elastomeric pads with polytetrafluorethylene (PTFE) surfacing or from polyurethane compound with PTFE sliding surfaces. The elastomeric and PTFE materials shall meet the requirements of Section 1083 of the Standard Specifications.
- (d) Control Springs. Suitable elastomeric type springs which work longitudinally shall be used to maintain the equidistant spacing between transverse edge and separation beams when measured at any given cross section through the joint.
- (e) Support Bars. Support bars shall incorporate stainless steel sliding surfaces to permit joint movement.

### Construction Requirements

General. Installation of expansion devices shall be according to the plans and shop drawings.

The fabricator of the modular joint assembly shall be AISC certified according to Article 106.08 for Bridge and Highway Metal Component Manufacturers. In lieu of AISC certification, the Contractor may have all welding on main members (support bars and separation beams) observed and inspected by independent (third party) personnel at the Contractor's expense. Welding shall then be observed by a Certified Welding Inspector (CWI) in addition to the manufacturer's own welding inspection. Third party Non Destructive Examination (NDE) shall be performed by inspector(s), certified as level II in applicable methods, and all complete penetration beam-to-bar welds and butt joints in beams shall be UT inspected and 10 percent of fillets and partial pen welds shall be MT inspected.

The manufacturer of the expansion device shall provide a qualified technical service representative to supervise installation. Modular expansion joint devices shall be factory prefabricated assemblies, preset by the manufacturer prior to shipment with provisions for field adjustment for the ambient temperature at the time of installation.

Unless otherwise shown on the plans, the neoprene seals shall be continuous without any field splices. Installation of the joint seals shall be performed by a trained representative of the Manufacturer.

All steel surfaces of the prefabricated assembly shall be shop painted with the primer specified for structural steel, except areas in direct contact with the seals, galvanized items and stainless steel surfaces.

The metal surfaces in direct contact with the neoprene seals shall be blast cleaned to permit a high strength bond of the lubricant/adhesive between the neoprene seal and mating metal surfaces.

The Contractor shall anticipate and make all necessary adjustments to existing or plan-specified reinforcement bars, subject to the approval of the Engineer, in order to prevent interferences with placement of the selected joint in the structure. Any adjustments to reinforcement bars interfering with the joint installation shall be the responsibility of the Contractor and preapproved by the Engineer prior to installation of the joint. Cutting of reinforcement shall be minimized, and any bars that are cut shall be replaced in-kind at no additional cost.

The prefabricated joint assembly shall be properly positioned and attached to the structure according to the manufacturer's approved shop drawings. The attachment shall be sufficiently rigid to prevent non-thermal rotation, distortion, or misalignment of the joint system relative to the deck prior to casting the concrete. The joints shall be adjusted to the proper opening based on the ambient temperature at the time of installation and then all restraints preventing thermal movement shall be immediately released and/or removed. The joint assembly units shall be straight, parallel and in proper vertical alignment or reworked until proper adjustment is obtained prior to casting of the concrete around the joint.

After the joint system is installed, the joint area shall be flooded with water and inspected, from below for leakage. If leakage is observed, the joint system shall be repaired, at the expense of the Contractor, as recommended by the manufacturer and approved by the Engineer.

Method of Measurement. This work will be measured for payment in place, in feet (meters), along the centerline of the joint from face to face of the parapets or curbs. All sliding plate assemblies at the sidewalks, parapets and median barriers will not be measured for payment. The size will be defined as the specified longitudinal movement rounded up to the nearest 3 inch (75 mm) increment.

Basis of Payment: When only a longitudinal movement is specified, this work will be paid for at the contract unit price per foot (meter) for the MODULAR EXPANSION JOINT, of the size specified. When a differential non parallel movement is also specified, this work will be paid for at the contract unit price per foot (meter) for the MODULAR EXPANSION JOINT-SWIVEL, of the size specified.

All materials, equipment and labor required to fabricate, paint and install the sliding plate assemblies at the sidewalks, parapets and median barriers will not be paid for separately but shall be included in the price for the expansion joint specified.

When the fabrication and erection of modular expansion joint is accomplished under separate contracts, the applicable requirements of Article 505.09 shall apply, except the furnishing pay items shall include storage and protection of fabricated materials up to 75 days after the completion dates.

Fabricated modular expansion joints and other materials complying with the requirements of this item, furnished and accepted, will be paid for at the contract unit price per foot (meter) for FURNISHING MODULAR EXPANSION JOINT or FURNISHING MODULAR EXPANSION JOINT – SWIVEL of the size specified.



Storage and care of fabricated joints 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 MODULAR EXPANSION JOINTS 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.

Modular expansion joints and other materials erected according to the requirements of the specifications, and accepted, will be paid for at the contract unit price per foot (meter) for ERECTING MODULAR EXPANSION JOINT or ERECTING MODULAR EXPANSION JOINT - SWIVEL of the size specified.

**CLEANING AND PAINTING CONTACT SURFACE AREAS OF EXISTING STEEL STRUCTURES**

Effective: June 30, 2003

Revised: May 18, 2011

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:

<u>Item</u>	<u>Article</u>
a) Organic Zinc Rich Primer	1008.05
b) Aluminum Epoxy Mastic	1008.03

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.

Soluble Salt Remediation. The Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces. Surfaces that may be contaminated with chloride include, but are not limited to, expansion joints and all areas that are subject to roadway splash or runoff such as fascia beams and stringers.

Methods of chloride removal may include, but are not limited to, steam cleaning or pressure washing with or without the addition of a chemical soluble salt remover as approved by the coating manufacturer, and scrubbing before or after initial paint removal. The Contractor may also elect to clean the steel and allow it to rust overnight followed by recleaning, or by utilizing blends of fine and coarse abrasives during blast cleaning, wet abrasive/water jetting methods of preparation, or combinations of the above. If steam or water cleaning methods of chloride removal are utilized over surfaces where the coating has been completely removed, and the water does not contact any lead containing coatings, the water does not have to be collected. The Contractor shall provide the proposed procedures for chloride remediation in the Surface Preparation/Painting Plan.

Upon completion of the chloride remediation steps, the Contractor shall use cell methods of field chloride extraction and test procedures (e.g., silver dichromate) accepted by the Engineer, to test representative surfaces that were previously rusted (e.g., pitted steel) for the presence of remaining chlorides. Remaining chloride levels shall be no greater than  $7\mu\text{g}/\text{sq cm}$  as read directly from the surface without any multiplier applied to the results. The testing must be performed, and the results must be acceptable, prior to painting each day.

A minimum of 5 tests per 1000 sq. ft. (93 sq m) or fraction thereof completed in a given day, shall be conducted at project start up. If results greater than  $7\mu\text{g}/\text{sq cm}$  are detected, the surfaces shall be recleaned and retested at the same frequency. If acceptable results are achieved on three consecutive days in which testing is conducted, the test frequency may be reduced to 1 test per 1000 sq. ft. (93 sq. m) prepared each day provided the chloride remediation process remains unchanged. If unacceptable results are encountered, or the methods of chloride remediation are changed, the Contractor shall resume testing at a frequency of 5 tests per 1000 sq. ft. (93 sq. m).

Following successful chloride testing the chloride test areas shall be cleaned as specified below.

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 Contractor's 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 Contractor's 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 5<sup>th</sup> 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.

### **CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES**

Effective: October 2, 2001

Revised: April 30, 2010

Description. This work shall consist of the containment, collection, temporary storage, transportation and disposal of waste from lead paint removal projects. Waste requiring containment and control includes, but is not limited to, old paint, spent abrasives, corrosion products, mill scale, dirt, dust, grease, oil, salts, and water used for cleaning the surface of existing lead coatings prior to overcoating.

General. The existing coatings contain lead and may also contain other toxic metals. This specification provides the requirements for containment and for the protection of the public, and the environment from exposure to harmful levels of toxic metals that may be present in the paint being removed or repaired. The Contractor shall take reasonable and appropriate precautions to protect the public from the inhalation or ingestion of dust or debris from the operations, and is responsible for the clean-up of all spills of waste at no additional cost to the Department.

The Contractor shall comply with the requirements of this Specification and all applicable Federal, State, and Local laws, codes, and regulations, including, but not limited to the regulations of the United States Environmental Protection Agency (USEPA), Occupational Safety and Health Administration (OSHA), and Illinois Environmental Protection Agency (IEPA). The Contractor shall comply with all applicable regulations even if the regulation is not specifically referenced herein. If a Federal, State, or Local regulation is more restrictive than the requirements of this Specification, the more restrictive requirements shall prevail.

Submittals. The Contractor shall submit for Engineer review and acceptance, the following drawings and plans for accomplishing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification. The Contractor shall also maintain on site, copies of the standards and regulations referenced herein (list provided in appendix 1).

- a) Containment Plans. The containment plans shall include drawings, equipment specifications, and calculations (wind load, air flow and ventilation when negative pressure is specified). The plans shall include copies of the manufacturer's specifications for the containment materials and equipment that will be used to accomplish containment and ventilation.

When required by the contract plans, the submittal shall provide calculations that assure the structural integrity of the bridge when it supports the containment and the calculations and drawings shall be signed and sealed by a Structural Engineer licensed in the state of Illinois.

When working over the railroad or navigable waterways, the Department will notify the respective agencies that work is being planned. Unless otherwise directed by the Engineer, the Contractor is responsible for follow up contact, and shall provide evidence that the railroad, Coast Guard, Corps of Engineers, and other applicable agencies are satisfied with the clearance provided and other safety measures that are proposed.

- b) Environmental Monitoring Plan. The Environmental Monitoring Plan shall address the visual inspections and clean up of the soil and water that the Contractor will perform, including final project inspection and cleanup. The plan shall address the daily visible emissions observations that will be performed and the corrective action that will be implemented in the event emissions or releases occur. When high volume ambient air monitoring is required, an Ambient Air Monitoring Plan shall be developed. The plan shall include:

- Proposed monitor locations and power sources in writing. A site sketch shall be included, indicating sensitive receptors, monitor locations, and distances and directions from work area.
- Equipment specification sheet for monitors to be used, and a written commitment to calibrate and maintain the monitors.
- Include a procedure for operation of monitors per 40 CFR 50, Appendix B, including use of field data chain-of-custody form. Include a sample chain of custody form.
- Describe qualifications/training of monitor operator.



- The name, contact information (person's name and number), and certification of the laboratory performing the filter analysis. Laboratory shall be accredited by one of the following: 1) the American Industrial Hygiene Association (AIHA) for lead (metals) analysis, 2) Environmental Lead Laboratory Accreditation Program (ELLAP) for metals analysis, 3) State or federal accreditation program for ambient air analysis or, 4) the EPA National Lead Laboratory Accreditation Program (NLLAP) for lead analysis. The laboratory shall provide evidence of certification, a sample laboratory chain-of-custody form, and sample laboratory report that provides the information required by this specification. The laboratory shall also provide a letter committing to do the analysis per 40 CFR 50, Appendix G. If the analysis will not be performed per 40 CFR Appendix G, a proposed alternate method shall be described, together with the rationale for using it. The alternate method can not be used unless specifically accepted by the Engineer in writing.
- c) 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. If the use of abrasive additives is proposed, provide the name of the additive, the premixed ratio of additive to abrasive being provided by the supplier, and a letter from the supplier of the additive indicating IEPA acceptance of the material. Note that the use of any steel or iron based material, such as but not limited to grit, shot, fines, or filings as an abrasive additive is prohibited.
- d) Contingency Plan. The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of dust collection system, failure of supplied air system or any other event that may require modification of standard operating procedures during lead removal. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency.

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the plans does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations, this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections of all environmental control and waste handling aspects of the project to verify compliance with these specification requirements and the accepted drawings and plans. The Contractor shall use the IDOT Environmental Daily Report form supplied by the Engineer to record the results of the inspections. The completed reports shall be turned into the Engineer before work resumes the following day. Contractor QC inspections shall include, but not be limited to the following:

- Proper installation and continued performance of the containment system(s) in accordance with the approved drawings.
- Visual inspections of emissions into the air and verification that the cause(s) for any unacceptable emissions is corrected.
- Set up, calibration, operation, and maintenance of the regulated area and high volume ambient air monitoring equipment, including proper shipment of cassettes/filters to the laboratory for analysis. Included is verification that the Engineer receives the results within the time frames specified and that appropriate steps are taken to correct work practices or containment in the event of unacceptable results.
- Visual inspections of spills or deposits of contaminated materials into the water or onto the ground, pavement, soil, or slope protection. Included is verification that proper cleanup is undertaken and that the cause(s) of unacceptable releases is corrected.
- Proper implementation of the waste management plan including laboratory analysis and providing the results to the Engineer within the time frames specified herein.
- Proper implementation of the contingency plans for emergencies.

The personnel providing the QC inspections shall possess current SSPC-C3 certification or equal, including the annual training necessary to maintain that certification (SSPC-C5 or equal), and shall provide evidence of successful completion of 2 projects of similar or greater complexity and scope that have been completed in the last 2 years. References shall include the name, address, and telephone number of a contact person employed by the bridge owner. Proof of initial certification and the current annual training shall also be provided.

Quality Assurance (QA) Observations. The Engineer will conduct QA observations of any or all of the QC monitoring inspections that are undertaken. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of its own and to comply with all requirements of this Specification.

Containment Requirements. The Contractor shall install and maintain containment systems surrounding the work for the purpose of controlling emissions of dust and debris according to the requirements of this specification. Working platforms and containment materials that are used shall be firm and stable and platforms shall be designed to support the workers, inspectors, spent surface preparation media (e.g., abrasives), and equipment during all phases of surface preparation and painting. Platforms, cables, and other supporting structures shall be designed according to OSHA regulations. If the containment needs to be attached to the structure, the containment shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

The containment shall be dropped in the event of sustained winds of 40 mph (64 kph) or greater and all materials and equipment secured.

The Contractor shall provide drawings showing the containment system and indicating the method(s) of supporting the working platforms and containment materials to each other and to the bridge. When the use of negative pressure and airflow inside containment is specified, the Contractor shall provide all ventilation calculations and details on the equipment that will be used for achieving the specified airflow and dust collection.

When directed in the contract plans, the Contractor shall submit calculations and drawings, signed and sealed by a Structural Engineer licensed in the state of Illinois, that assure the structural integrity of the bridge under the live and dead loads imposed, including the design wind loading.

When working over railroads, the Contractor shall provide evidence that the proposed clearance and the safety provisions that will be in place (e.g., flagman) are acceptable to the railroad. In the case of work over navigable waters, the Contractor shall provide evidence that the proposed clearance and provisions for installing or moving the containment out of navigation lanes is acceptable to authorities such as the Coast Guard and Army Corps of Engineers. The Contractor shall include plans for assuring that navigation lighting is not obscured, or if it is obscured, that temporary lighting is acceptable to the appropriate authorities (e.g., Coast Guard) and will be utilized.

Engineer review and acceptance of the drawings and calculations shall not relieve the Contractor from the responsibility for the safety of the working platforms and containment, and for providing ample ventilation to control worker and environmental exposures. After the work platforms and containment materials are erected additional measures may be needed to ensure worker safety according to OSHA regulations. The Contractor shall institute such measures at no additional cost to the Department.

Containment for the cleaning operation of this contract is defined as follows:

- The containment system shall maintain the work area free of visible emissions of dust and debris according to all provisions of this Specification, with no debris permitted outside of the regulated area at any time. All debris within the regulated area and within the containment shall be collected at the end of the last shift each day, and properly stored in sealed containers. Cleaning shall be accomplished by HEPA vacuuming unless it is conducted within a containment that is designed with a ventilation system capable of collecting the airborne dust and debris created by sweeping and blowing with compressed air. The ventilation system shall be in operation during the cleaning.
- The containment systems shall comply with the specified SSPC Guide 6 classifications as presented in Table 1 for the method of paint removal utilized.
- TSP-lead in the air at monitoring locations selected by the Contractor shall comply with the requirements specified herein.

The Contractor shall take appropriate action to avoid personnel injury or damage to the structure from the installation and use of the containment system. If the Engineer determines that there is the potential for structural damage caused by the installed containment system, the Contractor shall take appropriate action to correct the situation.

In addition to complying with the specific containment requirements in Table 1 for each method of removal, the Contractor shall provide and maintain coverage over the ground in the areas to be cleaned. This coverage shall be capable of catching and containing surface preparation media, paint chips, and paint dust in the event of an accidental escape from the primary containment. The containment materials shall be cleaned of loose material prior to relocation or dismantling. Acceptable methods of cleaning include blowing down the surfaces with compressed air while the ventilation system is in operation, HEPA vacuuming, and/or wet wiping. If paint chips or dust is observed escaping from the containment materials during moving, all associated operations shall be halted and the materials and components recleaned.

The containment systems shall also meet the following requirements:

a) Dry Abrasive Blast Cleaning - Full Containment with Negative Pressure (SSPC Class 1A)

The enclosure shall be designed, installed, and maintained to sustain maximum anticipated wind forces, including negative pressure. Flapping edges of containment materials are prohibited and the integrity of all containment materials, seams, and seals shall be maintained for the duration of the project. Airflow inside containment shall be designed to provide visibility and reduce worker exposures to toxic metals according to OSHA regulations and as specified in Table 1 and its accompanying text. When the location of the work on the bridge, or over lane closures permit, the blast enclosure shall extend a minimum of 3 ft. (1 m) beyond the limits of surface preparation to allow the workers to blast away from, rather than into the seam between the containment and the structure. The blast enclosure shall have an airlock or resealable door entryway to allow entrance and exit from the enclosure without allowing the escape of blasting residue.

If recyclable metallic abrasives are used, the Contractor shall operate the equipment in a manner that minimizes waste generation. Steps shall also be taken to minimize dust generation during the transfer of all abrasive/paint debris (expendable or recyclable abrasives) for recycling or disposal. Acceptable methods include, but are not limited to vacuuming, screw or belt conveyance systems, or manual conveyance. However manual conveyance is only permitted if the work is performed inside a containment that is equipped with an operating ventilation system capable of controlling the dust that is generated.

Appropriate filtration shall be used on the exhaust air of dust collection and abrasive recycling equipment as required to comply with IEPA regulations. The equipment shall be enclosed if visible dust and debris are being emitted and/or the regulated area or high volume monitor lead levels are not in compliance.

Areas beneath containment connection points that were shielded from abrasive blast cleaning shall be prepared by vacuum blast cleaning or vacuum-shrouded power tool cleaning after the containment is removed.

b) Vacuum Blast Cleaning within Containment (SSPC-Class 4A)

Vacuum blasting equipment shall be fully automatic and capable of cleaning and recycling the abrasive. The system shall be designed to deliver cleaned, recycled blasting abrasives and provide a closed system containment during blasting. The removed coating, mill scale, and corrosion shall be separated from the abrasive, and stored for disposal.

The Contractor shall attach containment materials around and under the work area to catch and contain abrasive and waste materials in the event of an accidental escape from the vacuum shroud. This containment is in addition to the ground covers specified earlier.

It is possible that the close proximity of some structural steel members, such as the end diaphragms or end cross-frames underneath transverse deck expansion joints, preclude the use of the vacuum blasting equipment for the removal of the old paint. For surfaces that are inaccessible for the nozzles of the vacuum blasting equipment, the Contractor shall remove the paint by means of full containment inside a complete enclosure as directed by the Engineer.

c) Vacuum-Shrouded Power Tool Cleaning within Containment (SSPC-Class 3P)

The Contractor shall utilize power tools equipped with vacuums and High Efficiency Particulate Air (HEPA) filters. The Contractor shall attach containment walls around the work area, and install containment materials beneath the work area to catch and contain waste materials in the event of an accidental escape from the vacuum shroud. This containment is in addition to the ground covers specified earlier and shall be installed within 10 ft. (3m) of the areas being cleaned.

d) Power Tool Cleaning without Vacuum, within Containment (SSPC-Class 2P)

When the use of power tools without vacuum attachments is authorized by the Engineer, the Contractor shall securely install containment walls and flooring around the work area to capture and collect all debris that is generated. The containment material requirements for this Class 2P are similar to Class 3P used for vacuum-shrouded tools, but the supporting structure will be more substantial in Class 2P to better secure the containment materials from excessive movement that could lead to the loss of waste paint chips and debris. Containment beneath the work shall be within 10 ft. (3m) of the areas being cleaned, and is in addition to the ground covers specified earlier.

- e) Water Washing, Water Jetting or Wet Abrasive Blast Cleaning within Containment (SSPC Class 2W-3W)

Water washing of the bridge for the purpose of removing chalk, dirt, grease, oil, bird nests, and other surface debris, and water jetting or wet abrasive blast cleaning for the purpose of removing paint and surface debris shall be conducted within a containment designed, installed, and maintained in order to capture and contain all water and waste materials. The containment shall consist of impermeable floors and lower walls to prevent the water and debris from escaping. Permeable upper walls and ceilings are acceptable provided the paint chips, debris, and water, other than mists, are collected. A fine mist passing through the permeable upper walls is acceptable, provided the environmental controls specified below are met. If paint chips, debris, or water, other than mists, escape the containment system, impermeable walls and ceilings shall be installed.

When water is used for surface cleaning, the collected water shall be filtered to separate the particulate from the water. Recycling of the water is preferred in order to reduce the volume of waste that is generated. The water after filtration shall be collected and disposed of according to the waste handling portions of this specification.

When a slurry is created by injecting water into the abrasive blast stream, the slurry need not be filtered to separate water from the particulate.

Environmental Controls and Monitoring. The Contractor shall prepare and submit to the Engineer for review and acceptance, an Environmental Monitoring Plan. The purpose of the plan is to address the observations and equipment monitoring undertaken by the Contractor to confirm that project dust and debris are not escaping the containment into the surrounding air, soil, and water.

- a) Soil and Water. Containment systems shall be maintained to prevent the escape of paint chips, abrasives, and other debris into the water, and onto the ground, soil, slope protection, and pavements. Releases or spills of, paint chips, abrasives, dust and debris that have become deposited on surrounding property, structures, equipment or vehicles, and bodies of water are unacceptable. If there are inadvertent spills or releases, the Contractor shall immediately shut down the emissions-producing operations, clean up the debris, and change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future.

Water booms, boats with skimmers, or other means as necessary shall be used to capture and remove paint chips or project debris that falls or escapes into the water.

At the end of each workday at a minimum, the work area inside and outside of containment, including ground tarpaulins, shall be inspected to verify that paint debris is not present. If debris is observed, it shall be removed by hand and HEPA-vacuuuming. If wet methods of preparation are used, the damp debris can remain overnight provided it is protected from accidental release by securely covering the waste, folding the waste into the ground tarps, or by other acceptable methods. Prior to commencing work the next day, the debris from the folded ground tarps shall be removed.

Upon project completion, the ground and water in and around the project site are considered to have been properly cleaned if paint chips, paint removal media (e.g., spent abrasives), fuel, materials of construction, litter, or other project debris have been removed.

NOTE: All project debris must be removed even if the debris (e.g., spent abrasive and paint chips) was a pre-existing condition.

- b) Visible Emissions. The Contractor shall conduct observations of visible emissions and releases on an ongoing daily basis when dust-producing activities are underway, such as paint removal, clean up, waste handling, and containment dismantling or relocation. Note that visible emissions observations do not apply to the fine mist that may escape through permeable containment materials when wet methods of preparation are used.

Visible emissions in excess of SSPC Guide 6, Level 1 (1% of the workday) are unacceptable. In an 8-hour workday, this equates to emissions of a cumulative duration no greater than 4.8 minutes (288 seconds). This criterion applies to scattered, random emissions of short duration. Sustained emissions from a given location (e.g., 1 minute or longer), regardless of the total length of emissions for the workday, are unacceptable and action shall be initiated to halt the emission.

If unacceptable visible emissions or releases are observed, the Contractor shall immediately shut down the emission-producing operations, clean up the debris, and change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future.

- c) Ambient Air Monitoring. The Contractor shall perform ambient air monitoring according to the following:
- Monitor Siting. The Contractor shall collect and analyze air samples to evaluate levels of TSP-lead if there are sensitive receptors within 5 times the height of the structure or within 1000 ft. (305 m) of the structure, whichever is greater. If sensitive receptors are not located within these limits, monitoring is not required. Sensitive receptors are areas of public presence or access including, but not limited to, homes, schools, parks, playgrounds, shopping areas, livestock areas, and businesses. The motoring public is not considered to be a sensitive receptor for the purpose of ambient air monitoring.

The Contractor shall locate the monitors according to SSPC-TU-7, in areas of public exposure and in areas that will capture the maximum pollutant emissions resulting from the work. The Contractor shall identify the recommended monitoring sites in the Ambient Air Monitoring Plan, including a sketch identifying the above. The monitors shall not be sited until the Engineer accepts the proposed locations.

- Equipment Provided by Contractor. The Contractor shall provide up to 4 monitors per work site and all necessary calibration and support equipment, power to operate them, security (or arrangements to remove and replace the monitors daily), filters, flow chart recorders and overnight envelopes for shipping the filters to the laboratory. The number of monitors required will be indicated in the Plan Notes. Each monitor shall be tagged with the calibration date.
- Duration of Monitoring. Monitoring shall be performed for the duration of dust-producing operations (e.g., paint removal, waste handling, containment clean-up and movement, etc.) or a minimum of 8 hours each day (when work is performed).

The monitoring schedule shall be as follows:

1. For dry abrasive blast cleaning monitoring shall be conducted full time during all days of dust-producing operations (e.g., paint removal, waste handling, containment movement, etc.).
  2. For wet abrasive blast cleaning, water jetting, or power tool cleaning, monitoring shall be conducted for the first 5 days of dust producing operations. If the results after 5 days are acceptable, monitoring may be discontinued. If the results are unacceptable, corrective action shall be initiated to correct the cause of the emissions, and monitoring shall continue for an additional 5 days. If the results are still unacceptable, the Engineer may direct that the monitoring continue full time.
  3. When monitoring is discontinued, if visible emissions are observed and/or the Contractor's containment system changes during the course of the project, then air monitoring will again be required for a minimum of two consecutive days until compliance is shown.
- Background Monitoring. Background samples shall be collected for two days prior to the start of work while no dust producing operations are underway to provide a baseline. The background monitoring shall include one weekday and one weekend day. The background monitoring shall coincide with the anticipated working hours for the paint removal operations, but shall last for a minimum of 8 hours each day.
  - Monitor Operation and Laboratory Analysis.

The Contractor shall calibrate the monitors according to the manufacturer's written instructions upon mobilization to the site and quarterly. Each monitor shall be tagged with the calibration date, and calibration information shall be provided to the Engineer upon request.

All ambient air monitoring shall be performed by the Contractor according to the accepted Ambient Air Monitoring Plan and according to EPA regulations 40 CFR Part 50 Appendix B, Reference Method for the Determination of Suspended Particulate Matter in the Atmosphere (High-Volume Method), and 40 CFR Part 50 Appendix G, Reference Method for the Determination of Lead in Suspended Particulate Matter Collected from Ambient Air.



Filters shall be placed in monitors and monitors operated each day prior to start of dust-producing operations and the filters removed upon completion each day. The Contractor shall advise the Engineer in advance when the filters will be removed and replaced. The monitor operator shall record the following information, at a minimum, on field data and laboratory chain-of-custody forms (or equivalent):

1. Monitor location and serial number
2. Flow rate, supported by flow charts
3. Start, stop times and duration of monitoring
4. Work activities and location of work during the monitoring period
5. Wind direction/speed

For the first 5 days of monitoring, the Contractor shall submit the filters, field data and laboratory chain-of-custody forms together with the flow chart recorders (i.e. monitor flow rate and the duration of monitoring) on a daily basis in an overnight envelope to the laboratory for analysis. The laboratory must provide the Engineer with written results no later than 72 hours after the completion of each day's monitoring. At the discretion of the Engineer, if the initial 5 days of monitoring on full time monitoring projects is acceptable, the filters may be sent to the laboratory every 3 days rather than every day. Written results must be provided to the Engineer no later than 5 days after the completion of monitoring for the latest of the 3 days.

- Ambient Air Monitoring Results. The laboratory shall provide the report directly to the Engineer with a copy to the contractor. The report shall include:
  1. Monitor identification and location
  2. Work location and activities performed during monitoring period
  3. Monitor flow rate, duration, and volume of air sampled
  4. Laboratory methods used for filter digestion / analysis
  5. Sample results for the actual duration of monitoring
  6. Sample results expressed in terms of a 24 hour time weighted average. Assume zero for period not monitored.
  7. Comparison of the results with the acceptance criteria indicating whether the emissions are compliant.
  8. Field data and chain-of-custody records used to derive results.

Should revised reports or any information regarding the analysis be issued by the laboratory directly to the Contractor at any time, the contractor shall immediately provide a copy to the Engineer and advise the laboratory that the Engineer is to receive all information directly from the laboratory.

- Acceptance Criteria. TSP-lead results at each monitor location shall be less than 1.5  $\mu\text{g}/\text{cu m}$  per calendar quarter converted to a daily allowance using the formulas from SSPC Guide 6 as follows, except that the maximum 24-hour daily allowance shall be no greater than 6  $\mu\text{g}/\text{cu m}$ .

The formula for determining a 24-hour daily value based on the actual number of paint disturbance days expected to occur during the 90-day quarter is:

$$\text{DA} = (90 \div \text{PD}) \times 1.5 \mu\text{g}/\text{cu m}, \text{ where}$$

DA is the daily allowance, and

PD is the number of preparation days anticipated in the 90-day period

If the DA calculation is  $> 6.0 \mu\text{g}/\text{cu m}$ , use  $6.0 \mu\text{g}/\text{cu m}$ .

Regulated Areas. Physically demarcated regulated area(s) shall be established around exposure producing operations at the OSHA Action Level for the toxic metal(s) present in the coating. The Contractor shall provide all required protective clothing and equipment for personnel entering into a regulated area. Unprotected street clothing is not permitted within the regulated areas.

Hygiene Facilities/Protective Clothing/Blood Tests. The Contractor shall provide clean lavatory and hand washing facilities according to OSHA regulations and confirm that employees wash hands, forearms, and face before breaks. The facilities shall be located at the perimeter of the regulated area in close proximity to the paint removal operation. Shower facilities shall be provided when workers' exposures exceed the Permissible Exposure Limit. Showers shall be located at each bridge site, or if allowed by OSHA regulations, at a central location to service multiple bridges. The shower and wash facilities shall be cleaned at least daily during use.

All wash and shower water shall be filtered and containerized. The Contractor is responsible for filtration, testing, and disposal of the water.

The Contractor shall make available to all IDOT project personnel a base line and post project blood level screening determined by the whole blood lead method, utilizing the Vena-Puncture technique. This screening shall be made available every 2 months for the first 6 months, and every 6 months thereafter.

The Contractor shall provide IDOT project personnel with all required protective clothing and equipment, including disposal or cleaning. Clothing and equipment includes but is not limited to disposable coveralls with hood, booties, disposable surgical gloves, hearing protection, and safety glasses. The protective clothing and equipment shall be provided and maintained on the job site for the exclusive, continuous and simultaneous use by the IDOT personnel. This equipment shall be suitable to allow inspection access to any area in which work is being performed.

All handwash and shower facilities shall be fully available for use by IDOT project personnel.

Site Emergencies.

- a) Stop Work. The Contractor shall stop work at any time the conditions are not within specifications and take the appropriate corrective action. The stoppage will continue until conditions have been corrected. Standby time and cost required for corrective action is at the Contractor's expense. The occurrence of the following events shall be reported in writing to IDOT and shall require the Contractor to automatically stop lead paint removal and initiate clean up activities.
- Airborne lead levels at any of the high volume ambient air monitoring locations that exceed the limits in this specification, or airborne lead in excess of the OSHA Action Level at the boundary of the regulated area.
  - Break in containment barriers.
  - Visible emissions in excess of the specification tolerances.
  - Loss of negative air pressure when negative air pressure is specified (e.g., for dry abrasive blast cleaning).
  - Serious injury within the containment area.
  - Fire or safety emergency
  - Respiratory system failure
  - Power failure
- b) Contingency Plans and Arrangements. The Engineer will refer to the contingency plan for site specific instructions in the case of emergencies.

The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of dust collection system, failure of supplied air system or any other event that may require modification of standard operating procedures during lead removal. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency. The Contractor shall post the telephone numbers and locations of emergency services including fire, ambulance, doctor, hospital, police, power company and telephone company on clean side of personnel decontamination area.

A two-way radio, or equal, as approved by the Engineer, capable of summoning emergency assistance shall be available at each bridge during the time the Contractor's personnel are at the bridge site under this contract. The following emergency response equipment described in the contingency plan (generic form attached) shall be available during this time as well: an appropriate portable fire extinguisher, a 55 gal (208 L) drum, a 5 gal (19 L) pail, a long handled shovel, absorbent material (one bag).

A copy of the contingency plan shall be maintained at each bridge during cleaning operations and during the time the Contractor's personnel are at the bridge site under this contract. The Contractor shall designate the emergency coordinator(s) required who shall be responsible for the activities described.

An example of a contingency plan is included at the end of this Special Provision.

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 surfaces overnight, either inside or outside of containment. 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. Testing shall be considered included in the pay item for "Containment and Disposal of Lead Paint Cleaning Residues." Copies of the test results shall be provided to the Engineer prior to shipping the waste.

Waste water generated from bridge washing, hygiene purposes, and cleaning of equipment shall be filtered on site to remove particulate and disposed of at a Publicly Owned Treatment Works (POTW) according to State regulations. The Contractor shall provide the Engineer with a letter from the POTW indicating that they will accept the waste water. If the POTW allows the filtered water to be placed into the sanitary sewer system, the Contractor shall provide a letter from the POTW indicating that based on the test results of the water, disposal in the sanitary sewer is acceptable to them. Water shall not be disposed of until the above letter(s) are provided to, and accepted by, the Engineer.

If approved abrasive additives are used that render the waste non-hazardous as determined by TCLP testing, the waste shall be classified as a non-hazardous special waste, transported by a licensed waste transporter, and disposed of at an IEPA permitted disposal facility in Illinois.

When paint is removed from the bridge without the use of abrasive additives, the paint, 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 5<sup>th</sup> 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.

Basis of Payment. The soil, water, and air monitoring, containment, collection, temporary storage, transportation, testing and disposal of all project waste, and all other work described herein will be paid for at the contract lump sum price for CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES at the designated location. Payment will not be authorized until all requirements have been fulfilled as described in this specification, including the preparation and submittal of all QC documentation, submittal of environmental monitoring and waste test results, and disposal of all waste.

Appendix 1 – Reference List

The Contractor shall maintain the following reference standards and regulations on site for the duration of the project:

- Illinois Environmental Protection Agency – Information Statement on the Removal of Lead-Based Paint from Exterior Surfaces, latest revision
- Illinois Environmental Protection Act
- SSPC Guide 6, Guide for Containing Debris Generated During Paint Removal Operations
- 29 CFR 1926.62, Lead in Construction
- 40 CFR Part 50, Appendix B, Reference Method for the Determination of Suspended Particulate Matter in the Atmosphere (High-Volume Method)
- 40 CFR Part 50, Appendix G, Reference Method for the Determination of Lead in Suspended Particulate Matter Collected from Ambient Air
- SSPC Guide 16, Guide to Specifying and Selecting Dust Collectors
- SSPC TU-7, Conducting Ambient Air, Soil, and Water Sampling Activities During Surface Preparation and Paint Disturbance Activities.

<b>Table 1 Containment Criteria for Removal of Paint Containing Lead and Other Toxic Metals<sup>1</sup></b>					
<b>Removal Method</b>	<b>SSPC Class<sup>2</sup></b>	<b>Containment Material Flexibility</b>	<b>Containment Material Permeability<sup>3</sup></b>	<b>Containment Support Structure</b>	<b>Containment Material Joints<sup>4</sup></b>
Hand Tool Cleaning	3P <sup>6</sup>	Rigid or Flexible	Permeable or Impermeable	Minimal	Partially Sealed
Power Tool Cleaning w/ Vacuum	3P <sup>6</sup>	Rigid or Flexible	Permeable or Impermeable	Minimal	Partially Sealed
Power Tool Cleaning w/o Vacuum	2P	Rigid or Flexible	Permeable or Impermeable	Rigid or Flexible	Fully or Partially Sealed
Water Jetting Wet Ab Blast Water Cleaning <sup>7</sup>	2W-3W	Rigid or Flexible	Permeable and Impermeable <sup>7</sup>	Rigid, Flexible, or Minimal	Fully and Partially Sealed
Abrasive Blast Cleaning	1A	Rigid or Flexible	Impermeable	Rigid or Flexible	Fully Sealed
Vacuum Blast Cleaning	4A <sup>6</sup>	Rigid or Flexible	Permeable	Minimal	Partially Sealed

<b>Table 1 (Continued) Containment Criteria for Removal of Paint Containing Lead and Other Toxic Metals<sup>1</sup></b>					
<b>Removal Method</b>	<b>SSPC Class<sup>2</sup></b>	<b>Containment Entryway</b>	<b>Ventilation System Required<sup>5</sup></b>	<b>Negative Pressure Required</b>	<b>Exhaust Filtration Required</b>
Hand Tool Cleaning	3P <sup>6</sup>	Overlapping or Open Seam	Natural	No	No
Power Tool Cleaning w/ Vacuum	3P <sup>6</sup>	Overlapping or Open Seam	Natural	No	No
Power Tool Cleaning w/o Vacuum	2P	Overlapping or Open Seam	Natural	No	No
Water Jetting Wet Ab Blast Water Cleaning <sup>7</sup>	2W-3W	Overlapping or Open Seam	Natural	No	No
Abrasive Blast Cleaning	1A	Airlock or Resealable	Mechanical	Yes	Yes
Vacuum Blast Cleaning	4A <sup>6</sup>	Open Seam	Natural	No	No



Notes:

<sup>1</sup>This table provides general design criteria only. It does not guarantee that specific controls over emissions will occur because unique site conditions must be considered in the design. Other combinations of materials may provide controls over emissions equivalent to or greater than those combinations shown above.

<sup>2</sup>The SSPC Classification is based on SSPC Guide 6. Note that for work over water, water booms or boats with skimmers must be employed, where feasible, to contain spills or releases. Debris must be removed daily at a minimum.

<sup>3</sup>Permeability addresses both air and water as appropriate. In the case of water removal methods, the containment materials must be resistant to water. Ground covers should always be impermeable, and of sufficient strength to withstand the impact and weight of the debris and the equipment used for collection and clean-up. Ground covers must also extend beyond the containment boundary to capture escaping debris.

<sup>4</sup> If debris escapes through the seams, then additional sealing of the seams and joints is required.

<sup>5</sup>When "Natural" is listed, ventilation is not required provided the emissions are controlled as specified in this Special Provision, and provided worker exposures are properly controlled. If unacceptable emissions or worker exposures to lead or other toxic metals occur, incorporate a ventilation system into the containment.

<sup>6</sup>Ground covers and wall tarpaulins may provide suitable controls over emissions without the need to completely enclose the work area.

<sup>7</sup>This method applies to water cleaning to remove surface contaminants, and water jetting (with and without abrasive) and wet abrasive blast cleaning where the goal is to remove paint. Although both permeable and impermeable containment materials are included, ground covers and the lower portions of the containment must be water impermeable with fully sealed joints, and of sufficient strength and integrity to facilitate the collection and holding of the water and debris for proper disposal. If water or debris, other than mist, escape through upper sidewalls or ceiling areas constructed of permeable materials, they shall be replaced with impermeable materials. Permeable materials for the purpose of this specification are defined as materials with openings measuring 25 mils (1 micron) or less in greatest dimension.

- A. Containment Components - The basic components that make up containment systems are defined below. The components are combined in Table 1 to establish the minimum containment system requirements for the method(s) of paint removal specified for the Contract.
1. Rigidity of Containment Materials - Rigid containment materials consist of solid panels of plywood, aluminum, rigid metal, plastic, fiberglass, composites, or similar materials. Flexible materials consist of screens, tarps, drapes, plastic sheeting, or similar materials. When directed by the Engineer, do not use flexible materials for horizontal surfaces directly over traffic lanes or vertical surfaces in close proximity to traffic lanes. If the Engineer allows the use of flexible materials, The Contractor shall take special precautions to completely secure the materials to prevent any interference with traffic.
  2. Permeability of Containment Materials - The containment materials are identified as air impenetrable if they are impervious to dust or wind such as provided by rigid panels, coated solid tarps, or plastic sheeting. Air penetrable materials are those that are formed or woven to allow air flow. Water impermeable materials are those that are capable of containing and controlling water when wet methods of preparation are used. Water permeable materials allow the water to pass through. Chemical resistant materials are those resistant to chemical and solvent stripping solutions. Use fire retardant materials in all cases.
  3. Support Structure - Rigid support structures consist of scaffolding and framing to which the containment materials are affixed to minimize movement of the containment cocoon. Flexible support structures are comprised of cables, chains, or similar systems to which the containment materials are affixed. Use fire retardant materials in all cases.
  4. Containment Joints - Fully sealed joints require that mating surfaces between the containment materials and to the structure being prepared are completely sealed. Sealing measures include tape, caulk, Velcro, clamps, or other similar material capable of forming a continuous, impenetrable or impermeable seal. When materials are overlapped, a minimum overlap of 8 in. (200 mm) is required.

5. Entryway - An airlock entryway involves a minimum of one stage that is fully sealed to the containment and which is maintained under negative pressure using the ventilation system of the containment. Resealable door entryways involve the use of flexible or rigid doors capable of being repeatedly opened and resealed. Sealing methods include the use of zippers, Velcro, clamps, or similar fasteners. Overlapping door tarpaulin entryways consist of two or three overlapping door tarpaulins.
6. Mechanical Ventilation - The requirement for mechanical ventilation is to ensure that adequate air movement is achieved to reduce worker exposure to toxic metals to as low as feasible according to OSHA regulations (e.g., 29 CFR 1926.62), and to enhance visibility. Design the system with proper exhaust ports or plenums, adequately sized ductwork, adequately sized discharge fans and air cleaning devices (dust collectors) and properly sized and distributed make-up air points to achieve a uniform air flow inside containment for visibility. The design target for airflow shall be a minimum of 100 ft. (30.5m) per minute cross-draft or 60 ft. (18.3 m) per minute downdraft. Increase these minimum airflow requirements if necessary to address worker lead exposures. Natural ventilation does not require the use of mechanical equipment for moving dust and debris through the work area.
7. Negative Pressure - When specified, achieve a minimum of 0.03 in. (7.5 mm) water column (W.C.) relative to ambient conditions, or confirm through visual assessments for the concave appearance of the containment enclosure.
8. Exhaust Ventilation - When mechanical ventilation systems are used, provide filtration of the exhaust air, to achieve a filtration efficiency of 99.9 percent at 0.02 mils (0.5 microns).

HAZARDOUS WASTE  
CONTINGENCY PLAN  
FOR  
LEAD BASED PAINT REMOVAL PROJECTS

Bridge No.: \_\_\_\_\_  
Location: \_\_\_\_\_  
USEPA Generator No.: \_\_\_\_\_  
IEPA Generator No.: \_\_\_\_\_

Note:

1. A copy of this plan must be kept at the bridge while the Contractor's employees are at the site.
2. A copy of the plan must be mailed to the police and fire departments and hospital identified herein.

Primary Emergency Coordinator

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Phone: (Work) \_\_\_\_\_  
(Home) \_\_\_\_\_

Alternate Emergency Coordinator

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Phone: (Work) \_\_\_\_\_  
(Home) \_\_\_\_\_

Emergency Response Agencies

POLICE:

- 1. State Police (if bridge not in city) Phone: \_\_\_\_\_  
District No. \_\_\_\_\_  
Address: \_\_\_\_\_
- 2. County Sheriff \_\_\_\_\_ Phone: \_\_\_\_\_  
County: \_\_\_\_\_  
Address: \_\_\_\_\_
- 3. City Police \_\_\_\_\_ Phone: \_\_\_\_\_  
District No. \_\_\_\_\_  
Address: \_\_\_\_\_

Arrangements made with police: (Describe arrangements or refusal by police to make arrangements):

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FIRE:

- 1. City \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 2. Fire District \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 3. Other \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Arrangements made with fire departments: (Describe arrangements or refusal by fire departments to make arrangements):

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

HOSPITAL:

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

Address: \_\_\_\_\_

Arrangements made with hospital: (Describe arrangements or refusal by hospital to make arrangements):

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

Properties of waste and hazard to health:

Places where employees working:

Location of Bridge:

Types of injuries or illness which could result:

Appropriate response to release of waste to the soil:

Appropriate response to release of waste to surface water:

Emergency Equipment at Bridge

Emergency Equipment List	Location of Equipment	Description of Equipment	Capability of Equipment
1. Two-way radio	Truck		Communication
2. Portable Fire Extinguisher	Truck		Extinguishes Fire
3. Absorbent Material	Truck		Absorbs Paint or Solvent Spills
4. Hand Shovel	Truck		Scooping Material
5. 55 Gallon (208 L) Drum	Truck		Storing Spilled Material
6. 5 Gallon (19 L) Pail	Truck		Storing Spilled Material

Emergency Procedure

1. Notify personnel at the bridge of the emergency and implement emergency procedure.
2. Identify the character, source, amount and extent of released materials.
3. Assess possible hazards to health or environment.
4. Contain the released waste or extinguish fire. Contact the fire department if appropriate.
5. If human health or the environment is threatened, contact appropriate police and fire department. In addition, the Emergency Services and Disaster Agency needs to be called using their 24-hour toll free number (800-782-7860) and the National Response Center using their 24-hour toll free number (800-824-8802).
6. Notify the Engineer that an emergency has occurred.
7. Store spilled material and soil contaminated by spill, if any, in a drum or pail. Mark and label the drum or pail for disposal.
8. Write a full account of the spill or fire incident including date, time, volume, material, and response taken.
9. Replenish stock of absorbent material or other equipment used in response.



## **DECK SLAB REPAIR**

Effective: May 15, 1995

Revised: October 15, 2011

This work shall consist of hot-mix asphalt surface removal, when required, the removal and disposal of all loose and deteriorated concrete from bridge deck and the replacement with new concrete to the original top of deck. The work shall be done according to the applicable requirements of Sections 501, 503 and 1020 of the Standard Specifications and this Special Provision.

Deck slab repairs will be classified as follows:

- (a) Partial-Depth. Partial-depth repairs shall consist of removing the loose and unsound deck concrete, disposing of the concrete removed and replacing with new concrete. The removal may be performed by chipping with power driven hand tools or by hydro-scarification equipment. The depth shall be measured from the top of the concrete deck surface, at least 3/4 in. (20 mm) but not more than 1/2 the concrete deck thickness.
- (b) Full-Depth. Full-depth repairs shall consist of removing concrete full-depth of the deck, disposing of the concrete removed, and replacing with new concrete to the original concrete deck surface. The removal may be performed with power driven hand tools, hydraulic impact equipment, or by hydro-scarification equipment. Full-depth repairs shall be classified for payment as Full-Depth, Type I and Full-Depth, Type II according to the following:

Type I Full-depth patches less than or equal to 5 sq. ft. (0.5 sq m) in area. The minimum dimensions for a patch shall be 1 ft. x 1 ft. (300 mm x 300 mm).

Type II Full-depth patches greater than 5 sq. ft. (0.5 sq. m) in area.

### Materials.

Materials shall be according to Article 1020.02.

Portland cement concrete for partial and full-depth repairs shall be according to Section 1020. Class PP-1, PP-2, PP-3, PP-4, PP-5 or BS concrete shall be used at the Contractor's option unless noted otherwise on the contract plans. For Class BS concrete, a CA 13, 14, or 16 shall be used. If the BS concrete mixture is used only for full depth repairs, a CA-11 may be used.

Equipment:

The equipment used shall be subject to the approval of the Engineer and shall meet the following requirements:

- (a) Surface Preparation Equipment. Surface preparation and concrete removal equipment shall be according to the applicable portions of Section 1100 and the following:
  - (1) Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.
  - (2) Blast Cleaning Equipment. The blast cleaning may be performed by wet sandblasting, high-pressure waterblasting, shotblasting or abrasive blasting. Blast cleaning equipment shall be capable of removing rust and old concrete from exposed reinforcement bars, and shall have oil traps.
  - (3) Power-Driven Hand Tools. Power-driven hand tools will be permitted including jackhammers lighter than the nominal 45 lb. (20 kg) class. Chipping hammers heavier than a nominal 15 lb. (6.8 kg) class shall not be used for removing concrete from below any reinforcing bar for partial depth repairs, or for removal within 1 ft (300 mm) of existing beams, girders or other supporting structural members that are to remain in service or within 1 ft (300 mm) of the boundaries of full-depth repairs. Jackhammers or chipping hammers shall not be operated at an angle in excess of 45 degrees measured from the surface of the slab.
  - (4) Hydraulic Impact Equipment. Hydraulic impact equipment with a maximum rated striking energy of 360 ft-lbs (270 J) may be permitted only in areas of full depth removal more than 1 ft (300 mm) away from existing beams, girders or other supporting structural members that are to remain in service or more than 1 ft (300 mm) from the boundaries of full-depth repairs.
  - (5) Hydro-Demolition Equipment. The hydro-demolition equipment shall consist of filtering and pumping units operating with a remote-controlled robotic device. The equipment shall use water according to Section 1002. The equipment shall be capable of being controlled to remove only unsound concrete.
- (b) Concrete Equipment: Equipment for proportioning and mixing the concrete shall be according to Article 1020.03.
- (c) Finishing Equipment: Finishing equipment shall be according to Article 1103.17. Adequate hand tools will be permitted for placing and consolidating concrete in the patch areas and for finishing small patches.

Construction Requirements: Sidewalks, curbs, drains, reinforcement and/or existing transverse and longitudinal joints which are to remain in place shall be protected from damage during removal and cleaning operations.

The Contractor shall control the runoff water generated by the various construction activities in such a manner as to minimize, to the maximum extent practicable, the discharge of untreated effluent into adjacent waters, and shall properly dispose of the solids generated according to Article 202.03. The Contractor shall submit a water management plan to the Engineer specifying the control measures to be used. The control measures shall be in place prior to the start of runoff water generating activities. Runoff water shall not be allowed to constitute a hazard to adjacent or underlying roadways, waterways, drainage areas or railroads nor be allowed to erode existing slopes.

(a) Hot-Mix Asphalt Surface Removal.

The hot-mix asphalt surface course and all waterproofing membrane shall be removed and disposed of according to applicable portions of Articles 440.04 and 440.06, except milling equipment will not be allowed if the deck is to receive a waterproofing membrane system. If the overlay or waterproofing membrane contains asbestos fibers, removal shall be in accordance with the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Hot-mix Asphalt Surface Removal". Removal of the hot-mix asphalt surface by the use of radiant or direct heat will not be permitted.

(b) Surface Preparation:

All loose, disintegrated and unsound concrete shall be removed from portions of the deck slab shown on the plans or as designated by the Engineer. The Engineer will determine the limits of removal as the work progresses.

The Contractor shall take care not to damage reinforcement bars or expansion joints which are to remain in place. Any damage to reinforcement bars or expansion joints shall be corrected at the Contractor's expense. All loose reinforcement bars, as determined by the Engineer, shall be retied at the Contractor's expense.

(1) Partial-Depth. Areas to be repaired will be determined and marked by the Engineer. A concrete saw shall be used to provide vertical edges approximately 3/4 in. (20 mm) deep around the perimeter of the area to be patched when a concrete overlay is not specified. Where high steel is present, the depth may be reduced as directed by the Engineer. A saw cut will not be required on those boundaries along the face of the curb, parapet or joint or when sharp vertical edges are provided by hydro-demolition.

The loose and unsound concrete shall be removed by chipping, with power driven hand tools or by hydro-demolition equipment. All exposed reinforcing bars and newly exposed concrete shall be thoroughly blast cleaned. Where, in the judgment of the Engineer, the bond between existing concrete and reinforcement steel within the patch area has been destroyed, the concrete adjacent to the bar shall be removed to a depth that will permit new concrete to bond to the entire periphery of the exposed bar. A minimum of 1 in. (25 mm) clearance will be required. The Engineer may require enlarging a designated removal area should inspection indicate deterioration beyond the limits previously designated. In this event, a new saw cut shall be made around the extended area before additional removal is begun. The removal area shall not be enlarged solely to correct debonded reinforcement or deficient lap lengths.

- (2) Full-Depth. Concrete shall be removed as determined by the Engineer within all areas designated for full-depth repair and in all designated areas of partial depth repair in which unsound concrete is found to extend below half the concrete deck thickness. Full depth removal shall be performed according to Article 501.05 except that hydraulic impact equipment may be permitted in areas of full depth removal more than 1 ft (300 mm) away from the edges of existing beams, girders or other supporting structural members or more than 1 ft (300 mm) from the boundaries of full-depth repairs. Saw cuts shall be made on the top of the deck, except those boundaries along the face of curbs, parapets and joints or where hydro-demolition provided sharp vertical edges. The top saw cut may be omitted if the deck is to receive an overlay.

Forms for full-depth repair may be supported by hangers with adjustable bolts or by blocking from the beams below. When approved by the Engineer, forms for Type 1 patches may be supported by No. 9 wires or other devices attached to the reinforcement bars.

All form work shall be removed after the curing sequence is complete and prior to opening to traffic.

- (3) Reinforcement Treatment. Care shall be exercised during concrete removal to protect the reinforcement bars and structural steel from damage. Any damage to the reinforcement bars or structural steel to remain in place shall be repaired or replaced. All existing reinforcement bars shall remain in place except as herein provided for corroded bars. Tying of loose bars will be required. Reinforcing bars which 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. An approved mechanical bar splice capable of developing in tension at least 125 percent of the yield strength of the existing bar shall be used when it is not feasible to provide the minimum bar lap. No welding of bars will be permitted.
- (4) Cleaning. Immediately after completion of the concrete removal and reinforcement repairs, the repair areas shall be cleaned of dust and debris. Once the initial cleaning is completed, the repair areas shall be thoroughly blast cleaned to a roughened appearance free from all foreign matter. Particular attention shall be given to removal of concrete fines. Any method of cleaning which does not consistently produce satisfactory results shall be discontinued and replaced by an acceptable method. All debris, including water, resulting from the blast cleaning shall be confined and shall be immediately and thoroughly removed from all areas of accumulation. If concrete placement does not follow immediately after the final cleaning, the area shall be carefully protected with well-anchored polyethylene sheeting.

Exposed reinforcement bars shall be free of dirt, detrimental scale, paint, oil, or other foreign substances which may reduce bond with the concrete. A tight non-scaling coating of rust is not considered objectionable. Loose, scaling rust shall be removed by rubbing with burlap, wire brushing, blast cleaning or other methods approved by the Engineer.

(c) Placement & Finishing of Concrete Repair:

(1) Bonding Method. The patch area shall be cleaned to the satisfaction of the Engineer and shall be thoroughly wetted and maintained in a dampened condition with water for at least 12 hours before placement of the concrete. Any excess water shall be removed by compressed air or by vacuuming prior to the beginning of concrete placement. Water shall not be applied to the patch surface within one hour before or at any time during placement of the concrete.

(2) Concrete Placement.

The concrete shall be placed and consolidated according to Article 503.07 and as herein specified. Article 1020.14 shall apply.

When an overlay system is not specified, the patches shall be finished according to Article 503.16 (a), followed by a light brooming.

(d) Curing and Protection.

Concrete patches shall be cured by the Wetted Burlap or Wetted Cotton Mat Method according to Article 1020.13 (a)(3) or Article 1020.13 (a)(5). The curing period shall be 3 days for Class PP-1, PP-2, PP-3, PP-4, and PP-5 concrete. The curing period shall be 7 days for Class BS concrete. In addition to Article 1020.13, when the air temperature is less than 55° F (13° C), the Contractor shall cover the patch according to Article 1020.13 (d)(1) with minimum R12 insulation. Insulation is optional when the air temperature is 55° F. - 90° F (13° C - 32° C). Insulation shall not be placed when the air temperature is greater than 90° F (32° C). A 72-hour minimum drying period shall be required before placing waterproofing or hot-mix asphalt surfacing.

(e) Opening to Traffic.

No traffic will be permitted on a patch until after the specified cure period, and the concrete has obtained a minimum compressive strength of 4000 psi (27.6 MPa) or flexural strength of 675 psi (4.65 MPa).

Construction equipment will be permitted on a patch during the cure period if the concrete has obtained the minimum required strength. In this instance, the strength specimens shall be cured with the patch.

Method of Measurement.

When specified, hot-mix asphalt surface removal and full or partial depth repairs will be measured for payment and computed in square yards (square meters).

Basis of Payment.

The hot-mix asphalt surface removal will be paid for at the contract unit price per square yard (square meter) for HOT-MIX ASPHALT SURFACE REMOVAL (DECK). Areas removed and replaced up to and including a depth of half the concrete deck thickness will be paid for at the contract unit price per square yard (square meter) for DECK SLAB REPAIR (PARTIAL). Areas requiring removal greater than a depth of half the concrete deck thickness shall be removed and replaced full depth and will be paid for at the contract unit price per square yard (square meter) for DECK SLAB REPAIR (FULL DEPTH, TYPE I) and/or DECK SLAB REPAIR (FULL DEPTH, TYPE II).

When corroded reinforcement bars are encountered in the performance of this work and replacement is required, the Contractor will be paid according to Article 109.04.

No payment will be allowed for removal and replacement of reinforcement bars damaged by the Contractor in the performance of his/her work or for any increases in dimensions needed to provide splices for these replacement bars.

Removal and disposal of asbestos waterproofing and/or asbestos bituminous concrete will be paid for as specified in the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Hot-Mix Asphalt Surface Removal".

**TEMPORARY SOIL RETENTION SYSTEM**

Effective: December 30, 2002

Revised: May 11, 2009

Description. This work shall consist of designing, furnishing, installing, adjusting for stage construction when required and subsequent removal of the temporary soil retention system according to the dimensions and details shown on the plans and in the approved design submittal.

General. The temporary soil retention system shall be designed by the Contractor as a minimum, to retain the exposed surface area specified in the plans or as directed by the Engineer.

The design calculations and details for the temporary soil retention system proposed by the Contractor shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

Construction. The Contractor shall verify locations of all underground utilities before installing any of the soil retention system components or commencing any excavation. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The soil retention system shall be installed according to the Contractor's approved design, or as directed by the Engineer, prior to commencing any related excavation. If unable to install the temporary soil retention system as specified in the approved design, the Contractor shall have the adequacy of the design re-evaluated. Any reevaluation shall be submitted to the Engineer for approval prior to commencing the excavation adjacent to the area in question. The Contractor shall not excavate below the maximum excavation line shown in the approved design without the prior permission of the Engineer. The temporary soil retention system shall remain in place until the Engineer determines it is no longer required.

The temporary soil retention system shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the temporary soil retention system leaving the remainder in place. The remaining temporary soil retention system shall be removed to a depth which will not interfere with the new construction, and as a minimum, to a depth of 12 in. (300 mm) below the finished grade, or as directed by the Engineer. Removed system components shall become the property of the Contractor.

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

Method of Measurement. The temporary soil retention system furnished and installed according to the Contractor's approved design or as directed by the Engineer will be measured for payment in place, in square feet (square meters). The area measured shall be the vertical exposed surface area envelope of the excavation supported by temporary soil retention system. Portions of the temporary soil retention system left in place for reuse in later stages of construction shall only be measured for payment once.

Any temporary soil retention system installed beyond those dimensions shown on the contract plans or the approved contractor's design without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's own expense.

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

Payment for any excavation, related solely to the installation and removal of the temporary soil retention system and/or its components, shall not be paid for separately but shall be included in the unit bid price for TEMPORARY SOIL RETENTION SYSTEM. Other excavation, performed in conjunction with this work, will not be included in this item but shall be paid for as specified elsewhere in this contract.

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

## **PIPE UNDERDRAINS FOR STRUCTURES**

Effective: May 17, 2000

Revised: January 22, 2010

Description. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

Construction Requirements. All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

Method of Measurement. Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.



**STRUCTURAL REPAIR OF CONCRETE**

Effective: March 15, 2006

Revised: August 29, 2014

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 Concrete (Note 2)	
(c) Normal Weight Concrete (Notes 3 and 4)	
(d) Shotcrete (High Performance) (Notes 5 and 6)	
(e) Reinforcement Bars .....	1006.10
(f) Anchor Bolts .....	1006.09
(g) Water .....	1002
(h) Curing Compound .....	1022.01
(i) Cotton Mats .....	1022.02
(j) Protective Coat .....	1023.01
(k) Epoxy (Note 7) .....	1025
(l) Mechanical Bar Splicers .....	508.06(c)

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 a cement factor reduction according to Article 1020.05(b)(8) is prohibited. A self-consolidating concrete mixture is also acceptable per Article 1020.04, except the mix design requirements of this note regarding the cement factor, coarse aggregate, strength, and cement factor reduction shall apply.

Note 2. The R1 or R2 concrete shall be from the Department’s approved list of Packaged, Dry, Rapid Hardening, Cementitious Materials for Concrete Repairs. The R1 or R2 concrete 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, and a retarder may be required to allow time to perform the required field tests. The admixtures shall be per the manufacturer’s recommendation, and the Department’s approved list of Concrete Admixtures shall not apply.

Note 3. The “high slump” 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. The cement factor shall be 6.65 cwt/cu yd (395 kg/cu m) minimum to 7.05 cwt/cu yd (418 kg/cu m) maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The “high slump” packaged concrete mixture shall have a water soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the “high slump” packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department. 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. The admixture shall be per the manufacturer’s recommendation, and the Department’s approved list of Concrete Admixtures shall not apply. A maximum slump of 10 in. (250 mm) may be permitted if no segregation is observed by the Engineer in a laboratory or field evaluation.

Note 4 The “self-consolidating concrete” 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. The cement factor shall be 6.65 cwt/cu yd (395 kg/cu m) minimum to 7.05 cwt/cu yd (418 kg/cu m) maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The “self-consolidating concrete” packaged concrete mixture shall have a water soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the “self-consolidating concrete” packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department. The concrete mixture should be uniformly graded, and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used. 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. The admixtures used to produce self-consolidating concrete shall be per the manufacturer’s recommendation, and the Department’s approved list of Concrete Admixtures shall not apply. The packaged concrete mixture shall meet the following self-consolidating requirements:

- The slump flow range shall be 22 in. (560 mm) minimum to 28 in. (710 mm) maximum and tested according to Illinois Test Procedure SCC-2.

- The visual stability index shall be a maximum of 1 and tested according to Illinois Test Procedure SCC-2.
- The J-Ring value shall be a maximum of 2 in. (50 mm) and tested according to Illinois Test Procedure SCC-3. The L-Box blocking ratio shall be a minimum of 80 percent and tested according to Illinois Test Procedure SCC-4. The Manufacturer has the option to select either the J-Ring or L-Box test.
- The hardened visual stability index shall be a maximum of 1 and tested according to Illinois Test Procedure SCC-6.

Note 5. Packaged shotcrete that includes aggregate shall be from the Department's approved list of Packaged High Performance Shotcrete, and independent laboratory test results showing the product meets Department specifications will be required. The product shall be a packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method according to ASTM C 1480. A non-chloride accelerator may be used according to the shotcrete manufacturer's recommendations. The shotcrete shall be Type FA or CA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

The packaged shotcrete shall have a water soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the hardened shotcrete shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department.

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

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

The packaged shotcrete shall be limited to the following proportions:

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

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

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

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

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

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

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

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

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

Note 6 Packaged shotcrete that does not include pre-blended aggregate shall be from the Department's approved list of Packaged High Performance Shotcrete, and independent laboratory test results showing the product meets Department specifications will be required. The shotcrete shall be according to Note 5, except the added aggregate shall be according to Articles 1003.02 and 1004.02 in addition to each individual aggregate meeting the maximum expansion requirements of Note 5. The aggregate gradation shall be according to the manufacturer. The shotcrete shall be batched and mixed with added aggregate according to the manufacturer.

Note 7. In addition ASTM C 881, Type IV, Grade 2 or 3, Class A, B, or C may be used.

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. 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.
- (d) Rule 4. Shotcrete shall not be used for any repair greater than 6 in. (150 mm) in depth, except in horizontal applications, where the shotcrete may be placed from above in one lift.
- (e) Rule 5. Shotcrete shall not be used for column repairs greater than 4 in. (100 mm) in depth, unless the shotcrete mixture contains 3/8 in. (9.5 mm) aggregate.

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

Concrete Removal. The Contractor shall provide ladders or other appropriate equipment for the Engineer to mark the removal areas. Repair configurations will be kept simple, and squared corners will be preferred. The repair perimeter shall be sawed a depth of 1/2 in. (13 mm) or less, as required to avoid cutting the reinforcement. Any cut reinforcement shall be repaired or replaced at the expense of the Contractor. If the concrete is broken or removed beyond the limits of the initial saw cut, the new repair perimeter shall be recut. The areas to be repaired shall have all loose, unsound concrete removed completely by the use of chipping hammers, hydrodemolition equipment, or other methods approved by the Engineer. The concrete removal shall extend along the reinforcement bar until the reinforcement is free of bond inhibiting corrosion. Reinforcement bar with 50 percent or more exposed shall be undercut to a depth of 3/4 in. (19 mm) or the diameter of the reinforcement bar, whichever is greater.

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

The repair depth shall be a minimum of 1 in. (25 mm). The substrate profile shall be  $\pm 1/16$  in. ( $\pm 1.5$  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 sawcut face is roughened by blast cleaning. Just prior to concrete or shotcrete placement, saturate the repair area with water to a saturated surface-dry condition. Any standing water shall be removed.

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

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

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

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

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

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

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

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

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

Curing shall be done according to Article 1020.13.

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

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

- (b) Shotcrete. Shotcrete shall be tested by the Engineer for air content according to Illinois Modified AASHTO T 152. The sample shall be obtained from the discharge end of the nozzle by shooting a pile large enough to scoop a representative amount for filling the air meter measuring bowl. Shotcrete shall not be shot directly into the measuring bowl for testing.

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

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

For air temperature limits when applying shotcrete in cold weather, the first paragraph of Article 1020.14(b) shall apply. For hot weather, shotcrete shall not be applied when the air temperature is greater than 90°F (32°C). The applied shotcrete shall have a minimum temperature of 50°F (10°C) and a maximum temperature of 90°F (32°C). The shotcrete shall not be applied during periods of rain unless protective covers or enclosures are installed. The shotcrete shall not be applied when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40°F (4°C). If necessary, lighting shall be provided to provide a clear view of the shooting area.

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



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

Whenever possible, shotcrete shall be applied to the full thickness in a single layer. The maximum thickness shall be according to Rules 4 and 5 under Construction Requirements, General. 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. A manufacturer approved finishing aid may be used. Water shall not be used as a finishing aid. All repaired members shall be restored as close as practicable to their original dimensions.

Contractor operations for curing shall be continuous with shotcrete placement and finishing operations. Curing shall be accomplished using wetted cotton mats, membrane curing, or a combination of both. Cotton mats shall be applied according to Article 1020.13(a)(5) except the exposed layer of shotcrete shall be covered within 10 minutes after finishing, and wet curing shall begin immediately. Curing compound shall be applied according to Article 1020.13(a)(4), except the curing compound shall be applied as soon as the shotcrete has hardened sufficiently to prevent marring the surface, and each of the two separate applications shall be applied in opposite directions to ensure coverage. The curing compound shall be according to Article 1022.01. Note 5 of the Index Table in Article 1020.13 shall apply to the membrane curing method.

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 acceptable tolerance for conformance of a repaired area shall be within 1/4 in. (6 mm) of the original dimensions. A repaired area not in dimensional conformance or with delaminations shall be removed and replaced.

A repaired area with cracks or voids shall be considered as nonconforming. Exceeding one or more of the following crack and void criteria shall be cause for removal and replacement of a repaired area.

1. The presence of a single surface crack greater than 0.01 in. (0.25 mm) in width and greater than 12 in. (300 mm) in length.
2. The presence of two or more surface cracks greater than 0.01 in. (0.25 mm) in width that total greater than 24 in. (600 mm) in length.
3. The presence of map cracking in one or more regions totaling 15 percent or more of the gross surface area of the repair.
4. The presence of two or more surface voids with least dimension 3/4 in. (19 mm) each.

A repaired area with cracks or voids that do not exceed any of the above criteria may remain in place, as determined by the Engineer.

If a nonconforming repair is allowed to remain in place, cracks greater than 0.007 in. (0.2 mm) in width shall be repaired with epoxy according to Section 590. For cracks less than or equal to 0.007 in. (0.2 mm) in width, the epoxy may be applied to the surface of the crack. Voids shall be repaired according to Article 503.15.

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

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

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

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

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

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

## **SLIPFORM PARAPET**

Effective: June 1, 2007

Revised: December 29, 2014

The following shall be added to the end of Article 503.16(b) of the Standard Specifications.

- (3) Slipforming parapets. Unless otherwise prohibited herein or on the plans, at the option of the Contractor, concrete parapets on bridge decks may be constructed by slipforming in lieu of the conventional forming methods. Slipforming will not be permitted for curved parapets on a radius of 1500ft (457 m) or less.

The slipform machine shall be self-propelled and have automatic horizontal and vertical grade control. For 34 inch (864 mm) tall parapets the machine shall be equipped with a minimum of four (4) vibrators. For 42 inch (1.067 m) tall parapets the machine shall be equipped with a minimum of five (5) vibrators. The equipment shall be approved by the Engineer before use.

If the Contractor wishes to use the slipform parapet option for 42 inch (1.067 m) tall parapets he/she shall construct a test section in a temporary location to demonstrate his/her ability to construct the parapets without defect. The test section shall be constructed under similar anticipated weather conditions, using the same means and methods, equipment, operator, concrete plant, concrete mix design, and slump as proposed for the permanent slipform parapets.

The test section shall be at least 50 feet (15 meters) in length and shall be of the same cross section shown on the plans. The contractor shall place all of the reinforcement embedded in the parapet shown on the plans. Upon completion of the test section, the Contractor shall saw cut the test section into 2 foot (600 mm) segments and separate the segments for inspection by the Engineer.

The test section shall demonstrate to the satisfaction of the Engineer that the Contractor can slipform the parapets on this project without defects. The acceptance of the test section does not constitute acceptance of the slipform parapets in place.

The concrete mix design may combine two or more coarse aggregate sizes, consisting of CA-7, CA-11, CA-13, CA-14, and CA-16, provided a CA-7 or CA-11 is included in the blend in a proportion approved by the Engineer.

The slipform machine speed shall not exceed 3 ft (0.9 m) per minute. Any section of parapet placed with the slipform machine moving in excess of the maximum allowed speed will be rejected. Any time the speed of the machine drops below 0.5 ft (150 mm) per minute will be considered a stoppage of the slipforming operation, portions of parapet placed with three or more intermittent stoppages within any 15 ft (4.6 m) length will be rejected. The contractor shall schedule concrete delivery to maintain a uniform delivery rate of concrete into the slipform machine. If delivery of concrete from the truck into the slipforming machine is interrupted by more than 15 minutes, the portion of the wall within the limits of the slipform machine will be rejected. Any portion of the parapet where the slipforming operation is interrupted or stopped within the 15 minute window may be subject to coring to verify acceptance.

If the Contractor elects to slipform, the parapet cross-sectional area and reinforcement bar clearances shall be revised according to the details for the Concrete Parapet Slipforming Option. In addition, if embedded conduit(s) are detailed, then the contractor shall utilize the alternate reinforcement as detailed.

The use of cast-in-place anchorage devices for attaching appurtenances and/or railings to the parapets will not be allowed in conjunction with slipforming of parapets. Alternate means for making these attachments shall be as detailed on the plans or as approved by the Engineer.

All reinforcement bar intersections within the parapet cross section shall be 100 percent tied utilizing saddle ties, wrap and saddle ties or figure eight ties to maintain rigidity during concrete placement. At pre-planned sawcut joints in the parapet, Glass Fiber Reinforced Polymer (GFRP) reinforcement shall be used to maintain the rigidity of the reinforcement cage across the proposed joints as detailed for the Concrete Parapet Slipforming Option.

Glass Fiber Reinforced Polymer (GFRP) reinforcement shall be subject to approval by the Engineer. Other non-ferrous reinforcement may be proposed for use but shall be subject to approval by the Engineer. GFRP reinforcement shall be tied the same as stated in the previous paragraph.

The Contractor may propose supplemental reinforcement for stiffening to prevent movement of the reinforcement cage and/or for conduit support subject to approval by the Engineer.

Clearances for these bars shall be the same as shown for the required bars and these bars shall be epoxy coated. If the additional reinforcement is used, it shall be at no additional cost to the Department.

For projects with plan details specifying parapet joints spaced greater than 20 ft (6 m) apart, additional sawcut joints, spaced between 10 ft (3 m) and 20 ft (6 m), shall be placed as directed by the Engineer. The horizontal reinforcement extending through the proposed joints shall be precut to provide a minimum of 4 in. (100 mm) gap, centered over the joint, between rebar ends. The ends of the reinforcement shall be repaired according to Article 508.05.

After the slipform machine has been set to proper grade and prior to concrete placement, the clearance between the slipform machine inside faces and reinforcement bars shall be checked during a dry run by the Contractor in the presence of the Engineer. The dry run shall not begin until the entire reinforcing cage has been tied and the Engineer has verified and approved the placement and tying of the reinforcing bars. Any reinforcement bars found to be out of place by more than ½ in. (13 mm), or any dimensions between bars differing from the plans by more than ½ in. (13 mm) shall be re-tied to the plan dimensions.

During the dry run and in the presence of the Engineer, the Contractor shall check the clearance of the reinforcement bars from the inside faces of the slipform mold. In all locations, the Contractor shall ensure the reinforcement bars have the minimum cover distance shown on the plans. This dry run check shall be made for the full distance that is anticipated to be placed in the subsequent pour. Reinforcement bars found to have less than the minimum clearance shall be adjusted and the dry run will be performed again, at least in any locations that have been readjusted.

For parapets adjacent to the watertable, the contractor shall, for the duration of the construction and curing of the parapet, provide and maintain an inspection platform along the back face of the parapet. The inspection platform shall be rigidly attached to the bridge superstructure and be of such design to allow ready movement of inspection personnel along the entire length of the bridge.

The aluminum cracker plates as detailed in the plans shall be securely tied in place and shall be coated or otherwise treated to minimize their potential reaction with wet concrete. In lieu of chamfer strips at horizontal and vertical edges, radii may be used. Prior to slipforming, the Contractor shall verify proper operation of the vibrators using a mechanical measuring device subject to approval by the Engineer.

The top portion of the joint shall be sawcut as shown in the details for the Concrete Parapet Slipforming Option. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling. All joints shall be sawed to the full thickness before uncontrolled shrinkage cracking takes place but no later than 8 hours after concrete placement. The sawcut shall be approximately 3/8 in. (10 mm) wide and shall be performed with a power circular concrete saw. The joints shall be sealed with an approved polyurethane sealant, conforming to ASTM C 920, Type S, Grade NS, Class 25, Use T, to a minimum depth of 1/2 in. (12 mm), with surface preparation and installation according to the manufacturer's written instructions. Cork, hemp or other compressible material may be used as a backer. The sawcut will not require chamfered edges.

Ends of the parapet shall be formed and the forms securely braced. When slipforming of parapets with cross sectional discontinuities such as light standards, junction boxes or other embedded appurtenances except for name plates, is allowed, the parapet shall be formed for a minimum distance of 4 ft (1.2 m) on each side of the discontinuity.

For acceptance and rejection purposes a parapet section shall be defined as the length of parapet between adjacent vertical parapet joints.

The maximum variance of actual to proposed longitudinal alignment shall not exceed  $\pm 3/4$  in. (20 mm) with no more than 1/4 inch in 10 ft (6 mm in 3 m). Notwithstanding this tolerance, abrupt variance in actual alignment of 1/2 inch in 10 ft (13 mm in 3 m) will be cause for rejection of the parapet section.

In addition, all surfaces shall be checked with a 10 ft (3 m) straight edge furnished and used by the Contractor as the concrete is extruded from the slipform mold. Continued variations in the barrier surface exceeding 1/4 inch in 10 ft (6 mm in 3 m) will not be permitted and remedial action shall immediately be taken to correct the problem.

The use of equipment or methods which result in dimensions outside the tolerance limits shall be discontinued. Parapet sections having dimensions outside the tolerance limits will be rejected.

Any visible indication that less than specified cover of concrete over the reinforcing bars has been obtained, or of any cracking, tearing or honeycombing of the plastic concrete, or any location showing diagonal or horizontal cracking will be cause for rejection of the parapet section in which they are found.

The vertical surfaces at the base of the barrier within 3 in. (75 mm) of the deck surface shall be trowelled true after passage of the slipform machine. Hand finishing of minor sporadic surface defects may be allowed at the discretion of the Engineer. All surfaces of the parapet except the top shall receive a final vertical broom finish. Any deformations or bulges remaining after the initial set shall be removed by grinding after the concrete has hardened.

Slipformed parapets shall be cured according to either Article 1020.13(a)(3) or Article 1020.13(a)(5). For either method, the concrete surface shall be covered within 30 minutes after it has been finished. The cotton mats or burlap covering shall be held in place with brackets or other method approved by the Engineer. The Contractor shall have the option to substitute linseed oil emulsion for protective coat and delay the start of wet curing during the period from April 16 through October 31. The linseed oil emulsion shall be applied according to Articles 1020.13 Notes-General 8/ and 1020.13(a)(4). The delay for wet curing shall not exceed 3 hours after application of the linseed oil emulsion.

A maximum of three random 4 in. (100 mm) diameter cores per 100 ft (30 m) of parapet shall be taken as directed by the Engineer, but no less than three random cores shall be taken for each parapet pour. At least 2 cores shall be located to intercept the top horizontal bar. Unless otherwise directed by the Engineer, coring shall be accomplished within 48 hours following each parapet pour. Separate parapets poured on the same date shall be considered separate pours. Random cores will not be measured for payment.

The Engineer will mark additional locations for cores where, in the sole opinion of the Engineer, the quality of the slipformed parapet is suspect.

The Engineer or his representative will be responsible for evaluation the cores. Any cores showing voids of any size adjacent to the reinforcement bars, or showing voids not adjacent to reinforcement bars of 1/4 square inch (160 square millimeters) in area or more, or showing signs of segregation, or showing signs of cracking shall be considered failures and the parapet section from which it was taken will be rejected. Parapets with less than 1 1/2 inches of concrete cover over the reinforcement shall be rejected.

Rejected parapet sections shall be removed and replaced for the full depth cross-section of the parapet except that concrete covers between 1 inch and 1½ inches may be open to remedial action subject to the approval of the Engineer. Such action could entail up to and including removal and replacement.

The minimum length of parapet removed and replaced shall be 3 ft (1 m). Additional cores may be required to determine the longitudinal extent of removal and replacement if it can not be determined and agreed upon by other means (i.e. visual, sounding, non-destructive testing, etc.).

Any parapet section with more than one half of its length rejected or with remaining segments less than 10 ft (3 m) in length shall be removed and replaced in its entirety.

If reinforcement bars are damaged during the removal and replacement, additional removal and replacement shall be done, as necessary, to ensure minimum splice length of replacement bars. Any damage to epoxy coating of bars shall be repaired according to Article 508.05.

All core holes will be filled with a non-shrink grout meeting the requirements of Section 1024.

Basis of Payment. When the contractor, at his/her option, constructs the parapet using slipforming methods, no adjustment in the quantities for Concrete Superstructures and Reinforcement Bars, Epoxy Coated to accommodate this option will be allowed. Compensation under the contract bid items for Concrete Superstructures and Reinforcement Bars, Epoxy Coated shall cover the cost of all work required for the construction of the parapet and any test section(s) required, and for any additional costs of work or materials associated with slipforming methods.

**GRANULAR BACKFILL FOR STRUCTURES**

Effective: April 19, 2012

Revised: October 30, 2012

Revise Section 586 of the Standard Specifications to read:

**SECTION 586. GRANULAR BACKFILL FOR STRUCTURES**

**586.01 Description.** This work shall consist of furnishing, transporting and placing granular backfill for abutment structures.

**586.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Fine Aggregate.....	1003.04
(b) Coarse Aggregates .....	1004.05

**CONSTRUCTION REQUIREMENTS**

**586.03 General.** This work shall be done according to Article 502.10 except as modified below. The backfill volume shall be backfilled, with granular material as specified in Article 586.02, to the required elevation as shown in the contract plans. The backfill volume shall be placed in convenient lifts for the full width to be backfilled. Unless otherwise specified in the contract plans, mechanical compaction will not be required. A deposit of gravel or crushed stone placed behind drain holes shall not be required. All drains not covered by geocomposite wall drains or other devices to prevent loss of backfill material shall be covered by sufficient filter fabric material meeting the requirements of Section 1080 and Section 282 with either 6 or 8 oz/sq yd (200 or 270 g/sq m) material allowed, with free edges overlapping the drain hole by at least 12 in. (300 mm) in all directions.

The granular backfill shall be brought to the finished grade as shown in the contract plans. When concrete is to be cast on top of the granular backfill, the Contractor, subject to approval of the Engineer, may prepare the top surface of the fill to receive the concrete as he/she deems necessary for satisfactory placement at no additional cost to the Department.



**586.04 Method of Measurement.** This work will be measured for payment as follows.

- (a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a).
- (b) Measured Quantities. This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be determined by the method of average end areas behind the abutment.

**586.05 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for GRANULAR BACKFILL FOR STRUCTURES.

## **BRIDGE DECK CONSTRUCTION**

Effective: October 22, 2013

Revised: April 18, 2014

**Revise the Second Paragraph of Article 503.06(b) to read as follows.**

“When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows.”

**Revise Article 503.06(b)(1) to read as follows.**

- “(1) Bracket Placement. The spacing of brackets shall be per the manufacturer’s published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder.”

**Revise Article 503.06(b)(2) to read as follows.**

- “(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer.”

**Revise Article 503.06(b)(3) to read as follows.**

“(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder.”

**Delete the last paragraph of Article 503.06(b).**

**Revise the third paragraph of Article 503.16 to read as follows.**

“Fogging equipment shall be in operation unless the evaporation rate is less than 0.1 lb/sq ft/hour (0.5kg/sq m/hour) and the Engineer gives permission to stop. The evaporation rate shall be determined according to the following formula.

$$E = (T_c^{2.5} - rT_a^{2.5})(1 + 0.4V) \times 10^{-6} \text{ (English)}$$

$$E = 5[(T_c + 18)^{2.5} - r(T_a + 18)^{2.5}](V + 4) \times 10^{-6} \text{ (Metric)}$$

Where:

$E$  = Evaporation Rate, lb/ft<sup>2</sup>/h (kg/sq m/h)

$T_c$  = Concrete Temperature, °F (°C)

$T_a$  = Air Temperature, °F (°C)

$r$  = Relative Humidity in percent/100

$V$  = Wind Velocity, mph (km/h)

The Contractor shall provide temperature, relative humidity, and wind speed measuring equipment. Fogging equipment shall be adequate to reach or cover the entire pour from behind the finishing machine or vibrating screed to the point of curing covering application, and shall be operated in a manner which shall not accumulate water on the deck until the curing covering has been placed.”

**Revise the third paragraph of Article 503.16(a)(1) to read as follows.**

“At the Contractor’s option, a vibrating screed may be used in lieu of a finishing machine for superstructures with a pour width less than or equal to 24 ft (7.3 m). After the concrete is placed and consolidated, it shall be struck off with a vibrating screed allowing for camber, if required. The vibrating screed shall be of a type approved by the Engineer. A slight excess of concrete shall be kept in front of the cutting edge at all times during the striking off operation. After screeding, the entire surface shall be finished with hand-operated longitudinal floats having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. Decks so finished need not be straightedge tested as specified in 503.16(a)(2).”

**Delete the fifth paragraph of 503.16(a)(1).**

**Revise Article 503.16(a)(2) to read as follows.**

“(2) Straightedge Testing and Surface Correction. After the finishing has been completed and while the concrete is still plastic, the surface shall be tested for trueness with a 10 ft (3 m) straightedge, or a hand-operated longitudinal float having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. The Contractor shall furnish and use an accurate 10 ft (3 m) straightedge or float which has a handle not less than 3 ft (1 m) longer than 1/2 the pour width. The straightedge or float shall be held in contact with the surface and passed gradually from one side of the superstructure to the other. Advance along the surface shall be in successive stages of not more than 1/2 the length of the straightedge or float. Any depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished.”

**Replace the second sentence of the first paragraph of Article 1020.13(a)(5) with the following sentences.**

“Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 inch (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing.”

**Revise Article 1020.14(b) to read as follows.**

“(b) Concrete in Structures. Concrete may be placed when the air temperature is above 40 °F (4 °C) and rising, and concrete placement shall stop when the falling temperature reaches 45 °F (7 °C) or below, unless otherwise approved by the Engineer.

(1) Bridge Deck Concrete. For concrete in bridge decks, slabs, and bridge approach slabs the Contractor shall schedule placing and finishing of the concrete during hours in which the ambient air temperature is forecast to be lower than 85 °F (30 °C). It shall be understood this may require scheduling the deck pour at night in order to utilize the temperature window available. The temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 85 °F (30 °C).

(2) Non-Bridge Deck Concrete. Except as noted above, the temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C).

If concrete is pumped, the temperature restrictions above shall be considered at point of placement. When insulated forms are used according to Article 1020.13(d)(1), the maximum temperature of the concrete mixture immediately before placement shall be 80 °F (25 °C). When concrete is placed in contact with previously placed concrete, the temperature of the freshly mixed concrete may be increased by the Contractor to offset anticipated heat loss, but in no case shall the maximum concrete temperature be permitted to exceed the limits stated in this Article.”

**Revise Article 1103.13(a) to read as follows.**

“(a) Bridge Deck. The finishing machine shall be equipped with: (1) a mechanical strike off device; (2) either a rotating cylinder(s) or a longitudinal oscillating screed which transversely finishes the surface of the concrete. The Contractor may attach other equipment to the finishing machine to enhance the final finish when approved by the Engineer. The finishing machine shall produce a deck surface of uniform texture, free from porous areas, and with the required surface smoothness.

The finishing machine shall be operated on rails or other supports that will not deflect under the applied loads. The maximum length of rail segments supported on top of beams and within the pour shall be 10 ft (3 m). The supports shall be adjustable for elevation and shall be completely in place to allow the finishing machine to be used for the full length of the area to be finished. The supports shall be approved by the Engineer before placing of the concrete is started.”

**Revise Article 1103.17(k) to read as follows.**

“(k) Fogging Equipment. Fogging equipment shall be hand held fogging equipment for humidity control. The equipment shall be capable of atomizing water to produce a fog blanket by the use of pressure 2500 psi minimum (17.24 MPa) and an industrial fire hose fogging nozzle or equivalent. Fogging equipment attached to the finishing machine will not be permitted.”

**FABRIC REINFORCED ELASTOMERIC**

Effective: August 29, 2014

Revise the second paragraph of Article 1028.01 of the Standard Specifications to read:

“The elastomer compound shall be either Polychloroprene according to Table X1 of AASHTO M 251 having a minimum Hardness (Durometer) of 50 or Ethylene Propylene Diene Monomer (EPDM) according to Article 1052.02. The composite of the fabric and elastomer compound shall have a minimum tensile strength of 700 x 700 lb./in. (122.6 x 122.6 N/mm) according to ASTM D 378. The minimum elongation at ultimate tensile strength shall be 30 percent according to ASTM D 412.”

**COARSE AGGREGATE QUALITY (BDE)**

Effective: July 1, 2015

Revise Article 1004.01(b) of the Standard Specifications to read:

“(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY				
QUALITY TEST	CLASS			
	A	B	C	D
Na <sub>2</sub> SO <sub>4</sub> Soundness 5 Cycle, ITP 104 <sup>1/</sup> , % Loss max.	15	15	20	25 <sup>2/</sup>
Los Angeles Abrasion, ITP 96 <sup>11/</sup> , % Loss max.	40 <sup>3/</sup>	40 <sup>4/</sup>	40 <sup>5/</sup>	45
Minus No. 200 (75 µm) Sieve Material, ITP 11	1.0 <sup>6/</sup>	---	2.5 <sup>7/</sup>	---
Deleterious Materials <sup>10/</sup>				
Shale, % max.	1.0	2.0	4.0 <sup>8/</sup>	---
Clay Lumps, % max.	0.25	0.5	0.5 <sup>8/</sup>	---
Coal & Lignite, % max.	0.25	---	---	---
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 <sup>8/</sup>	---
Other Deleterious, % max.	4.0 <sup>9/</sup>	2.0	2.0 <sup>8/</sup>	---
Total Deleterious, % max.	5.0	6.0	10.0 <sup>8/</sup>	---
Oil-Stained Aggregate <sup>10/</sup> , % max	5.0	---	---	

1/ Does not apply to crushed concrete.

2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.

3/ For portland cement concrete, the maximum percent loss shall be 45.

4/ Does not apply to crushed slag or crushed steel slag.

5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.

6/ For crushed aggregate, if the material finer than the No. 200 (75 µm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

7/ Does not apply to aggregates for HMA binder mixtures.

- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete.”

**COATED GALVANIZED STEEL CONDUIT (BDE)**

Effective: January 1, 2013

Revised: January 1, 2015

Revise Article 811.03(b) of the Standard Specifications to read:

“(b) Coated Galvanized Steel Conduit. In addition to the methods described in Article 810.05(a) the following methods shall be observed when installing coated conduit.

Coated conduit pipe vise jaw adapters shall be used when the conduit is being clamped to avoid damaging the coating.

Coated conduit shall be cut with a roller cutter or by other means approved by the conduit manufacturer.

After any cutting or threading operations are completed, the bare steel shall be touched up with the conduit manufacturer’s touch up compound.”

**COILABLE NONMETALLIC CONDUIT (BDE)**

Effective: August 1, 2014

Revised: January 1, 2015

Revise Article 1088.01(c) of the Standard Specifications to read:

“(c) Coilable Nonmetallic Conduit. The conduit shall be a high density polyethylene duct which is intended for underground use can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties or performance. The conduit and its manufacture shall be according to UL 651A for Schedule 40 conduit, except Schedule 80 shall be used under pavement, stabilized shoulder, paved median, paved driveway, curb and/or gutter and sidewalk.

Performance Tests. Testing procedures and test results shall meet the requirements of UL 651A. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the conduit.”

**CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)**

Effective: April 1, 2014

Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant ..... 1050.04”

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

“Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant.”

Add the following to Section 1050 of the Standard Specifications:

“**1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T (T<sub>1</sub> or T<sub>2</sub>), according to ASTM C 920.”

**CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

- 1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.
- 2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.



Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

#### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

#### **CONTRACT CLAIMS (BDE)**

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

“(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted.”

Revise Article 109.09(e) of the Standard Specifications to read:

“(e) Procedure. The Department provides two administrative levels for claims review.

- Level I Engineer of Construction
- Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction’s judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor’s right to seek relief in the Court of Claims. The Director’s written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim.”

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: November 2, 2015

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The 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 **25.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

**BIDDING PROCEDURES.** Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

(a) The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026.

(1) The final Utilization Plan must be submitted within five calendar days after the date of the letting.

(2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to **DOT.DBE.UP@illinois.gov** or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five business day period. If a question arises concerning the mailing date of a Utilization 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 the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation  
Bureau of Small Business Enterprises  
Contract Compliance Section  
2300 South Dirksen Parkway, Room 319  
Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five 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 Utilization 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 Utilization Plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
  - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
  - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.



- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of 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 DBE regular dealer or DBE manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) NO AMENDMENT. 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) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. 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.
- (h) RECONSIDERATION. 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. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

**EQUAL EMPLOYMENT OPPORTUNITY (BDE)**

Effective: April 1, 2015

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

"EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

STATE CONTRACTS. Revise Section II of Check Sheet #5 of the Recurring Special Provisions to read:

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.



During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.”

**GLARE SCREEN (BDE)**

Effective: January 1, 2014

Replace Section 638 of the Standard Specifications with the following:

**“SECTION 638. GLARE SCREEN**

**638.01 Description.** This work shall consist of furnishing and constructing permanent glare screens, consisting of concrete glare screens or a modular glare screen system, mounted on concrete medians; or furnishing, installing, maintaining, and removing a temporary modular glare screen system on top of temporary concrete barriers.

**638.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Portland Cement Concrete (Note 1) .....	1020
(b) Reinforcement Bars .....	1006.10
(c) Modular Glare Screen System .....	1085
(d) Nonshrink Grout .....	1024.02
(e) Chemical Adhesive .....	1027

Note 1. Concrete shall be Class SI concrete.

## CONSTRUCTION REQUIREMENTS

**638.03 Modular Glare Screen System.** The modular glare screen system shall be installed according to the details shown on the plans and according to the manufacturer's specifications. The same size and type of modules shall be used throughout the project. The modules shall be installed along the top of the concrete barrier, and centered across the width. The maximum length and width of the base rails or modules shall not exceed the dimensions of the top of the individual concrete barrier sections. Base rails or modules shall be placed true to line and shall be firmly attached to the concrete barrier with the type, size, and number of anchor studs, bolts, or self-tapping screws as specified by the manufacturer. Anchor studs, bolts, or self-tapping screws shall be at least 3 in. (75 mm) from contraction, expansion, or construction joints in the barrier. The base rails or modules shall not extend over the joints between the concrete barrier sections. The base rails or modules shall be installed so the combination of glare screen blade width and spacing provide for a minimum 22 degree sight cut-off angle or as shown on the plans.

The Contractor shall load test four percent of all anchor studs, bolts, or self-tapping screws in the presence of the Engineer. The equipment and method used shall meet the approval of the Engineer. The minimum test load shall be 4000 lb (18 kN) in direct pull. For each anchor that fails the test requirement, two more anchor studs, bolts, or self-tapping screws picked by the Engineer, shall be tested. Each anchor stud, bolt, or self-tapping screw that fails to meet the test requirement shall be reset, or removed and the hole drilled deeper and reset, and retested until it meets the test requirements.

When the modules are used for temporary application, the Contractor shall be responsible for maintaining the modules or parts, and shall replace damaged blades or modules with the same size and type as those used throughout the project.

All construction operations whether for permanent or temporary application shall be performed on one side of the concrete barrier. Any damage done to the concrete barrier by the Contractor's operation shall be repaired.

**638.04 Concrete Glare Screen.** Concrete glare screen shall be constructed according to the applicable portions of Section 637.

When concrete glare screen is constructed on an existing concrete barrier, the vertical reinforcement bars shall be anchored in place in drilled holes in the barrier with nonshrink grout or chemical adhesive. Joints in the concrete glare screen shall be a continuation of joints in the existing concrete barrier and shall be of the same configurations. In addition, if there is a crack in the barrier that is working as a joint, a joint shall be placed over it in the glare screen and the reinforcement shall be cut.

When concrete glare screen is constructed on new concrete barrier, it may be constructed integrally with the barrier. Joints in the glare screen shall be according to Article 637.08.

**638.05 Method of Measurement.** Glare screen modules will be measured for payment in feet (meters) in place, along the centerline of the modules.

Concrete glare screen will be measured for payment in feet (meters) in place, along the centerline of the concrete glare screen.

**638.06 Basis of Payment.** Glare screen modules will be paid for at the contract unit price per foot (meter) for MODULAR GLARE SCREEN SYSTEM, PERMANENT; and/or MODULAR GLARE SCREEN SYSTEM, TEMPORARY.

The work of constructing concrete glare screen will be paid for at the contract unit price per foot (meter) for CONCRETE GLARE SCREEN.”

Replace Section 1085 of the Standard Specifications with the following:

**“SECTION 1085. MODULAR GLARE SCREEN SYSTEM**

**1085.01 Description.** The modular glare screen system shall be according to the following.

(a) Glare Screen Blades. The glare screen blades shall be constructed of durable, impact resistant, polymeric material meeting the following requirements.

(1) Wall thickness of the blades shall be 0.10 in. (2.5 mm) minimum, except at corners where it shall be 0.06 in. (1.5 mm) minimum.

(2) Specific gravity of the blade walls shall be 0.89 minimum as determined by ASTM D 792.

(3) The blades shall be green in color.

(4) The blades shall withstand a sharp bend test (90 degree bend without mandrel) at 0 °F (-18 °C) without cracking.

(b) Base Plates and Rails. Base plates and rails shall be according to the following.

(1) Polymeric Base Plate and Rails. Polymeric base plate and rails shall meet the same specific gravity and tensile requirements as the glare screen blades.

(2) Metal Base Plates and Rails. Metal base plates and rails shall be according to ASTM A 36 (A 36M) and shall be galvanized according to AASHTO M 111 after fabrication.

(c) Anchor Studs, Bolts, or Self-Tapping Screws. Anchor studs, bolts, or self tapping screws, with nuts, flat washers, or lock washers, shall be as specified by the manufacturer and shall be galvanized or stainless steel according to Article 1006.29.”

**HOT MIX ASPHALT – PRIME COAT (BDE)**

Effective: November 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

“Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP”

Add the following to Article 406.03 of the Standard Specifications.

- “(i) Vacuum Sweeper ..... 1101.19
- “(j) Spray Paver ..... 1102.06”

Revise Article 406.05(b) of the Standard Specifications to read:

“(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).

- (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft (kg/sq m)
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete	0.05 (0.244)
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.025 (0.122)

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

- (2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of 0.25 lb/sq ft  $\pm$  0.01 (1.21 kg/sq m  $\pm$ 0.05).

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pickup under traffic.

The residual asphalt rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2000 tons (1800 metric tons) of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of Article 406.13(b) of the Standard Specifications to read:

"Water added to emulsified asphalt, as allowed in Article 406.02, will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

Revise the first paragraph of Article 406.14 of the Standard Specifications to read:

**406.14 Basis of Payment.** Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.02 of the Standard Specifications to read:

**“407.02 Materials.** Materials shall be according to Article 406.02, except as follows.

Item	Article/Section
(a) Packaged Rapid Hardening Mortar or Concrete .....	1018”

Revise Article 407.06(b) of the Standard Specifications to read:

“(b) A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b).”

Delete the second paragraph of Article 407.12 of the Standard Specifications.

Revise the first paragraph of Article 408.04 of the Standard Specifications to read:

**“408.04 Method of Measurement.** Bituminous priming material will be measured for payment according to Article 406.13.”

Revise the first paragraph of Article 408.05 of the Standard Specifications to read:

**“408.05 Basis of Payment.** This work will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT) or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) and at the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING.”

Revise Article 1032.02 of the Standard Specifications to read:

**“1032.02 Measurement.** Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight.”

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer’s bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer.”

Add the following to the table in Article 1032.04 of the Standard Specifications.

"SS-1vh	160-180	70-80
RS-1, CRS-1	75-130	25-55"

Add the following to Article 1032.06 of the Standard Specifications.

"(g) Non Tracking Emulsified Asphalt SS-1vh shall be according to the following.

Requirements for SS-1vh			
Test		SPEC	AASHTO Test Method
Saybolt Viscosity @ 25C,	SFS	20-200	T 72
Storage Stability, 24hr.,	%	1 max.	T 59
Residue by Evaporation,	%	50 min.	T 59
Sieve Test,	%	0.3 max.	T 59
Tests on Residue from Evaporation			
Penetration @25°C, 100g., 5 sec., dmm		20 max.	T 49
Softening Point,	°C	65 min.	T 53
Solubility,	%	97.5 min.	T 44
Orig. DSR @ 82°C,	kPa	1.00 min.	T 315"

Revise the last table in Article 1032.06(f)(2)d. of the Standard Specifications to read:

"Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh	Prime or fog seal
PEP	Bituminous surface treatment prime
RS-2, HFE-90, HFE-150, HFE- 300, CRSP, HFP, CRS-2, HFRS-2	Bituminous surface treatment
CSS-1h Latex Modified	Microsurfacing"

Add the following to Article 1101 of the Standard Specifications.

**"1101.19 Vacuum Sweeper.** The vacuum sweeper shall have a minimum sweeping path of 52 in. (1.3 m) and a minimum blower rating of 20,000 cu ft per minute (566 cu m per minute)."



Add the following to Article 1102 of the Standard Specifications:

**“1102.06 Spray Paver.** The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed.”

### **OVERHEAD SIGN STRUCTURES – CERTIFICATION OF METAL FABRICATOR (BDE)**

Effective: November 1, 2015

Revise Article 106.08 of the Supplemental Specifications to read:

**“106.08 Certification of Metal Fabricator.** All fabricators performing work on metal components of structures shall be certified under the appropriate category of the AISC Certification Program for Steel Bridge Fabricators as follows.

- (a) Fabricators of the main load carrying steel components of box girder, trusses over 200 ft (61 m) in length, arch, cable supported, moveable, and curved (radii under 1000 ft (305 m)) structures shall be certified under Category Advanced Bridges.
- (b) Fabricators of the main load carrying steel components of spliced rolled beams, welded plate girders, either simple span or continuous, trusses under 200 ft (61 m) in length, and curved (radii over 1000 ft (305 m)) structures, shall be certified under Category Intermediate Bridges.
- (c) Fabricators of the main load carrying steel components of unspliced rolled beam sections shall be certified under Category Simple Bridges.
- (d) Fabricators of overhead sign structures shall be on the Department’s list of pre-qualified Overhead Sign Structure Fabricators and certified under either (a), (b), (c) or Category Bridge and Highway Metal Component Manufacturers.
- (e) Fabricators of steel or other non-ferrous metal components of structures, not certified under (a), (b), or (c) above, shall be certified under the AISC program for Bridge and Highway Metal Component Manufacturers.

In addition, fabricators of fracture critical main load carrying steel components of bridges shall also have the Fracture Critical Endorsement.”

**PAVED SHOULDER REMOVAL (BDE)**

Effective: April 1, 2014

Revise the first paragraph of Article 440.07(b) of the Standard Specifications to read:

“(b) Measured Quantities. Pavement removal, driveway pavement removal, and paved shoulder removal will be measured for payment in place and the area computed in square yards (square meters).”

Revise Article 440.07(c) of the Standard Specifications to read:

“(c) Adjustment of Quantities. The quantity of pavement removal and paved shoulder removal will be adjusted if their respective thickness varies more than 15 percent from that shown on the plans. The quantity will be either increased or decreased according to the following table.

% change of thickness	% change of quantity
0 to less than 15	0
15 to less than 20	10
20 to less than 30	15
30 to less than 50	20

If the thickness of the existing pavement varies by 50 percent or more from that shown on the plans, the character of the work will be considered significantly changed and an adjustment to the contract will be made according to Article 104.02.

When an adjustment is made for variations in pavement or shoulder thickness a resulting adjustment will also be made in the earthwork quantities when applicable.

No adjustment will be made for variations in the amount of reinforcement.”

**PAVEMENT PATCHING (BDE)**

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

“In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area.”

**PAVEMENT STRIPING - SYMBOLS (BDE)**

Effective: January 1, 2015

Revise the Symbol Table of Article 780.14 of the Supplemental Specifications to read:

“SYMBOLS

Symbol	Large Size sq ft (sq m)	Small Size sq ft (sq m)
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
2 Arrow Combination Left (or Right) and Through	26.0 (2.42)	14.7 (1.37)
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)
Lane Drop Arrow	41.5 (3.86)	--
Wrong Way Arrow	24.3 (2.26)	--
Railroad "R" 6 ft (1.8 m)	3.6 (0.33)	--
Railroad "X" 20 ft (6.1 m)	54.0 (5.02)	--
International Symbol of Accessibility	3.1 (0.29)	--
Bike Symbol	4.7 (0.44)	--
Shared Lane Symbol	8.0 (0.74)	--“

**PORTLAND CEMENT CONCRETE BRIDGE DECK CURING (BDE)**

Effective: April 1, 2015

Replace the table in Article 1020.13 of the Supplemental Specifications with the following:

"INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
<b>Cast-in-Place Concrete <sup>11/</sup></b>			
Pavement Shoulder	1020.13(a)(1)(2)(3)(4)(5) <sup>3/ 5/</sup>	3	1020.13(c)
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) <sup>2/</sup>	3	1020.13(c)
Driveway Median Barrier Curb Gutter Curb & Gutter Sidewalk Slope Wall Paved Ditch	1020.13(a)(1)(2)(3)(4)(5) <sup>4/ 5/</sup>	3	1020.13(c) <sup>16/</sup>
Catch Basin Manhole Inlet Valve Vault	1020.13(a)(1)(2)(3)(4)(5) <sup>4/</sup>	3	1020.13(c)
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) <sup>2/</sup>	3 <sup>12/</sup>	1020.13(c)
Bridge Deck Patching	1020.13(a)(3)(5)	3 or 7 <sup>12/</sup>	1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles and Drilled Shafts	1020.13(a)(3)(5)	7	1020.13(d)(1)(2)(3)
Foundations & Footings Seal Coat	1020.13(a)(1)(2)(3)(4)(5) <sup>4/ 6/</sup>	7	1020.13(d)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5) <sup>1/ 7/</sup>	7	1020.13(d)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) <sup>8/</sup>	7	1020.13(d)(1)(2)
Deck Bridge Approach Slab	1020.13(a)(5)(6) <sup>19/</sup>	7	1020.13(d)(1)(2) <sup>17/</sup>
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) <sup>1/ 7/</sup>	7	1020.13(d)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) <sup>1/</sup>	7	1020.13(d)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) <sup>4/ 6/</sup>	7	1020.13(d)(1)(2) <sup>18/</sup>
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
<b>Precast Concrete <sup>11/</sup></b>			
Bridge Slabs Piles and Pile Caps Other Structural Members	1020.13(a)(3)(5) <sup>9/ 10/</sup>	As Required <sup>13/</sup>	9/
All Other Precast Items	1020.13(a)(3)(4)(5) <sup>2/ 9/ 10/</sup>	As Required <sup>14/</sup>	9/

Precast, Prestressed Concrete <sup>11/</sup>			
All Items	1020.13(a)(3)(5) <sup>9/ 10/</sup>	Until Strand Tensioning is Released <sup>15/</sup>	9/”

Add the following footnote to the end of the Index Table of Curing and Protection of Concrete Construction in Article 1020.13 of the Supplemental Specifications:

“19/ The cellulose polyethylene blanket method shall not be used on latex modified concrete.”

Add the following to Article 1020.13(a) of the Standard Specifications.

“(6) Cellulose Polyethylene Blanket Method. The cellulose polyethylene blanket shall consist of a white polyethylene sheeting with cellulose fiber backing. After the surface of concrete has been textured or finished, it shall be covered immediately with a cellulose polyethylene blanket. The blankets shall be installed with the white perforated polyethylene side facing up. Adjoining blankets shall overlap a minimum of 4 in. (100 mm). On pours wider than 20 ft (6 m), a foot bridge shall be used to place the blankets and to spray water on the blankets immediately after placement on the concrete surface. The blankets shall be placed in a manner which will not create indentations greater than 1/4 in. (6 mm) in the concrete surface. Any air bubbles trapped during placement shall be removed without tearing the blanket. The blankets shall then be immediately flooded with a gentle spray of water to ensure complete saturation of the cellulose. The overlaps and outside edges of the cellulose polyethylene blankets, as well as tears in the blanket, shall be weighted down to prevent displacement as needed with care taken not to indent the concrete surface. Soaker hoses shall be placed along the length of the bridge so 100 percent of the deck surface is continuously saturated for the duration of the cure. Damaged cellulose polyethylene blankets shall be repaired or replaced at the direction of the Engineer.”

Revise the first paragraph of Article 1022.03 of the Standard Specifications to read:

**“1022.03 Waterproof Paper Blankets, White Polyethylene Sheeting, Burlap-Polyethylene Blankets, and Cellulose Polyethylene Blankets.** These materials shall be white and according to ASTM C 171, except moisture loss test specimens shall be made according to Illinois Modified AASHTO T 155. Cellulose polyethylene blankets shall be limited to single use only. The cellulose polyethylene blankets shall be delivered to the jobsite unused and in the manufacturer's unopened packaging until ready for installation. Each roll shall be clearly labeled with product name, manufacturer, and manufacturer's certification of compliance with ASTM C 171.”

**PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics’ Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department’s Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department’s obligation to pay the Contractor, the Contractor’s obligation to pay the subcontractor, and the Contractor’s or subcontractor’s total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

**RETROREFLECTIVE SHEETING FOR HIGHWAY SIGNS (BDE)**

Effective: November 1, 2014

Revise the first sentence of the first paragraph of Article 1091.03(a)(3) of the Standard Specifications to read:

“When tested according to ASTM E 810, with averaging, the sheeting shall have a minimum coefficient of retroreflection as show in the following tables.”

Replace the Tables for Type AA sheeting, Type AP sheeting, Type AZ sheeting and Type ZZ sheeting in Article 1091.03(a)(3) with the following.

Type AA Sheeting  
 Minimum Coefficient of Retroreflection  
 Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AA (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FO
0.2	-4	800	600	120	80	40	200
0.2	+30	400	300	60	35	20	100
0.5	-4	200	150	30	20	10	75
0.5	+30	100	75	15	10	5	35

Type AA (45 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	Yellow	FO
0.2	-4	500	165
0.2	+30	115	40
0.5	-4	140	65
0.5	+30	60	30

Type AP Sheeting  
 Minimum Coefficient of Retroreflection  
 Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AP (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	Brown	FO
0.2	-4	500	380	75	55	35	25	150
0.2	+30	180	135	30	20	15	10	55
0.5	-4	300	225	50	30	20	15	90
0.5	+30	90	70	15	10	7.5	5	30

Type AZ Sheeting  
 Minimum Coefficient of Retroreflection  
 Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AZ (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY
0.2	-4	375	280	75	45	25	300	230
0.2	+30	235	170	40	25	15	190	150
0.5	-4	245	180	50	30	20	200	155
0.5	+30	135	100	25	15	10	100	75
1.0	-4	50	37.5	8.5	5	2	45	25
1.0	+30	22.5	20	5	3	1	25	12.5

Type ZZ Sheeting  
 Minimum Coefficient of Retroreflection  
 Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type ZZ (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY	FO
0.2	-4	570	425	90	60	30	460	340	170
0.2	+30	190	140	35	20	10	150	110	65
0.5	-4	400	300	60	40	20	320	240	120
0.5	+30	130	95	20	15	7	100	80	45
1.0	-4	115	90	17	12	5	95	70	35
1.0	+30	45	35	7	5	2	35	25	15

**REINFORCEMENT BARS (BDE)**

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

**“508.05 Placing and Securing.** All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted on precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum “Quality Control / Quality Assurance Program for Precast Concrete Products”, and for precast prestressed concrete products as indicated in the Department’s current “Manual for Fabrication of Precast Prestressed Concrete Products”. Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.



Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage.”

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

“Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer.”

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

“Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed.”

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

“In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns).”

Revise Article 1042.03(d) of the Standard Specifications to read:

“(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within  $\pm 1/4$  in. ( $\pm 6$  mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site.”

**RIGID METAL CONDUIT (BDE)**

Effective: August 1, 2014

Add the following to Article 1088.01(a) of the Standard Specifications:

“(6) Stainless Steel Conduit. The conduit shall be Type 304 or Type 316 stainless steel, shall be manufactured according to UL Standard 6A, and shall meet ANSI Standard C80.1. Conduit fittings shall be Type 304 or Type 316 stainless steel and shall be manufactured according to UL Standard 514B.

All conduit supports, straps, clamps. And other attachments shall be Type 304 or Type 316 stainless steel. Attachment hardware shall be stainless steel according to Article 1006.31.”

**TEMPORARY CONCRETE BARRIER (BDE)**

Effective: January 1, 2015

Revised: July 1, 2015

Revise Article 704.02 of the Standard Specifications to read:

“**704.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Precast Temporary Concrete Barrier .....	1042
(b) Reinforcement Bars .....	1006.10(a)
(c) Connecting Pins and Anchor Pins (Note 1)	
(d) Connecting Loop Bars (Note 2)	
(e) Packaged Rapid Hardening Mortar or Concrete .....	1018

Note 1. Connecting Pins and Anchor Pins shall be according to the requirements of ASTM F 1554 Grade 36 (Grade 250).

Note 2. Connecting loop bars shall be smooth bars according to the requirements of ASTM A 36 (A 36M).”

Revise Article 704.04 of the Standard Specifications to read:

“**704.04 Installation.** The barriers shall be seated on bare, clean pavement or paved shoulder and connected together in a smooth, continuous line at the locations provided by the Engineer.

Except on bridge decks, or where alternate anchoring details are shown on the plans, the barrier unit at each end of an installation shall be anchored to the pavement or paved shoulder using six anchor pins and protected with an impact attenuator as shown on the plans. When pinning of additional barrier units within the installation is specified, three anchor pins shall be installed in the traffic side holes of the required barriers.

Where both pinned and unpinned barrier units are used in a continuous installation, a transition shall be provided between them. The transition from pinned to unpinned barrier shall consist of two anchor pins installed in the end holes on the traffic side of the first barrier beyond the pinned section and one anchor pin installed in the middle hole on the traffic side of the second barrier beyond the pinned section. The third barrier beyond the pinned section shall then be unpinned.

Barriers located on bridge decks shall be restrained as shown on the plans. Anchor pins shall not be installed through bridge decks, unless otherwise noted.

Barriers or attachments damaged during transportation or handling, or by traffic during the life of the installation, shall be repaired or replaced. The Engineer will be the sole judge in determining which units or attachments require repair or replacement.

The barriers shall be removed when no longer required by the contract. After removal, all anchor holes in the pavement or paved shoulder shall be filled with a rapid hardening mortar or concrete. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.”

Add the following after the first paragraph of Article 704.05 of the Standard Specifications:

“Anchor pins, except for the six anchor pins for the barrier unit at each end of an installation, will be measured for payment as each, per anchor pin installed.”

Add the following after the second paragraph of Article 704.06 of the Standard Specifications:

“Anchor pins, except for the six anchor pins for the barrier unit at each end of an installation, will be paid for at the contract unit price per each for PINNING TEMPORARY CONCRETE BARRIER.”

**TRACKING THE USE OF PESTICIDES (BDE)**

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

“Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algacides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form “OPER 2720”.”

**TRAFFIC BARRIER TERMINALS TYPE 6 OR 6B (BDE)**

Effective: January 1, 2015

Add the following to the Article 631.02 of the Standard Specifications:

“(h) Chemical Adhesive ..... 1027.01”

### **TRAINING SPECIAL PROVISIONS (BDE)**

Effective: October 15, 1975

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

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

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

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

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

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

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

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

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

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

The Contractor shall 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.

### **IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)**

Effective: August 1, 2012

Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this 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 \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 2. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs 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 Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

### **WARM MIX ASPHALT (BDE)**

Effective: January 1, 2012

Revised: November 1, 2014

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.



WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

#### Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

**“1102.01 Hot-Mix Asphalt Plant.** The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, “Approval of Hot-Mix Asphalt Plants and Equipment”. Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements.”

Add the following to Article 1102.01(a) of the Standard Specifications.

“(13) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of  $\pm 2$  percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
- b. Additives. Additives shall be introduced into the plant according to the supplier’s recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes.”

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

“(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification.”

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

“The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).  
WMA shall be delivered at a minimum temperature of 215 °F (102 °C).”

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form “SBE 723” within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

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

Effective: April 2, 2004

Revised: July 1, 2015

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling)  
Structural Steel  
Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in have a contract value of \$10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars  
Q = quantity of steel incorporated into the work, in lb (kg)  
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

Where:  $MPI_M$  = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

$MPI_L$  = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the  $MPI_M$  will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the  $MPI_L$  and  $MPI_M$  in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(MPI_L - MPI_M) \div MPI_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

**Attachment**

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

Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
STEEL COST ADJUSTMENT**

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

**Contract No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Contractor's Option:**

Is your company opting to include this special provision as part of the contract plans for the following items of work?

- |  |     |                          |
|--|-----|--------------------------|
| Metal Piling   | Yes | <input type="checkbox"/> |
| Structural Steel   | Yes | <input type="checkbox"/> |
| Reinforcing Steel  | Yes | <input type="checkbox"/> |
| Dowel Bars, Tie Bars and Mesh Reinforcement                | Yes | <input type="checkbox"/> |
| Guardrail  | Yes | <input type="checkbox"/> |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | Yes | <input type="checkbox"/> |
| Metal Railings (excluding wire fence)                      | Yes | <input type="checkbox"/> |
| Frames and Grates  | Yes | <input type="checkbox"/> |

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

*6-26-14*



**Storm Water Pollution Prevention Plan**

Route	<u>F.A.P. 372/373</u>	Marked Rte.	<u>IL 171 (First Avenue)</u>
Section	<u>2013-038B-R, 2013-037B-R, (0707-608&amp;611)HB-B &amp; 0707-608HB-B-1</u>	Project No.	<u>D-91-191-10</u>
County	<u>Cook</u>	Contract No.	<u>60J16, 60W75, 60W77 &amp; 60W78</u>

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

John A. Fortmann, P.E.  
 Print Name  
Deputy Director of Highways, Region One Engineer  
 Title  
Illinois Department of Transportation  
 Agency

*John Fortmann*  
 Signature  
6-26-14  
 Date

**I. Site Description:**

**A. Provide a description of the project location (include latitude and longitude):**

This improvement begins at a point just north and west of Archer Ave. (55<sup>th</sup> Street) on the alignment of F.A.P. Route 372/373 (IL 171), and extends in a northerly direction across the IL 171 bridges over the Chicago Sanitary and Ship Canal, I-55 and the Des Plaines River to 47<sup>th</sup> Street, for a distance of approximately 1.8 miles along IL 171. This improvement is located within the Villages of McCook, Lyons and Summit in Cook County. Latitude is 41.79470° N and Longitude is 87.82420° W.

The design, installation, and maintenance of BMPs at these locations are within an area where annual erosivity (R value) is less than or equal to 160. Erosivity is less than 5 in all two-week periods between October 12 and April 15, which would qualify for a construction rainfall erosivity waiver under the US Construction General Permit requirements. At these locations, erosivity is highest from spring to autumn, April 16 - October 11.

**B. Provide a description of the construction activity which is the subject of this plan:**

This improvement consists of four stages of construction work, for each of the four contract numbers noted, which include bridge widening and rehabilitation, shoulder widening, pavement patching and resurfacing with hot-mix asphalt on IL 171 Southbound (Contract 60J16) and Northbound (Contract 60W75). This improvement also includes the realignment and reconstruction of Ramp E (Contract 60J16), shoulder widening, guardrail improvements, sign replacement and lighting. Bridge replacement of SB IL 171 and Ramp E over I-55 (Contract 60W77) and NB IL 171 over I-55 (Contract 60W78) are included in the project. Placement of new pavement markings will be throughout the limits of construction.

In-stream work will be required to widen the existing bridge piers for both northbound and southbound I-171, Contracts 60W75 and 60J16, respectively) in the Des Plaines River. Details for this work will be provided by the contractor for approval by the USACE.

Erosion and sediment control measures will be installed for each of the four projects that are the subject of this SWPPP. Maintenance and removal of these measures will be in accordance with the plans and specifications, and this SWPPP. Selected items, such as those associated with the traffic cross-overs, may remain at the end of one contract for use, maintenance and ultimate removal by successive contracts.

Permanent stabilization is included in each of the contracts and will be installed as soon as an area will no longer

be needed for construction access or traffic.

The drainage improvements for the project are limited to clean-up of existing sewers and ditches within the construction limits.

C. Provide the estimated duration of this project:

The project duration is estimated to be three years (October 2014 – October 2017) with winter shutdowns.

D. The total area of the construction site is estimated to be 38 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 20 acres.

E. The runoff coefficients for the 38 acre project area, from Archer Ave to 47<sup>th</sup> Street, before and after construction, are as follows:

C = 0.83 (Existing); C=0.85 (Proposed)

F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

From the soil borings: stiff clay and clay loam soils, medium dense to very dense loam soils and gravel.  
From NRCS mapping: Primarily Map Unit 805D - Orthents, clayey, undulating - relatively low erosivity. Also along the riverbanks the soil is Map Unit 1107A - Sawmill silty clay loam - low erosivity.

G. Provide an aerial extent of wetland acreage at the site:

There are 6 wetlands totaling 2.47 acres, 2 Waters of the US (WOUS) in the DesPlaines River and a tributary totaling 7.66 acres, and 1.44 acres of WOUS in the Chicago Sanitary and Ship Canal within the project limits. The wetlands/WOUS include:

WOUS 5A (DesPlaines River): 7.37 acres/ 0.01 acres of permanent impact and 1.66 acres of temporary impact  
WOUS 7 (tributary to DesPlaines River): 7.37 acres/ no permanent impact and 0.12 acres of temporary impact  
WOUS 8 (Chicago Sanitary and Ship Canal): 1.44 acres/no permanent or temporary impacts  
Wetland 1: 0.131 acres/ 0.00 acres of impact  
Wetland 2: 0.186 acres/ 0.00 acres of impact  
Wetland 3: 0.074 acres/0.00 acres of impact  
Wetland 4:0.037 acres/ 0.00 acres of impact  
Wetland 5:1.810 acres/0.60 acres of impact  
Wetland 6: 0.234 acres/0.234 acres of impact

H. Provide a description of potentially erosive areas associated with this project:

Roadway embankments and areas along the Des Plaines River used for access are as steep as 1:3.

I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):



- 1) Submit a discussion of permit requirements and provide a graphical representation showing location and types of BMPs to be used for: vehicle entrances/ exits (see stabilized construction entrance detail, Sheet 52) and additional measures needed, such as haul roads that may be needed for access to work areas; for Contract 60J16 widening of the Southbound IL 171 bridges and Ramp E reconstruction; and the Southbound IL 171 bridges over I-55 in Contract 60W77. Details will be determined by the contractor.
- 2) Submit an in-stream work plan (ISWP) consistent with Note 1 on the ESC sheet (Sheet 51) for the widened piers for Contract 60J16 on the Southbound IL 171 bridges. Actual activities to accomplish this will be determined by the contractor's means and methods for the In-Stream Work Plan.
- 3) Install erosion and sediment control measures in contract and per BMP submittals/ISWP that have been accepted by the Department for concurrent Contracts 60J16 and 60W77, which includes essentially all of Southbound IL 171 from 47<sup>th</sup> Street to Archer Avenue and the reconstruction of Ramp E from Southbound IL 171 to Northbound I-55. The Southbound bridges over I-55 are in the concurrent Contract 60W77. Slope gradients range up to 33% (1:3 slope) along embankments and lengths are generally less than 100'. Existing soils are not very erosive and the stone entrance/exits are designed to be stable.
- 4) Rebuild and resurface portions of the Southbound IL 171 bridges and roadway in Contract 60J16.
- 5) Reconstruct Ramp E in Contract 60J16 and the Southbound IL 171 bridges over I-55 in Contract 60W77.
- 6) Remove portions of any construction access roads or causeways needed for Southbound IL 171 Contract 60J16 work in the Des Plaines River and stabilize immediately per 7) below.
- 7) Furnish topsoil, seeding and blanket for vegetated areas within Contracts 60J16 and 60W77.
- 8) Remove temporary erosion and sediment control measures that were needed exclusively for Contracts 60J16 and 60W77.
- 9) Submit a discussion of permit requirements and provide a graphical representation showing location and types of BMPs to be used for: vehicle entrances/ exits (see stabilized construction entrance detail) and additional measures needed, such as haul roads that may be needed for access to work areas; for Contract 60W75 widening of the Northbound IL 171 bridges; and the Northbound IL 171 bridge over I-55 in Contract 60W78. Details will be determined by the contractor.
- 10) Submit an in-stream work plan (ISWP) consistent with Note 1 on the ESC Notes sheet for the widened piers for Contract 60W75 on the Northbound IL 171 bridges. Actual activities to accomplish this will be determined by the contractor's means and methods for the In-Stream Work Plan.
- 11) Install erosion and sediment control measures in contract and per BMP submittals/ISWP that have been accepted by the Department for concurrent Contracts 60W75 and 60W78, which includes essentially all of Northbound IL 171 from 47<sup>th</sup> Street to Archer Avenue. Slope gradients range up to 33% (1:3 slope) along embankments and lengths are generally less than 100'. Existing soils are not very erosive and the stone entrance/exits are designed to be stable.
- 12) Install construction access for Contract 60W75 widening of the Northbound IL 171 bridges and reconstruction of the Northbound IL 171 bridge over I-55 in Contract 60W78. Details will be determined by the contractor.
- 13) Install widened piers for Contract 60W75 on the Northbound IL 171 bridges. Actual activities to accomplish this will be determined by the contractor's In-Stream Work Plan.
- 14) Rebuild and resurface portions of Northbound IL 171 bridges and roadway in Contract 60W75.
- 15) Remove any construction access roads or causeways needed for Northbound Contract 60W75 work in the Des Plaines River and stabilize immediately per 16) below.
- 16) Furnish topsoil, seeding and blanket for vegetated areas within Contracts 60W75 and 60W78.
- 17) Remove temporary erosion and sediment control measures still remaining that were needed for all contracts.

J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.

K. Identify who owns the drainage system (municipality or agency) this project will drain into:

The Metropolitan Water Reclamation District of Greater Chicago.

L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.

Illinois Department of Transportation and the Village of Summit. The IEPA MS4 Status Report lists Summit status as No Permit is Required. Cook County Highway Department does have an MS4 permit.

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

The direct receiving waters for the project are the Des Plaines River and the Chicago Sanitary and Ship Canal, and both are tributary to the Illinois River.

The Des Plaines River, the Chicago Sanitary and Ship Canal, and the Illinois River are not identified by the IDNR as "biologically significant streams". The Des Plaines River (segment IL\_G-39) is listed on the 2014 IEPA 303(d) list as impaired. The 2014 303(d) List identifies the aquatic life use of the Des Plaines River as being impaired by aldrin, arsenic, chloride, lindane, methoxychlor, total phosphorus, and pH; and fish consumption use is impaired by mercury and polychlorinated bi-phenyls. No TMDLs are currently being developed for these impairments.

The Chicago Sanitary and Ship Canal (segment IL\_GI-03) is listed on the 2014 IEPA 303(d) list as impaired. The 2014 303(d) List identifies the aquatic life use of the Chicago Sanitary and Ship Canal as being impaired by dissolved oxygen and total phosphorus; and fish consumption use is impaired by mercury and polychlorinated bi-phenyls. No TMDLs are currently being developed for these impairments.

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

The Des Plaines River beyond the work zone noted, the IL 171 mainline and ramp shoulders and the median ditch are to remain undisturbed, except for the reconstruction of Ramp E. No work is planned on the ground near the Chicago Sanitary and Ship Canal, just on the bridge decks above it.

There are no threatened or endangered species in the area, as determined by Section 7 consultation that was performed for the purpose of gaining the Section 404 permit issued for this project.

O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:

- Floodplain
- Wetland Riparian
- Threatened and Endangered Species
- Historic Preservation
- 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
- Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
- Applicable Federal, Tribal, State or Local Programs
- Other

1. 303(d) Listed receiving waters (fill out this section if checked above):

a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

- c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
- d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

2. TMDL (fill out this section if checked above) N/A

- a. The name(s) of the listed water body:
- b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
- c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

P. The following pollutants of concern will be associated with this construction project:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Soil Sediment             | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input checked="" type="checkbox"/> Concrete                  | <input checked="" type="checkbox"/> Antifreeze / Coolants  |
| <input checked="" type="checkbox"/> Concrete Truck Waste      | <input checked="" type="checkbox"/> Waste water from cleaning construction equipment               |
| <input checked="" type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify)   |
| <input checked="" type="checkbox"/> Solid Waste Debris        | <input type="checkbox"/> Other (specify)   |
| <input checked="" type="checkbox"/> Paints                    | <input type="checkbox"/> Other (specify)   |
| <input checked="" type="checkbox"/> Solvents                  | <input type="checkbox"/> Other (specify)   |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides  | <input type="checkbox"/> Other (specify)   |

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. **Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed and maintained to:

1. Minimize the amount of soil exposed during construction activity;
2. Minimize the disturbance of steep slopes;
3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
4. Minimize soil compaction and, unless infeasible, preserve topsoil.

B. **Stabilization Practices:** Stabilization controls runoff volume and velocity, peak runoff rates and volumes of discharge to minimize exposed soil, disturbed slopes, sediment discharges from construction, and provides for natural buffers and minimization of soil compaction. Existing vegetated areas where disturbance can be avoided will not require stabilization.

Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
2. Compost should be applied to slopes for temporary stabilization when temporary seed will not germinate; for example mid-July and February.
3. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Preservation of Mature Vegetation | <input checked="" type="checkbox"/> Erosion Control Blanket / Mulching |
| <input checked="" type="checkbox"/> Vegetated Buffer Strips           | <input type="checkbox"/> Sodding                                       |
| <input checked="" type="checkbox"/> Protection of Trees               | <input checked="" type="checkbox"/> Geotextiles                        |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input checked="" type="checkbox"/> Other - Mulch Method 4             |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7)            | <input type="checkbox"/> Other (specify)                               |
| <input checked="" type="checkbox"/> Temporary Mulching                | <input type="checkbox"/> Other (specify)                               |
| <input checked="" type="checkbox"/> Permanent Seeding                 | <input type="checkbox"/> Other (specify)                               |

Describe how the stabilization practices listed above will be utilized during construction:

Temporary erosion control measures, including seeding erosion control will be placed on disturbed areas when construction traffic will not disturb the area for a period of 14 days. This will be followed until permanent measures can be placed.

Where possible, temporary stabilization of the initial stage should be completed before work is moved to subsequent stages.

Permanent stabilization shall be completed with 14 days after the final temporary stabilization for a completed area of construction is placed.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

Permanent seeding and erosion control blanket/mulching will be placed as soon as possible after completion of the work.

- C. **Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following structural practices will be used for this project:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier     | <input checked="" type="checkbox"/> Rock Outlet Protection |
| <input checked="" type="checkbox"/> Temporary Ditch Check         | <input checked="" type="checkbox"/> Riprap                 |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection  | <input type="checkbox"/> Gabions                           |
| <input type="checkbox"/> Sediment Trap                            | <input type="checkbox"/> Slope Mattress                    |
| <input type="checkbox"/> Temporary Pipe Slope Drain               | <input type="checkbox"/> Retaining Walls                   |
| <input type="checkbox"/> Temporary Sediment Basin                 | <input type="checkbox"/> Slope Walls                       |
| <input type="checkbox"/> Temporary Stream Crossing                | <input type="checkbox"/> Concrete Revetment Mats           |
| <input checked="" type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders                   |
| <input type="checkbox"/> Turf Reinforcement Mats                  | <input checked="" type="checkbox"/> Other - Mulch Method 4 |
| <input type="checkbox"/> Permanent Check Dams                     | <input type="checkbox"/> Other (specify)                   |
| <input type="checkbox"/> Permanent Sediment Basin                 | <input type="checkbox"/> Other (specify)                   |
| <input type="checkbox"/> Aggregate Ditch                          | <input type="checkbox"/> Other (specify)                   |
| <input type="checkbox"/> Paved Ditch                              | <input type="checkbox"/> Other (specify)                   |

Describe how the structural practices listed above will be utilized during construction:

Stabilized Construction Exits will be placed at all locations where construction traffic may be exiting the site. Storm drain inlet protection will be placed at all catch basins and inlets, along with all upstream ends of culverts, to contain sedimentation due to earth excavation and embankment operations. Perimeter Erosion Barrier shall be used at locations where sediment may enter existing waters or exit the right-of-way. Additionally, rolled excelsior barrier will be placed alongside the existing waters of the Des Plaines River. Temporary Ditch Checks will be placed as indicated in the plans as the proposed ditch profiles are established in each area. Where noted on the plans, stone culvert inlet protection will be installed immediately upstream of culverts. Site specific schedules for the above-referenced items can be found in the plans and special provisions and are incorporated into this plan by reference.

All work associated with installation and maintenance of Stabilized Construction Entrances, concrete washouts, and in-stream work are incidental to the contract

Compost should be applied to slopes for temporary stabilization when temporary seed will not germinate; for example mid-July and February. Construction requirements for Mulch Method 4 for application of compost should be followed.

THIS PROJECT REQUIRES A US ARMY CORPS OF ENGINEERS (USACE) 404 PERMIT THAT WILL BE SECURED BY THE DEPARTMENT. AS A CONDITION OF THIS PERMIT, THE CONTRACTOR WILL NEED TO SUBMIT AN IN-STREAM WORK PLAN TO THE DEPARTMENT FOR APPROVAL. GUIDELINES ON ACCEPTABLE IN-STREAM WORK TECHNIQUES CAN BE FOUND ON THE USACE WEBSITE. THE USACE DEFINES AND DETERMINES IN-STREAM WORK. THE COST OF ALL MATERIALS AND LABOR NECESSARY TO COMPLY WITH THE ABOVE PROVISIONS TO PREPARE AND IMPLEMENT AN IN-STREAM WORK PLAN WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED AS INCLUDED IN THE UNIT BID PRICES OF THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

If a contractor wishes to use a dedicated concrete plant, it is up to the contractor to secure an Industrial Permit for the dedicated concrete plant. The contractor must also submit a plan to the RE detailing how all stormwater associated with the dedicated concrete plant will be kept separate from the stormwater runoff from IDOT's construction activities. The contractor has to ensure compliance with all requirements of the Industrial Permit.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

When the noted structural practices are no longer needed they will be removed and the areas of removal and construction disturbance will be permanently stabilized with topsoil, seeding and erosion control blanket.

**D. Treatment Chemicals**

Will polymer flocculants or treatment chemicals be utilized on this project:  Yes  No

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

**E. Permanent Storm Water Management Controls:** Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

1. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of permanent storm water management controls:

Existing drainage patterns will be maintained, and all areas disturbed by construction shall be replaced with new roadway surfacing and stabilized vegetation. All new culvert outfalls will be stabilized with rip-rap aprons.

- F. **Approved State or Local Laws:** The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management siteplans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

Procedures and requirements included in IDOT's Storm Water Management Plan will govern.

- G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
    - Approximate duration of the project, including each stage of the project
    - Rainy season, dry season, and winter shutdown dates
    - Temporary stabilization measures to be employed by contract phases
    - Mobilization timeframe
    - Mass clearing and grubbing/roadside clearing dates
    - Deployment of Erosion Control Practices
    - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
    - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
    - Paving, saw-cutting, and any other pavement related operations
    - Major planned stockpiling operations
    - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
    - Permanent stabilization activities for each area of the project
  2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
    - Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
    - Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
    - Stockpile Management – Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
    - Waste Disposal – Discuss methods of waste disposal that will be used for this project.
    - Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
    - Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
    - Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).

- Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities – Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals – Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

### III. Maintenance:

All ESC measures will be maintained in accordance with the IDOT Erosion and Sediment Control Field Guide for Construction Inspection:

(<http://www.dot.il.gov/desenv/environmental/IDOT%20Field%20Guide.pdf>)

and IDOT's Best Management Practices – Maintenance Guide:

(<http://www.dot.state.il.us/desenv/environmental/bestpractices.html>).

All maintenance of ESC measures is the responsibility of the contractor.

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

The following shall be the minimum maintenance required:

- 1) Vegetative soil erosion measures - The vegetative growth of temporary and permanent seeding, vegetative filters, etc., shall be maintained periodically and supplied adequate watering and fertilizer. The vegetative cover shall be removed and reseeded as necessary.
- 2) Rolled excelsior: Sediment shall be removed from behind the rolled excelsior when soil reaches a depth of half the height of the roll. When the excelsior rolls are no longer required, as determined by the engineer, the rolled excelsior and all related components shall be removed in such a manner as to avoid trapped sediment from entering the creek. Sediment shall be removed and the original depth (or plan elevation) restored. Any spoils must be stabilized in an area to be approved by the engineer.
- 3) Sediment control silt fence will be examined regularly and repaired as necessary. Sediment shall be removed when it reaches a height equal to 25% of the height of the barrier.
- 4) Temporary seeding for erosion control will be repaired when bare spots and washouts occur.
- 5) Stabilized construction entrances shall have sediment build up removed as necessary.
- 6) Concrete Washout facilities will be cleaned out.

### IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and after each rainfall that is 0.5 inch or greater in a twenty-four (24) hour period, or equivalent snowfall, at the end of a storm or by the end of the following business or work day. Additionally during winter months, all measures should be checked by the contractor after each significant snowmelt.

All offsite Borrow, Waste and Use areas are part of the construction site and are to be inspected according to the language in this section.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: [epa.swnoncomp@illinois.gov](mailto:epa.swnoncomp@illinois.gov), telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Compliance Assurance Section  
1021 North Grand East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

Additional Inspections Required:

**V. Failure to Comply:**

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.







**Contractor Certification Statement**

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route	<u>F.A.P. 372/373</u>	Marked Rte.	<u>IL 171 (First Avenue)</u>
Section	<u>2013-037B-R</u>	Project No.	<u>D-91-191-10</u>
County	<u>Cook</u>	Contract No.	<u>60W75</u>

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

_____	_____
Print Name	Signature
_____	_____
Title	Date
_____	_____
Name of Firm	Telephone
_____	_____
Street Address	City/State/ZIP

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**404 PERMIT**



REPLY TO  
ATTENTION OF:

**DEPARTMENT OF THE ARMY**  
CHICAGO DISTRICT, CORPS OF ENGINEERS  
231 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60604-1437

August 5, 2014

Technical Services Division  
Regulatory Branch  
LRC-2013-00867

SUBJECT: Authorization for the Proposed Road Improvements along Illinois Route 171 from 45<sup>th</sup> Place to 55<sup>th</sup> Street over the Des Plaines River and the Chicago Sanitary and Ship Canal near Summit, Cook County, Illinois

John Fortmann  
Illinois Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196-1096

Dear Mr. Fortmann:

This office has verified that your proposed activity complies with the terms and conditions of Regional Permits 3 (Transportation Projects) and 7 (Temporary Construction Activities) and the overall RPP under Category II of the Regional Permit Program.

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled "Proposed Highway Plans – FAP Route 372/373 (IL Route 171 (SB)) – SB IL 171 47<sup>th</sup> Street to 55<sup>th</sup> Street Bridge Complex at I-55 – Section 2013-038B-R – Bridge Rehabilitation, Bridge Widening, Ramp Modifications, Lighting & Signing – Project: - Cook County – C-91-191-10" dated December 20, 2013, prepared by Alfred Benesch & Company. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

The activity may be completed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP, including conditions of water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency (IEPA). If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization.

The following special conditions are a requirement of your authorization:

1. Provide a copy of the contractor's in-stream work plan to Nathan Grider, IDNR, Office of Realty and Environmental Planning;
2. You are required to retain a qualified Independent SESC Inspector (ISI). The following

- 2 -

requirements apply:

- a. You shall contact this office and the ISI at least 10 calendar days prior to the preconstruction meeting so that a representative of this office may attend. The meeting agenda will include a discussion of the SESC plan and the installation and maintenance requirements of the SESC practices on the site;
  - b. Prior to commencement of any in-stream work, you shall submit construction plans and a detailed narrative to this office that disclose the contractor's preferred method of cofferdam and dewatering method;
  - c. The ISI will perform weekly inspections of the implemented SESC measures to ensure proper installation and regular maintenance of the approved methods. The ISI contact information form shall be submitted to this office via e-mail and/or hard copy prior to commencement of the permitted work;
  - d. The ISI shall submit to the Corps an inspection report with digital photographs of the SESC measures on a weekly basis during the active and non-active phases of construction. An inspection report shall also be submitted at the completion of the project once the SESC measures have been removed and final stabilization has been completed; and
  - e. Field conditions during project construction may require the implementation of additional SESC measures not included in the SESC plans for further protection of aquatic resources. You shall contact this office immediately in the event of any changes or modifications to the approved plan set or non-compliance of an existing SESC method. Upon direction of the Corps, corrective measure shall be instituted at the site to resolve the problem along with a plan to protect and/or restore the impacted jurisdictional area(s). If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
3. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization.
  4. A copy of this authorization must be present at the project site during all phases of construction.
  5. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.
  6. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

- 3 -

7. Work in the Des Plaines River (Site 5a) and Tributary to Des Plaines River (Site 7) should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.
8. The plan will be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The Corps has the discretion to reduce this requirement if documented by the applicant to be infeasible or unnecessary.
9. Water shall be isolated from the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.). Earthen cofferdams are not permissible.
10. The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.
11. If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities.
12. During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.
13. The portion of the side slope that is above the observed water elevation shall be stabilized as specified in the plans prior to accepting flows. The substrate and toe of slope that has been disturbed due to construction activities shall be restored to proposed or pre-construction conditions and fully stabilized prior to accepting flows.

This office is in receipt of the updated IDOT ledger for the Cedar Creek Wetland Mitigation Bank confirming your debit of 1.27 acres of required mitigation credits.

The authorization is without force and effect until all other permits or authorizations from local, state, or other Federal agencies are secured. Please note that IEPA has issued Section 401 Water Quality Certification for this RP. These conditions are included in the enclosed fact sheet. If you have any questions regarding Section 401 certification, please contact Mr. Dan Heacock at

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IEPA's Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-3362.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Mr. Soren Hall of my staff by telephone at 312-846-5532, or email at Soren.G.Hall@usace.army.mil.

Sincerely,

Digitally signed by  
CHERNICH.KATHLEEN.G.123  
0365616  
Date: 2014.08.08 16:02:00  
-05'00'

Kathleen G. Chernich  
Chief, East Section  
Regulatory Branch

Enclosures

Copy Furnished (with authorization):

Hey and Associates (Steve Rauch)  
Huff & Huff (Alycia Klauenberg)





**PERMIT COMPLIANCE**

**CERTIFICATION**

Permit Number: LRC-2013-00867  
Permittee: John Fortmann  
Illinois Department of Transportation  
Date: August 5, 2014

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and if applicable, compensatory wetland mitigation was completed in accordance with the approved mitigation plan.<sup>1</sup>

\_\_\_\_\_  
PERMITTEE

\_\_\_\_\_  
DATE

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers  
Chicago District, Regulatory Branch  
231 South LaSalle Street, Suite 1500  
Chicago, Illinois 60604-1437

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

<sup>1</sup> If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.

## GENERAL CONDITIONS



US Army Corps of Engineers®  
Chicago District

### GENERAL CONDITIONS APPLICABLE TO THE 2012 REGIONAL PERMIT PROGRAM

The permittee shall comply with the terms and conditions of the Regional Permits and the following general conditions for all activities authorized under the RPP:

1. State 401 Water Quality Certification - Water quality certification under Section 401 of the Clean Water Act may be required from the Illinois Environmental Protection Agency (IEPA). The District may consider water quality, among other factors, in determining whether to exercise discretionary authority and require an Individual Permit. Please note that Section 401 Water Quality Certification is a requirement for projects carried out in accordance with Section 404 of the Clean Water Act. Projects carried out in accordance with Section 10 of the Rivers and Harbors Act of 1899 do not require Section 401 Water Quality Certification

On March 2, 2012, the IEPA granted Section 401 certification, with conditions, for all Regional Permits, except for activities in certain waterways noted under RPs 4 and 8. The following conditions of the certification are hereby made conditions of the RPP:

1. The applicant shall not cause:
  - a) a violation of applicable water quality standards of the Illinois Pollution Control Board Title 35, Subtitle C: Water Pollution Rules and Regulations;
  - b) water pollution defined and prohibited by the Illinois Environmental Protection Act;
  - c) interference with water use practices near public recreation areas or water supply intakes;
  - d) a violation of applicable provisions of the Illinois Environmental Protection Act.
2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.
3. Except as allowed under condition 9, any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all State statutes, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by the Illinois EPA. Any backfilling must be done with clean material placed in a manner to prevent violation of applicable water quality standards.
4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent soil erosion during construction shall be taken and may include the installation of sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining a NPDES Stormwater Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of (1) one or more acres, total land area. A NPDES Stormwater Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Illinois EPA's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the Illinois Urban Manual (IEPA/USDA, NRCS; 2011, <http://aiswcd.org/IUM/index.html>).
6. The applicant is advised that the following permits(s) must be obtained from the Illinois EPA: The applicant must obtain permits to construct sanitary sewers, water mains, and related facilities prior to construction.
7. Backfill used in the stream-crossing trench shall be predominantly sand or larger size material, with less than 20% passing a #230 U.S. sieve.
8. Any channel relocation shall be constructed under dry conditions and stabilized to prevent erosion prior to the diversion of flow.
9. Backfill used within trenches passing through surface waters of the State, except wetland areas, shall be clean course aggregate, gravel or other material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material may be used only if:
  - a) particle size analysis is conducted and demonstrates the material to be at least 80% sand or larger size material, using #230 U.S. sieve; or
  - b) excavation and backfilling are done under dry conditions.
10. Backfill used within trenches passing through wetland areas shall consist of clean material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material shall be used to the extent practicable, with the upper six (6) to twelve (12) inches backfilled with the topsoil obtained during trench excavation.
11. Any applicant proposing activities in a mined area or previously mined area shall provide to the IEPA a written determination regarding the sediment and materials used which are considered "acid-producing material" as defined in 35 Il. Adm. Code,

Subtitle D. If considered "acid-producing material," the applicant shall obtain a permit to construct pursuant to 35 IL Adm. Code 404.101.

12. Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/stream banks, or 3) placed in waters of the State.
13. Applicants that use site dewatering techniques in order to perform work in waterways for construction activities approved under Regional Permits 1 (Residential, Commercial and Institutional Developments), 2 (Recreation Projects), 3 (Transportation Projects), 7 (Temporary Construction Activities), 9 (Maintenance) or 12 (Bridge Scour Protection) shall maintain flow in the stream during such construction activity by utilizing dam and pumping, fluming, culverts or other such techniques.
14. In addition to any action required of the Regional Permit 13 (Cleanup of Toxic and Hazardous Materials Projects) applicant with respect to the "Notification" General Condition 22, the applicant shall notify the Illinois EPA Bureau of Water, of the specific activity. This notification shall include information concerning the orders and approvals that have been or will be obtained from the Illinois EPA Bureau of Land (BOL) for all cleanup activities under BOL jurisdiction, or for which authorization or approval is sought from BOL for no further remediation. This Regional Permit is not valid for activities that do not require or will not receive authorization or approval from the BOL.

2. **Threatened and Endangered Species** - If the District determines that the activity may affect Federally listed species or critical habitat, the District will initiate section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) in accordance with the Endangered Species Act of 1973, as amended (Act). Applicants shall provide additional information that would enable the District to conclude that the proposed action will have no effect on federally listed species.

The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Act, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at [www.fws.gov/midwest/Endangered](http://www.fws.gov/midwest/Endangered). Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Review all documentation pertaining to the species list, provide the rationale for your effects determination for each species, and send the information to this office for review.

If no species, their suitable habitats, or critical habitat are listed, then a "no effect" determination can be made, and section 7 consultation is not warranted. If species or critical habitat appear on the list or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may effect" the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation.

If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

Projects in Will, DuPage, or Cook Counties that are located in the recharge zones for Hine's emerald dragonfly critical habitat units may be reviewed under the RPP, with careful consideration due to the potential impacts to the species. All projects reviewed that are located within 3.25 miles of a critical habitat unit will be reviewed under Category II of the RPP. Please visit the following website for the locations of the Hine's emerald dragonfly critical habitat units in Illinois.  
<http://www.fws.gov/midwest/endangered/insects/hed/FRHinesFinalRevisedCH.html>

3. **Historic Properties** - In cases where the District determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity may require an Individual Permit. A determination of whether the activity may be authorized under the RPP instead of an Individual Permit will not be made until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the District with the appropriate documentation to demonstrate compliance with those requirements.

Non-Federal permittees must include notification to the District if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the permit application must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing permit submittals, the District will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. Based on the information submitted and these efforts, the District shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the District, the non-Federal applicant shall not begin the activity until notified by the District either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

The District will take into account the effects on such properties in accordance with 33 CFR Part 325, Appendix C, and 36 CFR 800. If all issues pertaining to historic properties have been resolved through the consultation process to the satisfaction of the District, Illinois Historic Preservation Agency (IHPA) and Advisory Council on Historic Preservation, the District may, at its discretion, authorize the activity under the RPP instead of an Individual Permit.

Applicants are encouraged to obtain information on historic properties from the IHPA and the National Register of Historic Places at the earliest stages of project planning. For information, contact:

Illinois Historic Preservation Agency  
1 Old State Capitol Plaza  
Springfield, IL 62701-1507  
(217) 782-4836  
www.illinoishistory.gov

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity, you must immediately notify this office of what you have found, and to the maximum extent practicable, stop activities that would adversely affect those remains and artifacts until the required coordination has been completed. We will initiate the Federal, Tribal and State coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. Soil Erosion and Sediment Control - Measures shall be taken to control soil erosion and sedimentation at the project site to ensure that sediment is not transported to waters of the U.S. during construction. Soil erosion and sediment control measures shall be implemented before initiating any clearing, grading, excavating or filling activities. All temporary and permanent soil erosion and sediment control measures shall be maintained throughout the construction period and until the site is stabilized. All exposed soil and other fills, and any work below the ordinary high water mark shall be permanently stabilized at the earliest practicable date.

Applicants are required to prepare a soil erosion and sediment control (SESC) plan including temporary BMPs. The plan shall be designed in accordance with the Illinois Urban Manual, 2011 (<http://aiswcd.org/IUM/index.html>). Practice standards and specifications for measures outlined in the soil erosion and sediment control plans will follow the latest edition of the "Illinois Urban Manual: A Technical Manual Designed for Urban Ecosystem Protection and Enhancement." Additional Soil Erosion and Sediment Control (SESC) measures not identified in the Illinois Urban Manual may also be utilized upon District approval.

At the District's discretion, an applicant may be required to submit the SESC plan to the local Soil and Water Conservation District (SWCD), or the Lake County Stormwater Management Commission (SMC) for review. When the District requires submission of an SESC plan, the following applies: An activity may not commence until the SESC plan for the project site has been approved; The SWCD/SMC will review the plan and provide a written evaluation of its adequacy; A SESC plan is considered acceptable when the SWCD/SMC has found that it meets technical standards. Once a determination has been made, the authorized work may commence unless the SWCD/SMC has requested that they be notified prior to commencement of the approved plans. The SWCD/SMC may attend pre-construction meetings with the permittee and conduct inspections during construction to determine compliance with the plans. Applicants are encouraged to begin coordinating with the appropriate SWCD/SMC office at the earliest stages of project planning. For information, contact:

Kane-DuPage SWCD  
2315 Dean Street, Suite 100  
St. Charles, IL 60174  
(630) 584-7961 ext.3  
www.kanedupageswcd.org

McHenry-Lake County SWCD  
1648 South Eastwood Dr.  
Woodstock, IL 60098  
(815) 338-0099 ext.3  
www.mchenryswcd.org

North Cook SWCD  
899 Jay Street  
Elgin, IL 60120  
(847) 468-0071  
www.northcookswcd.org

Lake County SMC  
500 W. Winchester Rd, Suite 201  
Libertyville, IL 60048  
(847) 377-7700  
www.lakecountyil.gov/stormwater

5. Total Maximum Daily Load - For projects that include a discharge of pollutant(s) to waters for which there is an approved Total Maximum Daily Load (TMDL) allocation for any parameter, the applicant shall develop plans and BMPs that are consistent with the assumptions and requirements in the approved TMDL. The applicant must incorporate into their plans and BMPs any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. The applicant must carefully document the justifications for all BMPs and plans, and install, implement and maintain practices and BMPs that are consistent with all relevant TMDL allocations and with all relevant conditions in an implementation plan. Information regarding the TMDL program, including approved TMDL allocations, can be found at the following website: [www.epa.state.il.us/water/tmdl/](http://www.epa.state.il.us/water/tmdl/)

6. Floodplain - Discharges of dredged or fill material into waters of the United States within the 100-year floodplain (as defined by the Federal Emergency Management Agency) resulting in permanent above-grade fills shall be avoided and minimized to the maximum extent practicable. When such an above-grade fill would occur, the applicant may need to obtain approval from the Illinois

Department of Natural Resources, Office of Water Resources, (IDNR-OWR) which regulates activities affecting the floodway and the local governing agency (e.g., Village or County) with jurisdiction over activities in the floodplain. Compensatory storage may be required for fill within the floodplain. Applicants are encouraged to obtain information from the IDNR-OWR and the local governing agency with jurisdiction at the earliest stages of project planning. For information on floodway construction, contact:

IDNR/OWR  
2050 Stearns Road  
Bartlett, IL 60103  
(847) 608-3100  
<http://dnr.state.il.us/owr/>

For information on floodplain construction, please contact the local government and/or the Federal Emergency Management Agency. Pursuant to 33 CFR 320.4(j), the District will consider the likelihood of the applicant obtaining approval for above-ground permanent fills in floodplains in determining whether to issue authorization under the RPP.

7. Navigation - No activity may cause more than a minimal adverse effect on navigation. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

8. Proper Maintenance - Any authorized structure or fill shall be properly maintained, including that necessary to ensure public safety.

9. Aquatic Life Movements - No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including species that normally migrate through the area, unless the activity's primary purpose is to impound water.

10. Equipment - Soil disturbance and compaction shall be minimized through the use of matting for heavy equipment, low ground pressure equipment, or other measures as approved by the District.

11. Wild and Scenic Rivers - No activity may occur in a component of the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status. Information on Wild and Scenic Rivers may be obtained from the appropriate land management agency in the area, such as the National Park Service and the U.S. Forest Service.

12. Tribal Rights - No activity or its operation may impair reserved tribal rights, such as reserved water rights, treaty fishing and hunting rights.

13. Water Supply Intakes - No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.

14. Shellfish Production - No discharge of dredged or fill material may occur in areas of concentrated shellfish production.

15. Suitable Material - No discharge of dredged or fill material may consist of unsuitable material and material discharged shall be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). Unsuitable material includes trash, debris, car bodies, asphalt, and creosote treated wood.

16. Spawning Areas - Discharges in spawning areas during spawning seasons shall be avoided to the maximum extent practicable.

17. Obstruction of High Flows - Discharges shall not permanently restrict or impede the passage of normal or expected high flows. All crossings shall be culverted, bridged or otherwise designed to prevent the restriction of expected high water flows, and shall be designed so as not to impede low water flows or the movement of aquatic organisms.

18. Impacts From Impoundments - If the discharge creates an impoundment of water, adverse impacts on aquatic resources caused by the accelerated passage of water and/or the restriction of its flow shall be avoided to the maximum extent practicable.

19. Waterfowl Breeding Areas - Discharges into breeding areas for migratory waterfowl shall be avoided to the maximum extent practicable.

20. Removal of Temporary Fills - Any temporary fill material shall be removed in its entirety and the affected area returned to its pre-existing condition.

21. Mitigation - All appropriate and practicable steps must first be taken to avoid and minimize impacts to aquatic resources. For unavoidable impacts, compensatory mitigation is required to replace the loss of wetland, stream, and/or other aquatic resource functions (33 CFR 332). The proposed compensatory mitigation shall utilize a watershed approach and fully consider the ecological needs of the watershed. Where an appropriate watershed plan is available, mitigation site selection should consider recommendations in the plan. The applicant shall describe in detail how the mitigation site was chosen and will be developed, based on the specific

resource need of the impacted watershed. Permit applicants are responsible for proposing an appropriate compensatory mitigation option to offset unavoidable impacts. However, the District is responsible for determining the appropriate form and amount of compensatory mitigation required when evaluating compensatory mitigation options, and determining the type of mitigation that would be environmentally preferable. In making this determination, the District will assess the likelihood for ecological success and sustainability, the location of the compensation site relative to the impact site and their significance within the watershed. Methods of providing compensatory mitigation include aquatic resource restoration, establishment, enhancement, and in certain circumstances, preservation. Compensatory mitigation will be accomplished by establishing a minimum ratio of 1.5 acres of mitigation for every 1.0 acre of impact to waters of the U.S. Furthermore, the District has the discretion to require additional mitigation to ensure that the impacts are no more than minimal. Further information is available at [www.lrc.usace.army.mil/Missions/Regulatory/Illinois/Mitigation.aspx](http://www.lrc.usace.army.mil/Missions/Regulatory/Illinois/Mitigation.aspx)

22. Notification - The applicant shall provide written notification (i.e., a complete application) for a proposed activity to be authorized under the RPP prior to commencing a proposed activity. The District's receipt of the complete application is the date when the District receives all required notification information from the applicant (see below). If the District informs the applicant within 60 calendar days that the notification is incomplete (i.e., not a complete application), the applicant shall submit to the District, in writing, the requested information to be considered for review under the Regional Permit Program. A new 60 day review period will commence when the District receives the requested information. Applications that involve unauthorized activities that are completed or partially completed by the applicant are not subject to the 60-day review period.

For all activities, notification shall include:

- a. A cover letter providing a detailed narrative of the proposed activity describing all work to be performed, a clear project purpose and need statement, the Regional Permit(s) to be used for the activity, the area (in acres) of waters of the U.S. to be impacted (be sure to specify if the impact is permanent or temporary, and identify which area it affects), and a statement that the terms and conditions of the RPP will be followed.
- b. A completed joint application form for Illinois signed by the applicant or agent. The application form is available at [www.lrc.usace.army.mil/Portals/36/docs/regulatory/forms/appform.pdf](http://www.lrc.usace.army.mil/Portals/36/docs/regulatory/forms/appform.pdf). If the applicant does not sign the joint application form, notification shall include a signed, written statement from the applicant designating the agent as their representative.
- c. A delineation of waters of the U.S., including wetlands, for the project area, and for areas adjacent to the project site (off-site wetlands shall be identified through the use of reference materials including review of local wetland inventories, soil surveys and the most recent available aerial photography), shall be prepared in accordance with the current U.S. Army Corps of Engineers methodology ([www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/reg\\_supp.aspx](http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/reg_supp.aspx)) and generally conducted during the growing season.\* Our wetland delineation standards are available at [www.lrc.usace.army.mil/Portals/36/docs/regulatory/pdf/Delineations.pdf](http://www.lrc.usace.army.mil/Portals/36/docs/regulatory/pdf/Delineations.pdf). For sites supporting wetlands, the delineation shall include a Floristic Quality Assessment (Swink and Wilhelm, 1994, latest edition, Plants of the Chicago Region). The delineation shall also include information on the occurrence of any high-quality aquatic resources (see Appendix A), and a listing of waterfowl, reptile and amphibian species observed while at the project area. The District reserves the right to exercise judgment when reviewing submitted wetland delineations. Flexibility of the requirements may be determined by the District on a case-by-case basis only.
- d. A street map showing the location of the project area.
- e. Latitude and longitude for the project in decimal degrees format (i.e. 41.88377N, -87.63960W).
- f. Preliminary engineering drawings sized 11" by 17" (full-sized may be requested by the project manager and you may also submit plans in PDF format on a disc) showing all aspects of the proposed activity and the location of waters of the U.S. to be impacted and not impacted. The plans shall include grading contours, proposed and existing structures such as buildings footprints, roadways, road crossings, stormwater management facilities, utilities, construction access areas and details of water conveyance structures. The plans shall also depict buffer areas, outlots or open space designations, best management practices, deed restricted areas and restoration areas, if required under the specific RP.
- g. Submittal of soil erosion and sediment control (SESC) plans that identify all SESC measures to be utilized during construction of the project.
- h. The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Endangered Species Act of 1973, as amended, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at [www.fws.gov/midwest/Endangered](http://www.fws.gov/midwest/Endangered). Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Print all documentation pertaining to the species list, include the rationale for your effects determination for each species, and forward the information to this office for review.

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\* If a wetland delineation is conducted outside of the growing season, the District will determine on a case-by-case basis whether sufficient evidence is available to make an accurate determination. If the District finds that the delineation lacks sufficient evidence, the application will not be considered complete until the information is provided. This may involve re-delineating the project site during the growing season.

In the event there are no species, their suitable habitats, or critical habitat, then a "no effect" determination can be made and section 7 consultation is not warranted. If species or critical habitat appear on the list, or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may effect" on the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

- i. A determination of the presence or absence of any State threatened or endangered species. Please contact the Illinois Department of Natural Resources (IDNR) to determine if any State threatened and endangered species could be in the project area. You can access the IDNR's Ecological Compliance Assessment Tool (EcoCAT) at the following website: <http://dnrecocat.state.il.us/ecopublic/>. Once you complete the EcoCAT and consultation process, forward all resulting information to this office for consideration. The report shall also include recommended methods as required by the IDNR for minimizing potential adverse effects of the project.
- j. A statement about the knowledge of the presence or absence of Historic Properties, which includes properties listed, or properties eligible to be listed in the National Register of Historic Places. A letter from the Illinois Historic Preservation Agency (IHPA) can be obtained indicating whether your project is in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended. The permittee shall provide all pertinent correspondence with the IHPA documenting compliance. The IHPA has a checklist of documentation required for their review located here: [www.illinoishistory.gov/PS/rcdocument.htm](http://www.illinoishistory.gov/PS/rcdocument.htm).
- k. Where an appropriate watershed plan is available, the applicant shall address in writing how the proposed activity is aligned with the relevant water quality, hydrologic, and aquatic resource protection recommendations in the watershed plan.
- l. A discussion of measures taken to avoid and/or minimize impacts to aquatic resources on the project site.
- m. A compensatory mitigation plan for all impacts to waters of the U.S. (if compensatory mitigation is required under the specific RP).
- n. A written narrative addressing all items listed under the specific RP.

For Category II activities, the District will provide an Agency Request for Comments (ARC) which describes the proposed activity. The ARC will be sent to the following agencies: United States Fish & Wildlife Service (USFWS), United States Environmental Protection Agency (USEPA), Illinois Department of Natural Resources (IDNR), Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR), Illinois Environmental Protection Agency (IEPA), Illinois Historic Preservation Agency (IHPA), Illinois Nature Preserves Commission (INPC) and U.S. Coast Guard (Section 10 activities only). Additional entities may also be notified as needed. These agencies have ten (10) calendar days from the date of the ARC to contact the District and either provide comments or request an extension not to exceed fifteen (15) calendar days. The District will fully consider agency comments received within the specified time frame. If the District determines the activity complies with the terms and conditions of the RPP and impacts on aquatic resources are minimal, the District will notify the applicant in writing and include special conditions if deemed necessary. If the District determines that the impacts of the proposed activity are more than minimal, the District will notify the applicant that the project does not qualify for authorization under the RPP and instruct the applicant on the procedures to seek authorization under an Individual Permit.

23. Compliance Certification - Any permittee who has received authorization under the RPP from the District shall submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the District with the authorization letter and will include: a) a statement that the authorized work was done in accordance with the District's authorization, including any general or specific conditions; b) a statement that any required mitigation was completed in accordance with the permit conditions and; c) the signature of the permittee certifying the completion of the work and mitigation.

24. Multiple use of Regional Permits - In any case where a Regional Permit is combined with any other Regional Permit to cover a single and complete project (except where prohibited under specific Regional Permits), the applicant shall notify the District in accordance with General Condition 22. If multiple Regional Permits are used, the total impact may not exceed the maximum allowed by the Regional Permit with the greatest impact threshold.

25. Other Restrictions - Authorization under the RPP does not obviate the need to obtain other Federal, State or local permits, approvals, or authorizations required by law nor does it grant any property rights or exclusive privileges, authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project.

Approved by:

//ORIGINAL SIGNED//

Frederic A. Drummond, Jr.  
Colonel, U.S. Army  
District Commander

February 24, 2012

Date

**IDNR PERMIT**



**Illinois Department of  
Natural Resources**

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

RECEIVED  
MAY - 4 2015  
DIST. ONE - DESIGN

Bruce Rauner, Governor  
Wayne A. Rosenthal, Director

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*[Signature]*  
*5-26-15*

**Office of Water Resources • 2050 West Stearns Road • Bartlett, Illinois 60103**

April 29, 2015

SUBJECT: Permit No. NE2015022  
Illinois Rte. 171 Bridge Widening Project  
Des Plaines River; Cook County, Application No. N20150021

John Fortmann, P.E.  
Illinois Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196-1096

Dear Mr. Fortmann:

Enclosed is Illinois Department of Natural Resources, Office of Water Resources Permit No. NE2015022 authorizing the subject project. This permit does not supersede any other federal, state or local authorizations that may be required for the project. Upon receipt and review of this permit and all conditions included therein, please properly execute and return the attached acceptance slip within sixty (60) days from the date of this permit.

Please be advised that the Illinois Department of Natural Resources, Division of Ecosystems and Environment (DEE) participates in the regulatory programs of the U.S. Army, Corps of Engineers (USACE) and may review this project if a USACE Section 10 or 404 permit is required. Issuance of a permit by the Office of Water Resources does not preclude DEE's provision of comments and/or recommendations, primarily related to biological effects of the proposed action, to the USACE and other federal agencies concerning your project.

If any changes of the permitted work are found necessary, revised plans should be submitted promptly to this office for review and approval. Also, this permit expires on the date indicated in Condition (13). If unable to complete the work by that date, the permittee may make a written request for a time extension.

Please contact me at 847/608-3100, ext. 32025 if you have any questions.

Sincerely,

Gary W. Jereb, P.E., Chief  
Northeastern Illinois Regulatory Programs Section

GJ:crw

Enclosure

cc: Chicago District, U.S. Army Corps of Engineers  
Ken Eng, Illinois Dept. of Transportation  
William Schmanski, Alfred Benesch & Company  
Cook County Dept. of Building & Zoning  
Village of Summit Engineering Dept.





PERMIT NO. NE2015022  
DATE: April 29, 2015

**State of Illinois**  
**Department of Natural Resources, Office of Water Resources**

Permission is hereby granted to:

Illinois Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196-1096

to widen the Illinois Route 171 northbound and southbound bridges on the Des Plaines River in the Southeast Quarter of Section 11, Township 38 North, Range 12 East of the Third Principal Meridian in Cook County,

in accordance with an application dated February 14, 2014, and the plans and specifications entitled:

GENERAL PLAN AND ELEVATION, IL-171 OVER DES PLAINES RIVER "PUBLIC WATER", COOK COUNTY, STRUCTURE NO. 016-0483, SHEET 485 OF 821, UNDATED, FOUNDATION LAYOUT, STRUCTURE NO. 016-0483, SHEET 487 OF 821, UNDATED, GENERAL PLAN AND ELEVATION, IL-171 OVER DES PLAINES RIVER "PUBLIC WATER", COOK COUNTY, STRUCTURE NO. 016-0985, SHEET 313 OF 648, UNDATED, FOUNDATION LAYOUT, STRUCTURE NO. 016-0985, SHEET 315 OF 648, UNDATED, ALL SHEETS RECEIVED APRIL 9, 2015.

Examined and Recommended:

Gary W. Jereb, Chief  
Northeastern IL Regulatory  
Programs Section

Approval Recommended:

Daniel A. Injerd, Director  
Office of Water Resources

Approved:

Wayne A. Rosenthal, Director  
Department of Natural Resources

This PERMIT is subject to the terms and special conditions contained herein.

PERMIT NO. NE2015022

**THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) This permit is granted in accordance with the Rivers, Lakes and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or state agency to do the work, this permit is not effective until the federal and state approvals are obtained. If construction does not begin within two years of the date of this permit, the permittee must submit the project to EcoCat (<http://dnr.illinois.gov/EcoPublic/>) for an updated consultation under the Illinois Endangered Species Protection Act and the Illinois Natural Areas Preservation Act.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2018 this permit shall cease and be null and void.

**THIS PERMIT IS SUBJECT TO THE FOLLOWING SPECIAL CONDITION:**

- a) The Permittee shall construct a riffle or similar structure in the Des Plaines River in the vicinity of the widened Illinois Rte. 171 bridges herein authorized in accordance with an April 24, 2015 letter from the Illinois Department of Natural Resources, Division of Ecosystems and Environment. By December 31, 2015, the Permittee shall submit a drawing of the proposed riffle or similar structure to the Office of Water Resources Bartlett office, the Division of Ecosystems and Environment Springfield office, and the Chicago District of the U.S. Army Corps of Engineers for review and approval.

**PERMIT NO. NE2015022**  
Illinois Department of Transportation

**PERMIT ACCEPTANCE**

This Acceptance must be signed and returned to the address below to validate this permit. See Condition No. 8.

**ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF WATER RESOURCES  
2050 WEST STEARNS ROAD  
BARTLETT, ILLINOIS 60103**

The undersigned permittee, personally, or if a corporation by its duly authorized officers, hereby accepts the permit bearing the above permit number subject to all conditions named therein, on this 26<sup>th</sup> day of May, 2015.

JOHN FORTMANN

By [Signature]

By \_\_\_\_\_

If a corporation  
affix seal here.

### **BNSF AT-GRADE CROSSING**

To facilitate access across the BNSF RR tracks during construction of the IL-171 bridge, the Department has had discussions with the BNSF RR to have the BNSF build an at-grade crossing near the IL-171 bridge in the event that the contractor will need such a crossing to cross the tracks during the construction of the bridge. According to The BNSF Railroad, the approximate cost that the BNSF will be charging the contractor to build such a crossing will be around \$140,000 and this cost is not reimbursable by the Department in accordance with Section 107.10 of the Standard Specs "Temporary Railroad Grade Crossing". The cost of such temporary grade crossing construction, protection, maintenance, and later removal shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

### **MWRDGC PERMIT REQUIREMENTS**

Within 30 days of receiving Notice to Proceed by the DEPARTMENT, the CONTRACTOR shall submit the required documents specified in ARTICLE FIVE of the attached METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO General Permit to the ENGINEER. In addition, the CONTRACTOR shall comply with all applicable requirements of the General Permit throughout the duration of construction. The cost of this work shall be considered as included in the contract bid price and no additional compensation will be allowed.

IDOT 1<sup>st</sup> Avenue  
14 NE 012  
REV. December 18, 2014

#### GENERAL PERMIT

THIS PERMIT made this 2<sup>nd</sup> day of October, 2014, by and between THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic, organized and existing under the laws of the State of Illinois hereinafter called "District," and THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, organized and existing under the laws of the State of Illinois, hereinafter called "Permittee."

#### ARTICLE ONE

1.01 The District for and in consideration of the payment of the permit fees hereinafter set forth, hereby issues to the Permittee a permit and license to traverse District Main Channel Parcels 34.03, 34.05 and 35.06, via the Lawndale Avenue Service Road, and Main Channel Parcels 35.02, 35.03, 37.03 and the Harlem Avenue Solids Management Area, via Canal Bank Road, to reach the 1<sup>st</sup> Avenue overpass in Summit, Illinois, to rehabilitate the bridge structure, and for no other purpose whatsoever. (For pictorial representation of permit premises, see Exhibit A attached hereto and made a part hereof).

1.02 This Permit shall be effective from the 1<sup>st</sup> day of January, 2015, to the 31<sup>st</sup> day of December, 2017, at which time Permittee shall vacate said premises and remove Permittee's effects therefrom at Permittee's cost, unless said Permit shall be terminated sooner by virtue of the provisions hereinafter provided.

#### ARTICLE TWO

2.01 Permittee hereby agrees that in consideration for the granting of this Permit, Permittee shall pay to the District the sum of TEN and NO/100 DOLLARS (\$10.00) payable upon execution of this permit.

2.02 In addition thereto, Permittee shall pay on or before the due date therefor, all real estate taxes, special assessments and all other taxes, assessments and charges which may be levied against the property or the District by any governmental authority empowered to do so, on account of Permittee's use of the Permit Premises.

#### ARTICLE THREE

3.01 Permittee agrees and specifically understands that this Permit is confined solely to the non-exclusive privilege to Permittee to use the premises set forth in Article One, and no other; that the authority and permission herein given does not thereby grant unto Permittee any interest or estate in the said lands of the District and that the District retains dominion, possession and control of said lands, including access thereto at all times.

3.02 Permittee further agrees and specifically understands that the District shall have the right to enter upon the premises herein described for the purpose of making such surveys, soil borings or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

3.03 The District shall not be liable for any loss, cost or damage to the Permittee by reason of the exercise of the right to make such surveys, soil borings or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

#### ARTICLE FOUR

4.01 The District hereby reserves the right to terminate this Permit upon giving thirty (30) days notice, in writing, of such termination to Permittee and thereupon Permittee shall vacate said premises and remove its effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

4.02 In the event Permittee uses or allows the premises to be used for any illegal or immoral purposes, or for any purpose other than that hereinabove specifically provided, or violates any of the provisions hereof, this Permit may be terminated by the District upon giving three (3) days notice, in writing, to Permittee, and thereupon Permittee shall forthwith vacate said premises and remove Permittee's effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

4.03 The District shall not be liable to Permittee for any loss, cost or damage incurred by the Permittee by reason of the exercise of the right of the District to cancel this Permit.

#### ARTICLE FIVE

5.01 The Permittee shall cause its contractor working within said permit premises to be solely responsible for and to defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in any wise accrue, directly or indirectly, against the District, its Commissioners, officers, agents or employees, in consequence of the granting of this Permit, or which may in anywise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of Permittee's contractor, or its employees, if any, and Permittee's contractor shall, at Permittee's contractor sole expense appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action Permittee's contractor shall, at the Permittee's contractor sole expense, satisfy and discharge the same.

5.02 The Permittee shall cause its contractors working within said permit premises, prior to entering upon said premises and using the same for the purposes for which

this Permit is issued, to procure, maintain and keep in force, at Permittee's contractors expense, public liability and property damage insurance in which the District, its Commissioners, officers, agents and employees, are a named insured as well as fire and extended coverage, and all-risk property insurance in which the District is named loss payee from a company to be approved by the District, each afore-referenced policy shall have limits of not less than ("CLAIMS MADE" policies are unacceptable):

**COMPREHENSIVE GENERAL LIABILITY**  
Combined Single Limit Bodily Injury Liability  
Property Damage Liability  
(Including Liability for Environmental Contamination of Adjacent Properties)  
In the amount of not less than \$4,000,000.00  
per Occurrence  
and  
**ALL RISK PROPERTY INSURANCE**  
(Including Coverage for Environmental Contamination  
of Permit Premises)  
In the amount of not less than \$4,000,000.00  
per Occurrence  
INCLUDING  
An Amount Not Less Than the  
Replacement Cost of Improvements  
Located on the Premises

Prior to entering upon said Permit Premises, the Permittee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in force and effect.

Upon District's written request, Permittee shall provide District with copies of the actual insurance policies within ten (10) days of District's request for same. Such certificates and insurance policies shall clearly identify the Permit Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the District. The provisions of this paragraph shall in no wise limit the liability of the Permittee as set forth in the provisions of 5.01 above.

5.03 The Permittee shall cause its contractors working within said permit premises, prior to entering upon said premises and using the same for the purposes for which this Permit is issued, to execute and lodge with the District, its indemnity bond in the sum of Five Thousand and no/100 Dollars (\$5,000.00), conditioned upon the performance of each and every condition of this Permit; such bond shall be in a form satisfactory to the Attorney for the District. The furnishing of the bond required in this Article shall in no wise limit or affect the liability of the Permittee's contractor or its insurance carrier under any other provision of this Permit.

5.04 Permittee expressly understands and agrees that any insurance protection or bond required by this Permit, or otherwise provided by Permittee, shall in no way limit

the responsibility to defend, indemnify, keep and save harmless the District, as hereinabove provided.

**ARTICLE SIX**

6.01 It is further expressly understood that the District shall not be liable to the Permittee for any loss, cost, or expense which the Permittee shall sustain by reason of any damage to its property or business caused by or growing out of the construction, repair, reconstruction, maintenance, existence, operation, or failure of any of the sewers, structures, or other works or equipment of the District now located or to be constructed on said premises, or on the land of the District adjacent to said premises.

6.02 The Permittee also agrees that if the District incurs any additional expense for additional work which the District would not have had to incur if this Permit had not been executed, then, in that event, the Permittee agrees to pay to the District such additional expense as determined by the Executive Director of the District, promptly upon rendition of bills therefor to the Permittee.

**ARTICLE SEVEN**

7.01 It is understood and agreed by and between the parties hereto that the Permittee shall not erect any structure of any type or kind upon said premises except with the consent, in writing, of the Executive Director first had and obtained.

7.02 No blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

7.03 The Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is granted, shall, at Permittee's sole cost and expense, obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County, or the city, village, town or municipality in which the subject property is located, and furnish to the District suitable evidence thereof.

7.04 The Permittee covenants and agrees not to maintain any nuisance on the Permit premises which shall be in any manner injurious to the health and comfort of persons residing or being in the vicinity of said premises, and the Permittee further covenants and agrees to keep the Permit premises in a clean and sanitary condition.

7.05 The Permittee covenants and agrees that it shall strictly comply with any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County and the city, village, town or municipality in which the subject property is located, which in any manner affect this Permit, any work done hereunder or control or limit in any way the actions of Permittee, its agents, servants and employees, or of any contractor or subcontractor of Permittee, or their employees.



7.04 Permittee covenants and agrees that on or before the termination date of this Permit, Permittee shall remove or cause to be removed, any and all debris on the premises described in this Permit, and any and all equipment, facilities, or other things erected or placed upon said premises, and will yield up said premises to the District in as good condition as when the same was entered upon by Permittee. Upon Permittee's failure so to do, the District may do so at the sole expense and cost of Permittee.

#### **ARTICLE EIGHT**

8.01 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to the District in care of the Executive Director, 100 East Erie Street, Chicago, Illinois 60611, or to the Permittee in care of:

**Illinois Department of Transportation  
Attention, Region One Engineer  
Division of Highways  
201 West Center Court  
Schaumburg, Illinois 60194  
Phone #: (847) 705-4395  
Facsimile #: (847) 705-4218**

or to such other persons or addresses as either party may from time to time designate in writing.

8.02 In the event that the Permittee hereinabove contemplated shall consist of two or more parties, each and every party shall be jointly and severally liable for the faithful and complete performance of each and every provision of this Permit.

8.03 Permittee expressly acknowledges that the District has made no representations, warranties, express or implied, as to the adequacy, fitness or condition of Permit Premises or the improvements upon the Permit Premises. Permittee accepts the Permit Premises and the improvements thereon, if any, 'AS-IS' and 'WITH ALL FAULTS'. Permittee acknowledges that it has inspected the permit premises and has satisfied itself as to the adequacy, fitness and condition thereof.

8.04 Permittee agrees and specifically understands that the District shall not issue or execute this Permit and license, unless within 28 days of Permittee's receipt of this Permit Agreement, Permittee causes same to be duly executed and returned to the District with evidence of compliance with all terms contained herein.

8.05 This Permit Agreement shall be mutually cancelable by the Permittee upon Permittee's giving ninety (90) days notice in writing, of such cancellation to the District and thereupon Permittee shall vacate said premises and remove its effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

8.06 If the land is to be used for public use and recreation, Permittee shall, during the term of this Permit, at its sole cost and expense, construct, erect and maintain, at

one or more prominent locations on the permit premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of the District in connection with Permittee's use of the permit premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the Executive Director of the District, and shall, at minimum state that:

**"THIS FACILITY IS PROVIDED IN PART AS A COMMUNITY  
SERVICE WITH THE COOPERATION AND SUPPORT OF THE  
METROPOLITAN WATER RECLAMATION DISTRICT OF  
GREATER CHICAGO"**

**ARTICLE NINE**

**GENERAL ENVIRONMENTAL PROVISIONS**

**9.01 DEFINITIONS**

A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

- (1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;
- (2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and
- (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec. 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Sec. 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et

seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300 (f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published thereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

**B. "Hazardous Materials" shall mean:**

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, ureaformaldehyde and radon gas;
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;
- (3) any substance (whether solid, liquid, or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;
- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the area subject to Permit or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;
- (5) any substance (whether solid, liquid or gaseous in nature) the presence of which on adjacent properties could constitute trespass by or against Permittee or District;
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical

waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;

(7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or

(8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

(1) environmental assessments of real estate, bedrock and groundwater of the type found on the Permit Premises and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Permit Premises, a review of the utilization and maintenance of hazardous materials on the Permit Premises review of the Permit Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Permit Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

(1) an assessment of the Permit Premises and a reasonable area of the adjacent property owned by the District performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Permit Premises and said assessment shall include, but not necessarily be limited to, extensive sampling of

soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations

#### 9.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE PERMIT

Permittee, for itself, its heirs, executors, administrators, and successors covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred, conveyed or distributed upon or within the Permit Premises, by Permittee or its subtenant or assigns, or any of its agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of any underground inter-connecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

#### 9.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Permittee shall use the Permit Premises only for purposes expressly authorized by Article 1.01 of this Permit Agreement. Permittee will not do or permit any act that may impair the value of the Permit Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Permit Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Permit Premises or use Permit Premises in any manner (i) which could cause the Permit Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Permit Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Permit Premises within the meaning of, or otherwise bring the Easement Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

#### 9.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

A. In the event Permittee has used the Permit Premises under a prior Permit agreement, Permittee warrants and represents that as a result of the Permit grant, the Permit Premises and improvements thereon, including all personal property, have not

been exposed to release, contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the premises as defined by any Environmental Laws, and that the Permit Premises do not contain, or are not affected by underground storage tanks, landfills, land disposal sites, or dumps.

B. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Permit Premises or the improvements thereon, during the term of this Permit (except such release, emission, discharge or disposal by the District, its employees, agents or its other permittees arising out of or in connection with the use authorized by the Permit). Permittee will take all appropriate response action, including any removal and remedial action after the execution date of this Permit Agreement.

#### 9.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Permit Agreement, the Permittee shall cause its contractors working within said permit premises, to indemnify, exonerate, and hold the District and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought, including reasonable attorneys fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (I) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Permittee's contractor's activities; or (II) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, resulting from or related to Permittee's contractor's activities; or (III) the release or threatened release by Permittee's contractor's, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Permit Premises, (except such presence created by the District, its employees, agents or its other permittees), or any property to which Permittee's contractor's, its parent company or any of its subsidiaries has sent Hazardous Materials. (Including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), to the extent caused by or within the control of Permittee's contractor's, its parent company or its subsidiaries, provided that, to the extent District is strictly liable under any Environmental Laws, Permittee's contractor's obligation to District under this indemnity shall be without regard to fault on the part of Permittee's contractor's with respect to the violation of law which results in liability to the District.

#### 9.06 ENVIRONMENTAL COVENANTS

Permittee agrees to and covenants as follows:

A. Permittee covenants and agrees that, throughout the term of the Permit Agreement, all Hazardous Materials which may be used by Permittee or person permitted by Permittee upon the Permit Premises shall be used or stored thereon only in a safe,

approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

B. Permittee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.

C. Permittee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Permittee (whether or not from the Permit Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.

D. Permittee will take all reasonable steps to prevent a violation of any Environmental Laws and to assure that there will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the area to be used and under the Permit Agreement.

E. Permittee will not allow the installation of asbestos on the area described in Exhibit A or any item, article, container or electrical equipment, including, but not limited to, transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.

F. Permittee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

G. The aforesaid representations and warranties shall survive the expiration or termination of the Permit Agreement.

#### 9.07 COVENANTS (ENVIRONMENTAL)

Permittee shall cause its parent company and each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

- A. (1) Use and operate all of the Permit Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;
- (2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill

or leak of any Hazardous Materials caused or permitted by Permittee;

B. Notify District by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide District within 72 hours of the event, with copies of all written notices by Permittee, its parent and its subsidiaries that are reported to government regulators or received from the governmental regulators.

C. Provide such information that District may reasonably request from time to time to determine compliance by the Permittee with this Article.

D. Permittee covenants and agrees to cooperate with District in any inspection, assessment, monitoring or remediation instituted by District during the Permit Agreement.

#### 9.08 COMPLIANCE (ENVIRONMENTAL)

The Permittee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

A. In the event of a spill, leak or release of hazardous waste caused by Permittee, its employees or its agents, Permittee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Permit Premises and a reasonable area of the adjacent property owned by the District, and submit the written report to the District within 90 days after the spill, leak or discharge. After review of each Phase I Environmental Assessment, District, at its sole discretion, may require Permittee, at Permittee's expense, to obtain a Phase II Environmental Assessment with respect to the premises used under the Permit Agreement. The written report of the Phase II Environmental Assessment shall be submitted to District within 120 days of District's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Permit Premises or adjacent premises, Permittee shall take immediate action to remediate the contamination and to restore the Permit Premises described in Exhibit A and adjacent premises owned by the District to a clean and sanitary condition and to the extent required by any and all environmental laws.

B. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Permit Agreement, at District's election.

C. If any Environmental Assessment reveals, or District otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Permittee is unwilling to remediate or that District is unwilling to accept, District shall have the right and option to terminate this Agreement and to declare it null and void.

D. In the event Permittee should receive a Notice of Environmental Problem, Permittee shall promptly provide a copy to the District, and in no event later than seven-



ty-two (72) hours from Permittee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Permittee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Permit premises, or any improvements thereon; (iii) the Permittee will be liable, in whole or in part, for the costs of cleaning up, remediation, removing, or responding to a release of Hazardous Materials; (iv) any part of the Permit Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such governmental entity in response to a release of Hazardous Materials. Permittee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Permittee's and any tenant's receipt or submission thereof.

#### 9.09 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Permittee gives notice pursuant to the provisions of Notice of Environmental Problem, within ninety (90) days Permittee shall submit to District a written report of a site assessment and environmental audit, in scope, form and substance and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the District, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that, consistent with generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on the Permit Premises which could necessitate an environmental response action, and which demonstrates that the Permit Premises complies with, and does not deviate from, all applicable environmental statutes, laws, ordinances, rules and regulations, including licenses, permits, or certificates required thereunder, and that the Permittee is in compliance with, and has not deviated from, the representations and warranties previously set forth.

B. District hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Permit Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Permit Premises or improvements thereon, as the District, in its sole discretion, determines is necessary to protect its interests.

#### ARTICLE TEN

10.01 Permittee and its contractors, shall maintain free and clear 24 hours per day/7 days a week access for District personnel and contractors to District facilities, which are in, or near the Permit Premises, including, but not limited to, the District's underground sludge pipeline force mains, other District underground structures and the District's sludge line railroad.

10.02 Permittee and its contractors, shall not interfere with, or interrupt, the District's sludge line railroad operations and are required to keep all materials and equip-

ment 20 feet, laterally, away from the railroad. The vertical and lateral clearance over and around the District's sludge line railroad tracks shall not be reduced from its existing conditions.

10.03 Permittee and its contractors, shall maintain the Permit Premises during the permit term (e.g. security fencing, trash/debris clean-up and removal, etc.) and shall remove all materials, equipment and debris from the Permit Premises at the expiration of its permit term.

10.04 Permittee and its contractors, shall maintain the perimeter security of the area and the configurations of the roads during the permit term, any alterations, other than repairs, are not allowed without prior approval from the District.

10.05 No equipment or materials storage is allowed on the Lawndale Avenue Service Road and Canal Bank Road at any time.

10.06 No equipment or materials storage is allowed on the Permit Premises at any time.

10.07 No digging/excavation/underground work is allowed on the Permit Premises at any time.

10.08 Permittee and its contractors, shall restore, repair, or replace (to the District's satisfaction and at no cost to the District) any damage to the Permit Premises, the Lawndale Avenue Service Road, Canal Bank Road, the District's sludge line railroad, the District's sludge line railroad tracks, the railroad crossing, railroad signals and gates, or signs and guardrails caused by its activities.

10.09 Permittee and its contractors, shall maintain free and clear access to the Lawndale Avenue Service Road and Canal Bank Road at all times.

10.10 No complete shutdown of the Lawndale Avenue Service Road and Canal Bank Road is allowed. One open lane of traffic must be maintained at all times.

10.11 Permittee and its contractors, shall be responsible for providing traffic control for any of their work on or near the Lawndale Avenue Service Road and Canal Bank Road.

10.12 The access gates to the Permit Premises are currently secured with District locks. Permittee and its contractors, may add its lock(s) to the District locks in a "daisy chain" so as to provide access to the District, Permittee, and its contractors. Permittee and its contractors, shall contact the District's Sewer Management Unit at (708) 588-4080 to coordinate access.

10.13 District gate(s) shall be secured at all times in order to prevent unauthorized access and illegal dumping. If at any time Permittee and its contractors locks the District or other concerned parties out of District roads or parcels, the District reserves the right to remove Permittee and its contractors locks by any means and the District shall not be responsible for replacing such locks.

10.14 All District facilities must be protected and 24-hour access maintained.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, on the day and year first above written, the parties herefo have caused these presents, including Riders and Exhibits, if any, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO

By: \_\_\_\_\_  
Mariyana T. Spyropoulos  
Chairman of Committee on Finance

ATTEST:

\_\_\_\_\_  
Jacqueline Torres, Clerk

THE PEOPLE OF THE STATE OF ILLINOIS,  
DEPARTMENT OF TRANSPORTATION

By: John F. [Signature]  
Title: Regional Engineer

ATTEST:

By: John D. McDonald  
Title: Bureau Chief

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK        )

I, \_\_\_\_\_ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mariyana T. Spyropoulos personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_



**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Head Assistant Attorney

\_\_\_\_\_  
General Counsel

**APPROVED:**

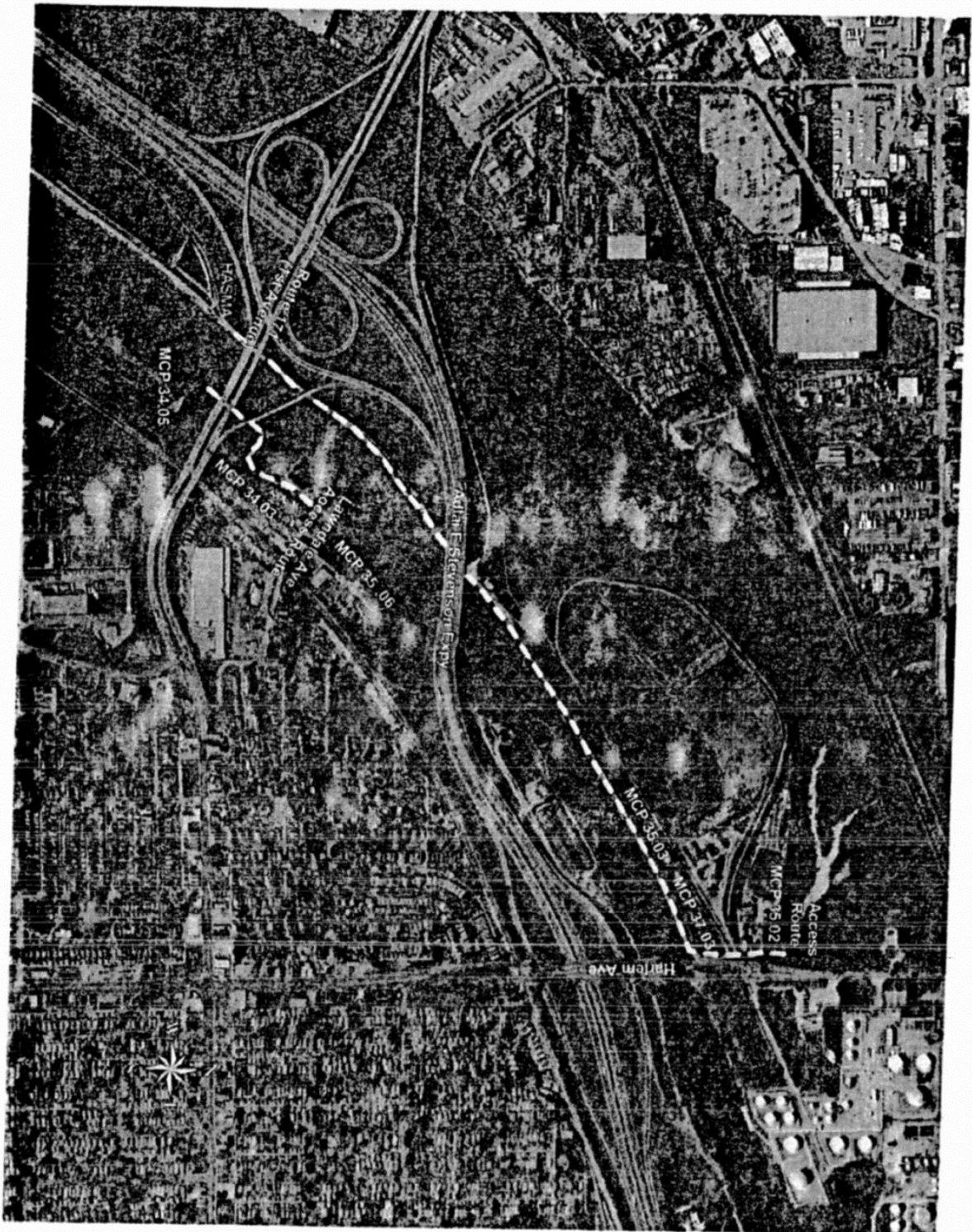
\_\_\_\_\_  
Executive Director

**RECEIVED:**

Fee \_\_\_\_\_

Insurance \_\_\_\_\_

Bond \_\_\_\_\_





## **RAILROAD FLAGGING (IC RR)**

### **RAILROAD FLAGGING (IC RR)**

Description. This work shall be performed as in accordance with Sections 107.12 and 109.05 of the Standard Specifications.

General Requirements. The flagging costs incurred for the work associated at the location of the Illinois Route 171 Bridge over the Illinois Central Railroad (IC RR) will be reimbursed by IDOT in accordance with Section 109.05 of the Standard Specifications. The Contractor is responsible for prepaying the CN in advance for flagging services provided. The Contractor shall deposit the cost of flagging services for thirty (30) days with the CN. If the Contractor uses less than 30 days, then the Contractor will be charged for the days used and the balance will be reimbursed back to the Contractor. The Contractor will then be reimbursed by IDOT for the actual number of flagging days used. The Contractor is required to conduct operations at all times in full compliance with the rules, regulations and requirements of the IC RR Special Provisions contained in the Contract Specifications and as described below.

The Contractor shall give thirty (30) days advance written notice to the Engineering Superintendent of the Railroad or his authorized representative prior to commencement of any construction work on the Improvement affecting the railroad property. The Contractor shall notify the Railroad sufficiently in advance of when the protective services are required. The Contractor shall make every effort to notify the Railroad in advance if a previously requested flagger will not be needed for any reason. Any costs for flagging protection provided by the Railroad at the Contractor's request for those days when the Contractor does not work shall be borne by the Contractor.

Basis of Payment. RAILROAD FLAGGING (IC RR) will be paid for according to Article 109.05 of the Standard Specifications.

## *IMPORTANT NOTICE*

### CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

### PARTNERSHIP

License must be signed by all of the partners.

### MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

## IC RR RIGHT OF ENTRY LICENSE AGREEMENT

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### RIGHT OF ENTRY LICENSE AGREEMENT

Illinois Central Railway Company (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to \_\_\_\_\_ (hereinafter called Licensee) license and permission, at Licensee's sole cost, risk and expense, to enter Railroad Company's property in the vicinity of \_\_\_\_\_, Railroad Milepost \_\_\_\_\_, \_\_\_\_\_ Subdivision for purposes related to \_\_\_\_\_ near \_\_\_\_\_, IL on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit, attached hereto and made a part hereof.

Licensee shall pay to Railroad Company upon execution of this License the sum of **\$750.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

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

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

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

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, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, 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**

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COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN 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 FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR 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 LICENSE, 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 LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, 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.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- c. Comprehensive General Liability (occurrence form) in an amount not less than \$5,000,000 dollars per occurrence, with an aggregate limit of not less than \$10,000,000 dollars. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Railroad Company name and its Parents  
Attn: Rob Glass  
17641 South Ashland Avenue  
Homewood, IL 60430  
708.332.6673 (office)  
[Rob.Glass@cn.ca](mailto:Rob.Glass@cn.ca)

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

- d. In the event the privileges provided herein to Licensee involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Licensee shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two

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million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Licensee is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

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

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

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on \_\_\_\_\_.

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

**ILLINOIS CENTRAL RAILWAY COMPANY**

By: \_\_\_\_\_

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

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

ACCEPTED:

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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### SPECIAL PROVISIONS

#### RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY 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 RAILWAY COMPANY

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum [www.contractororientation.com](http://www.contractororientation.com).

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact CN Special Agent James Conroy at 708-332-5947 or James.Conroy@cn.ca to be issued a vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting either Special Agent James Conroy or e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

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- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s) , and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by [www.e-railsafe.com](http://www.e-railsafe.com), along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

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

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements



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and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company'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. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be

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conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

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

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

- Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
- Horizontal: 12'-0" (3.81 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, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company'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 Manager of Railroad Company or their authorized representative.

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

Accepted: \_\_\_\_\_

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

## Request for flagging services Southern Region

TO: CN Date submitted: \_\_\_\_\_  
Attn: Mary Ellen Carmody, Audit Officer  
2800 Livernois, Suite 220  
Troy, Michigan 48083  
(248) 740-6227  
(248) 740-6036 fax  
maryellen.carmody@cn.ca

FROM: \_\_\_\_\_  
(Name)

I am requesting a flagman for the following project. All blanks below must be completely filled in before any flagman request will be honored. Proof of Insurance must accompany this form. Flagman will be provided within five (5) business days, at your cost, depending on availability. Direct your calls concerning availability and problems to (248) 740-6227.

Project Location: \_\_\_\_\_

RR milepost, Street, etc. \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_

\*\*Agreement or Authorization No.: \_\_\_\_\_ Dated: \_\_\_\_\_

With: \_\_\_\_\_

Contractor's Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date(s) Flagging needed: \_\_\_\_\_

Starting time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Location for flagman to report: \_\_\_\_\_

**Prepayment for WEEKDAY flagman protection is required, and must be submitted by over-night delivery to the address shown at the top of this page. The prepayment amount will be based on the number of weekdays a flagman is required, at the base rate of \$1000.00 per weekday (1-8 hour continuous period). Prepayment for WEEKEND flagman protection will be at the rate of \$150.00 per hour, with an eight hour (8) minimum of \$1,200.00. Any hours in excess of eight (8) continuous hours per flagman on either WEEKDAY or WEEKEND days are to be prepaid at the rate of \$150.00 per hour. Hours of flagman protection provided in excess of prepayment amounts will be billed at the proper rate and will be promptly paid by over-night delivery.**

**If project will run longer than originally anticipated, MaryEllen Carmody must be contacted in advance, and an additional check for the overrun submitted by over-night delivery.**

**Cost for a railroad S&C cable locate is \$250.00, and is to be prepaid by over-night delivery.**

**\*\* You must have an agreement with CN railroad subsidiary, such as a Right of Entry Permit, Formal Agreement or State, County, City Project Number and proof of insurance before you can enter the property.**

Description of work to be performed: \_\_\_\_\_

Will you receive State or Federal Funds as reimbursement for this project? Yes \_\_\_ No \_\_\_

**I agree to pay for flagging services as requested:**  
*Attach map or other location info and fax completed form with cover letter on your company's letterhead and proof of insurance to MaryEllen Carmody (248) 740-6036.*

[INSERT JPEG IMAGE FOR EXHIBIT A]

## CN RR RIGHT OF ENTRY LICENSE AGREEMENT



**Patrick Jones**  
**Manager Public Works**  
17641 South Ashland Avenue  
Homewood, IL 60430  
T 708.332.3557  
F 708.332.3514  
Email: patrick.jones@cn.ca

### Right of Entry (ROE) License Agreement Information

Cost is \$750.00\* for application

Railroad Company requires everyone (contractor, consultants, etc.) working on Railroad Company property to have a Right-of-Entry (ROE) License Agreement. ROE license agreement applications are handled by email. Once Railroad Company receives the information requested below, and if application is approved, Railroad Company will draw up a ROE License Agreement, and will forward electronic copy by email for applicant's execution. Applicant must return one (1) executed original copy, a check for \$750.00\*, and proof of insurance, together in one package to the address above. Application and ROE License Agreement will be delayed if Railroad Company receives the required documents separately, incomplete, or inaccurate. Railroad Company will return a fully executed digital copy of the ROE License Agreement by email for Applicant's files and records. No work may occur on Railroad Company property nor will flagging protection be provided until ROE License Agreement has been fully executed by both parties and returned. \* Fee may be increased for special handling.

Please use this form and return by email to submit application request for a Right of Entry agreement.

Contact name –

Name of Applicant/contractor -

Street Address –

City, State, Zip –

Telephone –

Reason for ROE –

Duration of ROE –

Public Agency's Project No. –

Public agency Easement No. (if known) –

Location of project –

FRA/AAR/DOT Crossing No. –

If unable to locate this number at jobsite, please use following links to obtain:

<http://safetydata.fra.dot.gov/officeofsafety/publicsite/crossing/xinqqryloc.aspx>

In Illinois

<http://www.icc.illinois.gov/railroad/advanced.aspx?>

If project job site does not have a FRA/AAR/DOT Crossing Number, please attach an aerial snapshot to help identify specific location.

**ROE may take up to 4+ weeks to obtain**  
FAQ

**What are the insurance requirements?**

Railroad Company allows outside parties to come onto Railroad Company property to perform work, such as survey or inspection work, installation of pipelines and wirelines, and other work for projects necessitating the occupancy of Railroad Company. Before commencing work, and until the license of allowing such occupancy ends or is terminated, outside parties shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

1. Minimum insurance required of outside party:
  - A. Statutory Workers Compensation and Employer's Liability Insurance.
  - B. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit.
  - C. Commercial General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000. The policy must name Railroad Company and its Parents as additional insureds in the following form:

Railroad Company name and its Parents  
Attn: Rob Glass  
17641 South Ashland Avenue  
Homewood, IL 60430  
708.332.6673 (office)  
[Rob.Glass@cn.ca](mailto:Rob.Glass@cn.ca)

The policy must remove any provisions excluding coverage for injury, loss or damage arising out of or resulting from doing business or undertaking construction or demolition on, near, or adjacent to railroad track or facilities using endorsement CG 2417 10 01 or equivalent approved by Railroad Company.

- D. When outside party is required by Railroad Company or Governing Authority to purchase Railroad Protective Liability Insurance to cover work on, near or adjacent to railroad track or facilities, and outside party is not being hired for this project by Railroad Company, outside party must procure Railroad Protective Liability Insurance in the following form:

This coverage shall be written on an Occurrence Form with limits of not less than \$5,000,000 per occurrence for Bodily Injury, Personal Injury and Physical Damage to Property, with an aggregate limit of not less than \$10,000,000. The policy must name:

Railroad Company name and its Parents  
Attn: Rob Glass  
17641 South Ashland Avenue  
Homewood, IL 60430  
708.332.6673 (office)  
[Rob.Glass@cn.ca](mailto:Rob.Glass@cn.ca)

- E. In the event the privileges provided herein to Applicant involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Applicant shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include,

without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Applicant is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

- F. All policies described above must include description of operations, Railroad Company milepost, highway or street name, city and state of location, project number, and Railroad Company contact person on the certificate.
2. Before commencing work, outside party shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverages and, if requested by Railroad Company, true and complete copies of the policies described above. If the policy is being issued in conjunction with, or as a result of, a city, county or state contract, the policy should be initially submitted to the respective city, county or state agency that will review it first and then forward it to Railroad Company.
3. Common Policy Provisions. Each policy described in paragraph 1, parts A through E above, must include the following provisions:
  - A. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured.
  - B. Each policy shall provide for not less than thirty (30) days prior written notice to Railroad Company at the address listed above of cancellation of or any material change in that policy.
4. It is understood and agreed that the foregoing insurance coverage requirements, and outside party's compliance with those requirements, is not intended to, and shall not, relieve outside party from, or serve to limit, outside party's liability and indemnity obligations under the provisions herein.
5. Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage required as circumstances or changing economic conditions may require. Railroad Company shall give outside party written notice of any such requested change at least thirty (30) days before the date of expiration of the then-existing policy or policies, outside party agrees to, and shall, thereupon provide Railroad Company with such revised policy or policies.
6. Insurance required of SUBCONTRACTOR:
  - A. If a SUBCONTRACTOR is to be employed by outside party to perform work on Railroad Company under or by the permission for occupancy granted to outside party by Railroad Company, before commencing work, the SUBCONTRACTOR shall provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 4 above.
  - B. In the alternative, before the SUBCONTRACTOR commences work for outside party on Railroad Company, outside party may provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 5 above, provided that all such insurance names SUBCONTRACTOR as an additional insured and all such insurance provides coverage to all additional insureds, including Railroad Company, for any liability arising out of work performed by all other additional insureds, including SUBCONTRACTOR.

**Is safety training required?**

Prior to any entry onto Railroad Company's property, the employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee not hired by Railroad Company that will work on CN property are required to have minimum [www.contractororientation.com](http://www.contractororientation.com).

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact CN Special Agent James Conroy at 708-332-5947 or James.Conroy@cn.ca to be issued a vendor number prior to accessing the noted website. Minimum information required of of a Contractor, Grantee, Licensee, or Permittee and/or their contractor when contacting either Special Agent James Conroy or e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email [rrsafetytraining@yahoo.com](mailto:rrsafetytraining@yahoo.com). This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee who will operate on-track machinery or those who will provide protection for other employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five (25) feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, subcontractors, and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by [www.e-railsafe.com](http://www.e-railsafe.com), along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of a Contractor, Grantee, Licensee, or Permittee and/or their contractor from Railroad Company's property at any time for any reason.



What are the flagging protection rates?

**Flagging protection Rates:**

Basic rate - 8 hour minimum = \$1,000.00 – Monday thru Friday regular business hours

Overtime rate - hours in excess of 8 hours = \$150.00/hr non regular business hours

Weekend or holiday rate = \$150.00 per hour with a 8 hour minimum or \$1,200.00

**Email the above back to [patrick.jones@cn.ca](mailto:patrick.jones@cn.ca)**

***Revised 03-15-2013***

**SAMPLE AGREEMENT BETWEEN BNSF RAILWAY COMPANY AND THE CONTRACTOR**

*TABLE OF CONTENTS (CONT'D)*

LAW DEPARTMENT APPROVED

**OVERPASS EXHIBIT "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:

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. 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.
- D. Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 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 RISK MANAGEMENT  
2500 Lou Menk Drive AOB-1

Fort Worth, TX 76131-2828  
Fax: 817-352-7207

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 the 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: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Manager Public Projects

Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_

Accepted and effective this \_\_\_\_ day of 20\_\_.

City: \_\_\_\_\_ State: \_\_\_ Zip: \_\_\_  
Fax: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**BNSF RAILWAY COMPANY GUIDELINES FOR PREPARATION OF BRIDGE DEMOLITION  
& REMOVAL PLAN OVER THE BNSF RAILWAY**

To facilitate bridge demolition and removal over the BNSF RR tracks during construction of the NB IL-171 Bridge (SN 016-2454), the Contractor is to follow the attached BNSF Railway Guidelines for Preparation of Bridge Demolition & Removal Plan over the BNSF Railway. The cost of preparing and submitting bridge demolition and removal plans using the BNSF Railway guidelines and applicable portions of Section 107.12 of the Standard Specifications shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

# **BNSF RAILWAY COMPANY**



**GUIDELINES FOR PREPARATION OF**  
**BRIDGE DEMOLITION & REMOVAL PLAN**  
**OVER THE BNSF RAILWAY**

**OFFICE OF DIRECTOR BRIDGE ENGINEERING**  
**KANSAS CITY, KANSAS**  
**August 21, 2008**



Guidelines for Preparation of Bridge Demolition and Removal Plan over the BNSF Railway

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Guidelines for Preparation of Bridge Demolition and Removal Plan over the BNSF Railway

**I. GENERAL**

**A. The Contractor's work shall in no way impede the train operations.**

1. The words "demolition" and "removal" will be used interchangeably in this Guideline.
2. The term "Railroad" refers to the Railroad's Engineers or designated representative.

**B. Safety takes precedence over productivity. The Contractor shall be responsible for planning and executing all procedures necessary to remove the structure in a safe, predictable manner.**

1. All employees of the Contractor and Subcontractors must be Safety Trained. Refer to <http://www.railroadsafetytraining.com>

**C. The Contractor shall develop a demolition plan ONLY AFTER CONSULTING WITH THE RAILROAD TO GET AN ESTIMATE OF THE RANGE OF TRACK WINDOWS THAT MIGHT NORMALLY BE AVAILABLE FOR THE JOB SITE.**

1. A Track Window is the elapsed time between approaching trains.
2. An estimate of the availability of Track Windows can be used by the Contractor to design a demolition plan. The estimated Track Window is a guideline and not to be considered as a guarantee for available working time.
3. A Track Window is highly variable, depending on the location. Low speed - low train density tracks have predictable Track Windows. The opposite is true for high density- high speed main tracks. The Railroad can furnish a range of Track Windows that might be expected at a specific location under normal train traffic conditions.
4. Plan the demolition procedures based upon the smallest ESTIMATED Track Window. Do not assume the longest Track Window will be available on any given day. Do not assume the same Track Windows will be available from one day to the next.

**D. The Railroad's tracks and property shall be protected at all times.**

1. Removal procedures shall take into account SEVER WEATHER CONDITIONS, including high winds, heavy rains and snowfall accumulation.
2. The contractor shall ensure that all areas adjacent to active tracks shall remain free from hazards.
  - a) Trainmen must have an unobstructed walkway available parallel to all active tracks.
  - b) All open excavations shall be protected with fencing.
  - c) Do not store materials or equipment within 25 feet of the centerline of an active track.
3. Protect the project area from vandalism.
  - a) Do not leave debris where vandals could place it on the tracks to drop it onto the tracks from an overhead structure.

Guidelines for Preparation of Bridge Demolition and Removal Plan over the BNSF Railway

- b) Secure all heavy equipment from potential movement by vandals.
- c) Do not store flammable materials on railroad right of way. Remove combustible waste materials daily. Do not store fuel or other flammable liquids on railroad right of way.

**E. All demolition materials and scrap shall be disposed of outside the Railroad right-of-way at no expense to the railroad. At the conclusion of the project, the area must be left in a clean and graded condition to the exclusive satisfaction of the Railroad.**

**F. No work is allowed within 25 feet of the nearest track unless protected by a Railroad Flagman. When trains approach the work site, all demolition activity within 50 feet of the track shall stop until the entire length of the train has passed the work site.**

**G. The staged demolition of any portion of a structure over or adjacent to operational tracks will not jeopardize the stability of other parts of the structure awaiting demolition.**

- 1. Where multiple tracks are involved, the demolition plan should be engineered as much as practical such that no more than one track is rendered impassable at any given moment.

**H. No blasting will be permitted on Railroad's right-of-way.**

## **II. BRIDGE REMOVAL PLAN**

**A. The Contractor shall submit a detailed Bridge Removal Plan to the Railroad. The Bridge Removal Plan shall encompass the following:**

- 1) Provide a scale drawing showing the plan view, elevation and location of the structure and locations of any access roads needed on railroad right of way to access the job site. The as-built drawings may be used for the submittal provided the removal steps are clearly marked and legible.
- 2) Indicate the position of all railroad tracks below the bridge. Identify each track as mainline, siding, spur, etc. Identify locations where temporary crossings will be installed to cross equipment over each track.
- 3) List in sequential order, all procedures necessary to remove the bridge in a safe and controlled manner. Include step by step details of each sequence and the elapsed time required to execute the sequence. The removal plan must specify which, if any, sequences will render a track impassable to trains during execution of the sequence. If more than one track is adjacent to the work area, specify which tracks will be impassable during execution of each sequence.
- 4) Include text, drawings or photos to communicate the types of equipment that will be utilized. Include diagrams showing the position of the equipment in relation to the tracks. Where cranes are to be used, furnish the lifting capacities of the crane at the anticipated radius and the weights of components to be removed.

Guidelines for Preparation of Bridge Demolition and Removal Plan over the BNSF Railway

- 5) For every sequence, specify the minimum horizontal clearance from centerline of track and the minimum vertical clearance above top of rail for equipment, falsework, rubble shields and temporary supports. If a crane is to be utilized, include clearances for the backswing radius of the crane counterweight and the position of the outriggers. (Refer to the attached frame protection diagram for the minimum allowable vertical and horizontal clearances.)
- 6) If the removal plan includes concrete demolition, include the details of rubble control such as maximum anticipated size of rubble, drop distance, shield size and shield position.
- 7) The Bridge Removal Plan will indicate locations and types of temporary supports, shoring, cables or bracing required. Refer to current standard drawing 106613 "General Shoring Requirements" "Guidelines for Design and Construction of Falsework for Structures" and "Guidelines for Design and Construction of Shoring Adjacent to Active Railroad Tracks", and the appropriate Federal, State and local regulations and building codes.
- 8) If any temporary supports interfere with the natural drainage along the Railroad right-of-way, a temporary drainage diversion plan shall be included in the Bridge Removal Plan. The drainage plan shall route all surface water away from the railroad tracks.
  - a) Do not block drainage in side ditches with debris.
  - b) Do not place footing blocks in drainage ditches.
  - c) Surface runoff must be diverted away from the footing block excavations to avoid saturation of the underlying supporting soils.
- 9) The Demolition Plan shall include details, limits, and locations of protective shields or other measures designed to protect the rails, ties and ballast from falling debris. Include details of catchment apparatus necessary to protect the tracks from rolling debris that may fall onto side slopes. Include the design load for the shields for both the maximum static load and the maximum anticipated impact loads from falling debris. Specify the type of equipment that will be utilized to remove the debris and shields from operational tracks.
- 10) Protection of the track ballast section must be provided to avoid contamination of the rock with fine dust and mud produced during demolition activities. Filter fabric or some other effective means of prevent ballast contamination should be incorporated into the Demolition Plan.
- 11) All overhead and underground utilities in the area affected by removal of the bridge shall be located on the drawings, including any fiber optic, railroad signal, and communication lines.
- 11) Indicate the limits of demolition of substructures, including depths and dimensions of excavations that might be necessary to demolish buried footings.
- 12) The Demolition Plan should include details of planned on-site fire suppression.

**B. The Contractor shall submit to the Railroad: three (3) complete sets of the Bridge Removal Plan for review and comments.**

Guidelines for Preparation of Bridge Demolition and Removal Plan over the BNSF Railway

1. The Plan shall be sealed by a Civil or Structural Engineer registered in the state where the proposed demolition will take place.
2. A minimum of four (4) weeks shall be expected for the Railroad's review after the complete submittal is received.
3. No removal operations will be permitted over the Railroad right of way until the submitted material has been reviewed and approved.

**C. Approval and/or comments furnished by the Railroad in the course of review of the Contractor's Removal Plan will not relieve the Contractor of the ultimate responsibility for the safe and secure demolition of the structure.**

### III. PROCEDURE

**A. The Bridge Removal Plan must be executed such that stability is continuously maintained for the standing portions of the structure over all tracks.**

- 1) All members of the structure being demolished must be continuously supported to resist high winds, including wind buffets and suction forces generated by high speed trains.

**B. Prior to proceeding with bridge removal, the sealing Civil or Structural Engineer, or his authorized representative, shall inspect all components of the temporary support shoring, including temporary bracing and protective coverings, insuring conformity with the working drawings.**

- 1) The sealing Engineer shall certify in writing to the Railroad that the work is in conformance with the drawings and that the materials and workmanship are satisfactory.
- 2) A copy of this certification shall be available at the job site at all times.

**C. Well in advance of planned work, coordinate the removal schedule with the Railroad.**

- 1) No work is allowed within 25 feet of the nearest active track unless protected by a Railroad Flagman.
- 2) All the removal work within 25 feet of the nearest active track shall be performed during the Track Windows granted by the Railroad Flagman.
- 3) When trains pass the work site, all demolition activity within 50 feet of the track shall stop until the entire length of the train has passed the work site.

**D. All substructures shall be removed to at least 3 feet below the final finished grade or at least 3 feet below base of rail whichever is lower, unless otherwise specified by the Railroad.**

Guidelines for Preparation of Bridge Demolition and Removal Plan over the BNSF Railway

**E. All debris and refuse shall be removed from the railroad right of way by the Contractor. The premises shall be left in a neat and presentable condition to the exclusive satisfaction of the Railroad. Soils contaminated by fuel spills, hydraulic oil leaks, etc. will be removed from railroad right of way and replaced to the exclusive satisfaction of the Railroad.**

**F. The work progress shall be reviewed and logged by the Contractor's Engineer. Should an unplanned event occur, the Contractor shall inform the Railroad and submit a procedure to correct or remedy the occurrence.**

**G. Beam removal and all other demolition procedures shall take place as much as practicable with equipment positioned above the track. In the rare case that beams require removal from below the structure, the following steps shall be taken before beams are allowed to straddle the tracks:**

- 1) Certain territories with high density train traffic, especially where multiple main tracks are affected, may not grant Track Windows on all tracks simultaneously. Beam removal from the underside of structures may not be possible unless the procedure can be accomplished in very short Track Windows or be engineered such that only one track is affected.
- 2) The work shall be scheduled well in advance with the Railroad's Service Unit Superintendent subject to the Railroad's operational requirements for continuous train operations. The beam removal plan must be engineered to minimize the Track Window time.
- 3) The rails, ties and ballast shall be protected. No equipment will be crossed over or placed on the tracks unless pre-approved by the Railroad.
- 4) The beams shall be blocked to prevent the beams from coming into contact with the rails. Blocking shall not be placed on the rails or ties.
- 5) Upon approach of a train, the beams and all personnel and equipment will be moved a position to provide a minimum of 15 feet horizontal clearance and 21 ft. vertical clearance from the nearest rail. Care must be exercised to insure that crane booms are rotated to a position parallel with the track.

#### **IV. TRACK PROTECTION**

**A. The track protective cover shall be constructed before beginning bridge removal work and may be supported by falsework or members of the existing structure. See the attached "Track Shield Detail and Frame Protection Detail" for additional requirements. The following are examples of protective covers that may be acceptable:**

- 1) A decking supported by the bridge or a suspended cover from the bridge above the track clearance envelope.
- 2) A track shield cover over the tracks per the attached detail.

Guidelines for Preparation of Bridge Demolition and Removal Plan over the BNSF Railway

- 3) A framed cover outside the track clearance envelope.
- 4) A catcher box or loader bucket under decking and parapets overhanging the exterior girders.
- 5) Protection of the track ballast section must be provided to avoid contamination of the rock with fine dust and mud produced during demolition activities. Filter fabric or some other effective means of prevent ballast contamination should be incorporated into the Demolition Plan.

**B. Construction equipment shall not be crossed over or placed on the tracks unless the rails, ties and ballast are protected against damage.**

- 1) Track protection is required for all equipment including rubber tired equipment.
- 2) A list of equipment to be crossed over or positioned on the tracks along with the intended method of protection shall be submitted to the railroad for approval prior to use at the job site.

**C. Temporary haul road crossings shall be either Timbers or Precast Concrete Panels. The type of crossing shall be determined by the Railroad.**

- 1) Solid timbers or ballast with timber headers shall be used between multiple tracks.
- 2) If the job site is accessible to the public, all temporary haul road crossings shall be protected with barricades or locked gates when the Contractor is not actively working at the site.
- 3) Installation and removal of temporary track crossings for equipment shall be scheduled well in advance with the Railroad.

## V. CRANES

**A. When cranes are operated over or adjacent to the tracks the following is required:**

- 1) The Contractor shall verify that the foundations and soil conditions under the crane and crane outriggers can support the loads induced by the crane under an assumed maximum capacity lift. The size and material type of crane mats shall be rigid and of sufficient capacity to safely distribute the crane loads.
- 2) Front end loaders and backhoes cannot be used in place of a crane to lift materials over the tracks. These types of equipment do not have the necessary safety features built into the machines to circumvent overloading and tipping. Only cranes with the rated capacity to handle the loads may be used.
- 3) Additional track protection may be required for a crane when crossing over the track. The protection methods shall be submitted to the Railroad for review and comment well in advance of intended use.

Guidelines for Preparation of Bridge Demolition and Removal Plan over the BNSF Railway

- 6) Cranes and other equipment utilizing outriggers shall not place outriggers on the tracks or ballast.
- 7) Cranes or crane booms shall not be positioned within the track clearance envelope without Railroad Flagman protection. Cranes operating from a position farther than 25 ft. from the nearest track will need a Railroad Flagman present if the boom length is such that it could fall onto a track.
- 8) During passage of a train, the Crane Operator must stop all movements. Crane Operators shall remain in the cab with motor at idle with the load lines, boom, rotation and travel controls locked and stationary until the full length of the train has passed the job site.

## VI. CUTTING TORCHES

**A. When a cutting torch or welding equipment is used in the demolition process, the following steps shall be taken:**

- 1) Fire suppression equipment is required on-site.
- 2) Do not use a torch over, between, or adjacent to the tracks unless a steel plate protective cover is used to shield against sparks and slag coming into contact with timber ties. Care shall be taken to make certain the use of a steel plate does not come in contact with the rails. See "Track Shield Details" for other requirements. Details of the shield shall be submitted to the Railroad for approval.
- 3) Wet the ties below the steel plate and wet other timbers and flammable demolition debris located near cutting areas.
- 4) Monitor the work site for at least three hours after cutting has ceased to detect a smoldering fire.

**B. Extensive overhead cutting may require more robust fire suppression equipment and precautions than what would normally be required for routine cuts.**

- 1) On days when extensive torch cutting is planned, the Contractor shall have a larger water supply on hand or take other measures as needed to effectively suppress fires.
- 2) Overhead torch cutting and welding must cease upon approach and passage of a train.
- 3) Extensive torch cutting shall not take place during high winds.
- 4) Contractor will clear vegetation and other combustible debris from the surrounding work areas prior to engaging in extensive torch cutting.



Guidelines for Preparation of Bridge Demolition and Removal Plan over the BNSF Railway

## VII. UTILITIES

**A. The demolition operations shall be planned such that the utility lines are operating safely at all times. The utility lines shall be protected if affected by demolition operations. All the work associated with utility lines should be coordinated by the contractor with the respective utility companies.**

## VIII. HAZARDOUS MATERIALS

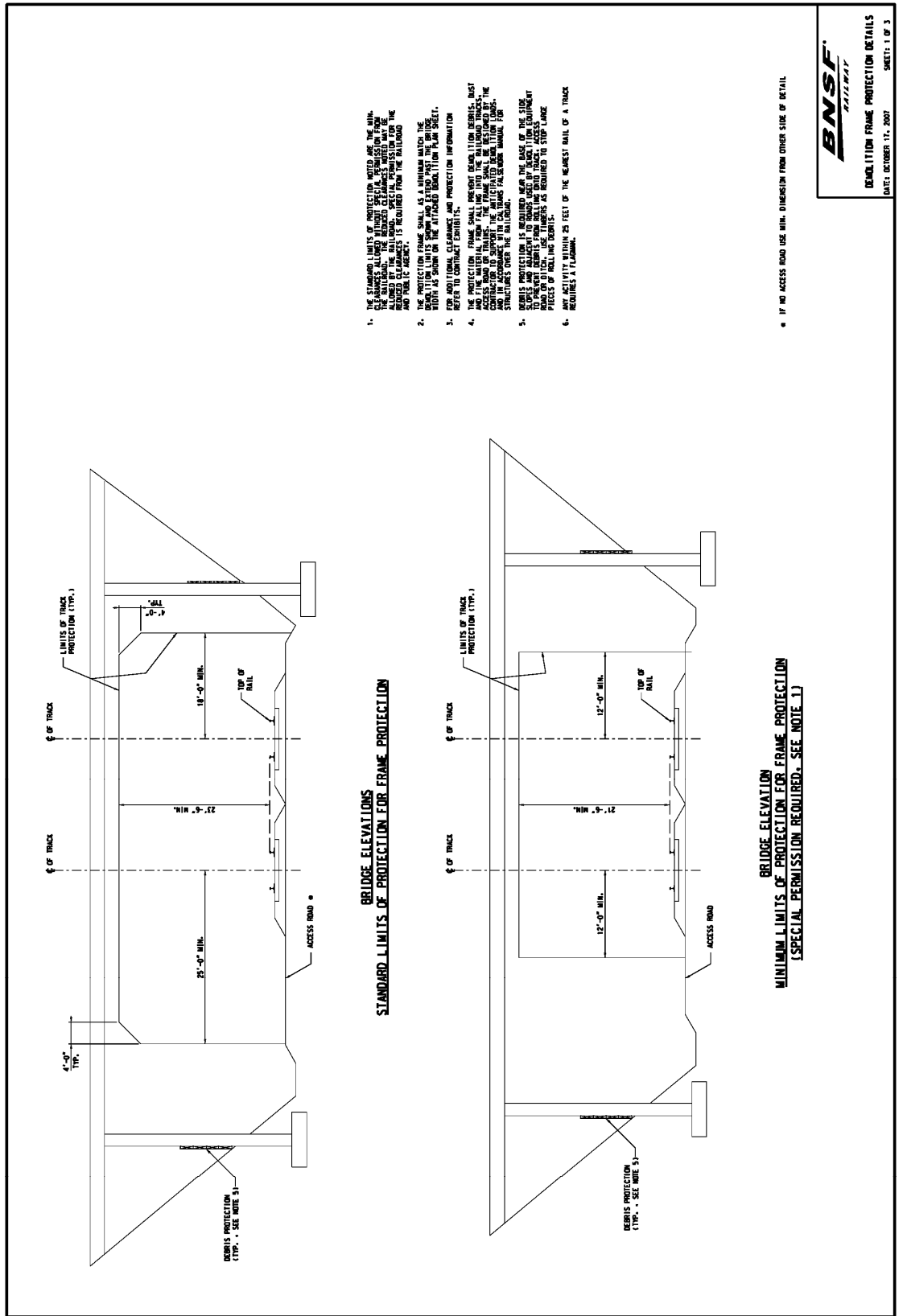
**A. If any hazardous materials are discovered, provide material protection as specified in local hazardous material codes and immediately contact the Railroad.**

- 1) If pipelines are attached to the structure, pipes must be purged of flammable or hazardous materials prior to beginning demolition.
- 2) Fuel spills, hydraulic fluid releases, equipment oil leaks or any other release of contaminants must be reported to the Railroad. Contaminated soils must be removed and replaced to the satisfaction of the Railroad.

Guidelines for Preparation of Bridge Demolition and Removal Plan over the BNSF Railway

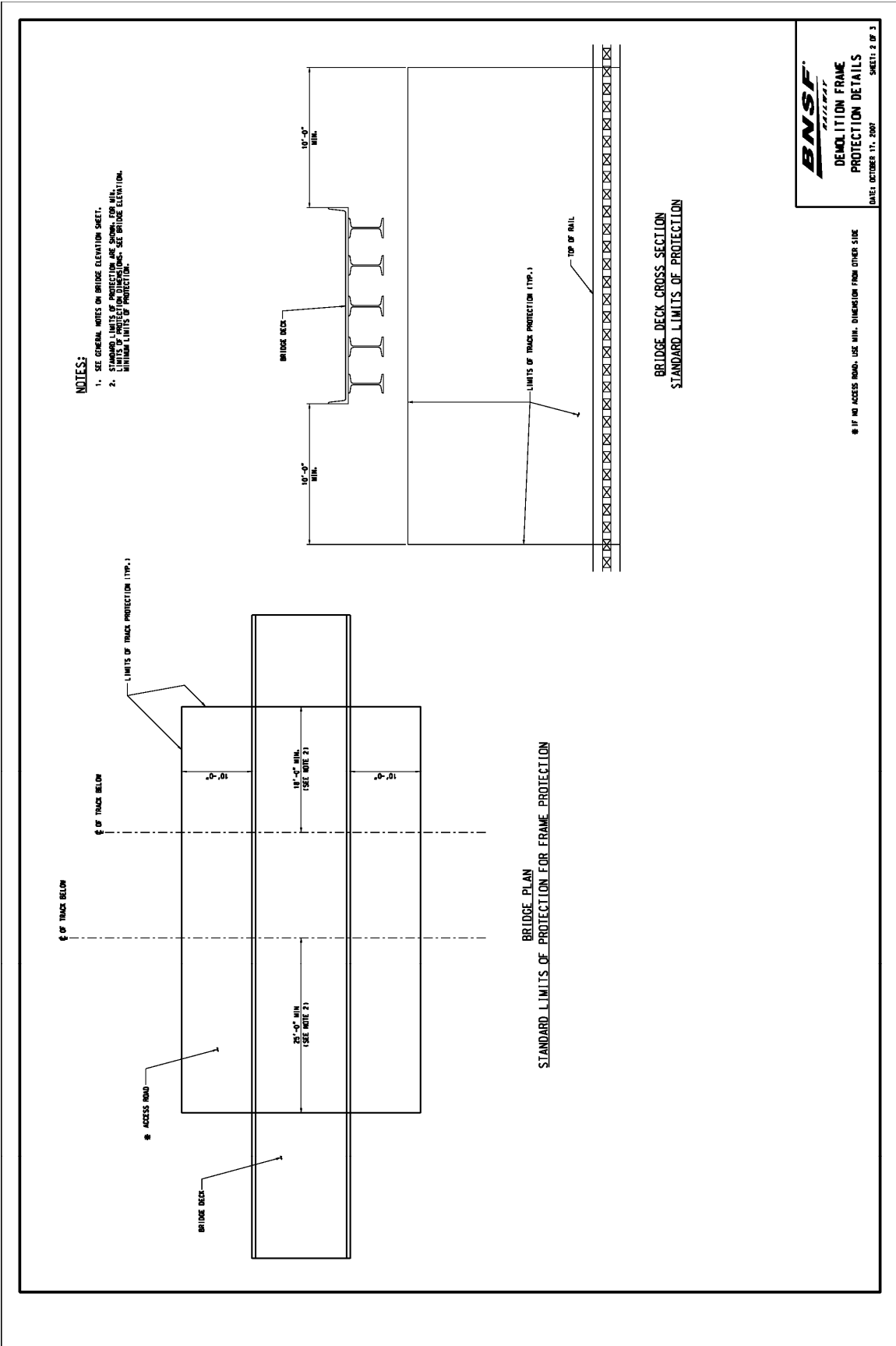
## **APPENDIX – BNSF-UP Demolition Drawings**

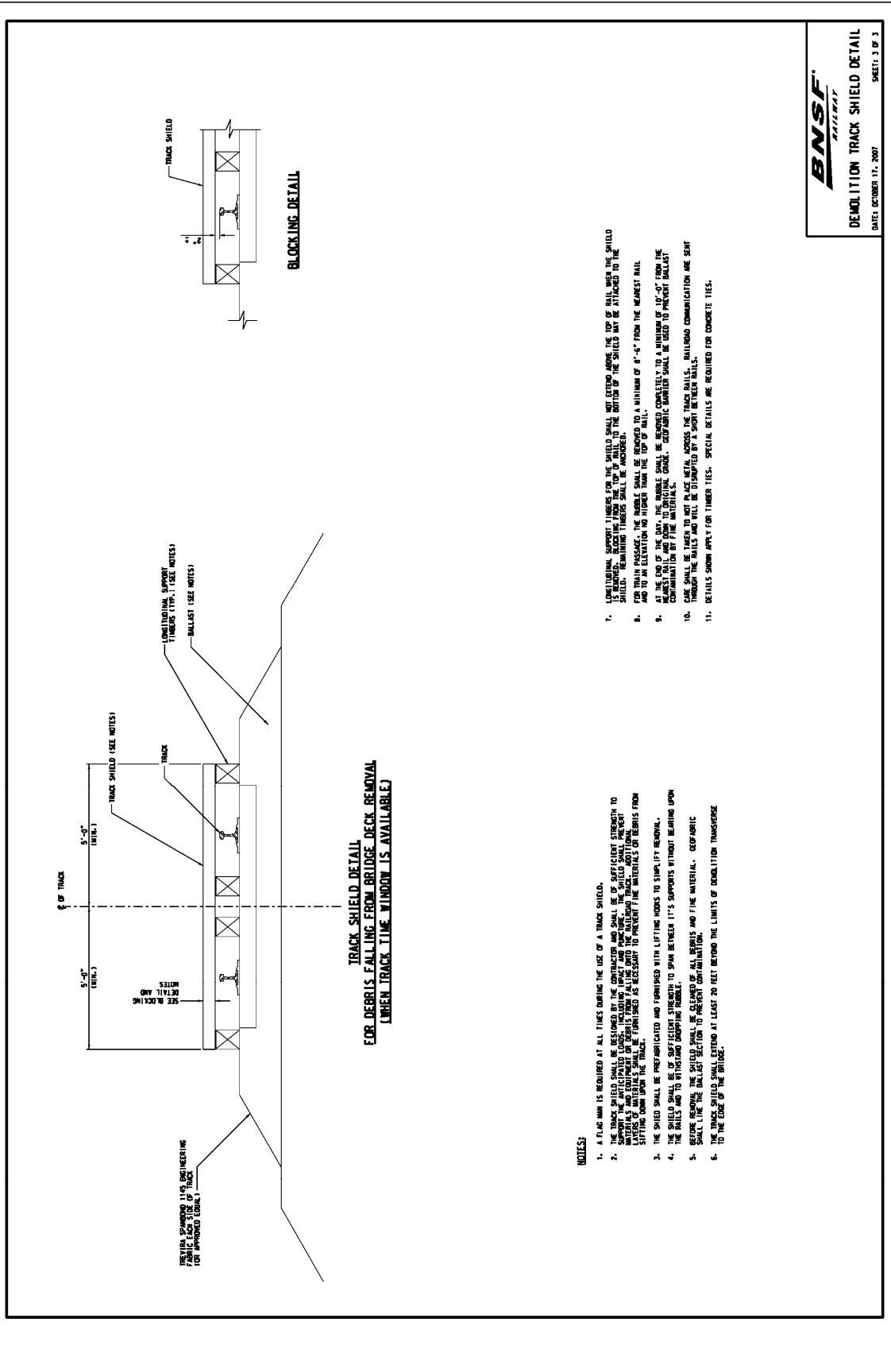
- Demolition Frame Protection Details (Sheets 1 of 3 & 2 of 3)
- Demolition Track Shield Details (Sheet 3 of 3)



**BNSF**  
 RAILWAY

DEBRIS PROTECTION FRAME DETAILS  
 DATE: DECEMBER 17, 2007  
 SHEET: 1 OF 3





**TRACK SHIELD DETAIL  
 FOR DEBRIS FALLING FROM BRIDGE DECK REMOVAL  
 (WHEN TRACK TIME WINDOW IS AVAILABLE)**

**BLOCKING DETAIL**

**NOTES:**

1. A FLAG MAN IS REQUIRED AT ALL TIMES DURING THE USE OF A TRACK SHIELD.
2. THE TRACK SHIELD SHALL BE DESIGNED BY THE CONTRACTOR AND SHALL BE OF SUFFICIENT STRENGTH TO WITHSTAND THE WEIGHT OF DEBRIS FALLING FROM THE BRIDGE DECK. THE CONTRACTOR SHALL FURNISH LIFTING HOODS TO PREVENT THE MATERIALS OR DEBRIS FROM SPLITTING DOWN UPON THE TRACK.
3. THE SHIELD SHALL BE PREFABRICATED AND FURNISHED WITH LIFTING HOODS TO SIMPLIFY REMOVAL.
4. THE SHIELD SHALL BE OF SUFFICIENT STRENGTH TO SPAN BETWEEN IT'S SUPPORTS WITHOUT BEARING UPON THE RAILS AND TO WITHSTAND DRIPPING RAIN.
5. BEFORE REMOVAL THE SHIELD SHALL BE CLEARED OF ALL DEBRIS AND FINE MATERIAL. GEOPARTIC SHALL LINE THE BALLAST SECTION TO PREVENT CONTAMINATION.
6. THE SHIELD SHALL BE REMOVED AT LEAST 20 FEET BEYOND THE LIMITS OF DEMOLITION TRANSVERSE TO THE EDGE OF THE TRACK.
7. LONGITUDINAL SUPPORT TIMBERS FOR THE SHIELD SHALL NOT EXTEND ABOVE THE TOP OF RAIL WHEN THE SHIELD IS REMOVED. REMAINING TIMBERS SHALL BE PROTECTED.
8. THE SHIELD SHALL BE REMOVED TO A MINIMUM OF 4'-0" FROM THE NEAREST RAIL AND TO AN ELEVATION NO HIGHER THAN THE TOP OF RAIL.
9. AT THE END OF THE DAY, THE RUMBLE SHALL BE REMOVED COMPLETELY TO A MINIMUM OF 10'-0" FROM THE NEAREST RAIL AND DOWN TO ORIGINAL GRADE. GEOPARTIC CURBLET SHALL BE USED TO PREVENT BALLAST FROM SPREADING.
10. RUMBLE SHALL BE PLACED TO THE RAIL ACROSS THE TRACK RAILS. BALLAST CONTAMINATION ARE SORT THROUGH THE RAILS AND WILL BE CUMPLETED BY A SORTER BETWEEN RAILS.
11. DETAILS SHOW APPLY FOR TIMBER TIES. SPECIAL DETAILS ARE REQUIRED FOR CONCRETE TIES.

**BNSF**  
 RAILWAY  
**DEMOLITION TRACK SHIELD DETAIL**  
 DATE: OCTOBER 11, 2007  
 SHEET: 3 OF 3

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 DOT-assisted contracts. 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 contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. Davis-Bacon and Related Act Provisions**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:



(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.