



Illinois Tollway
Open Roads for a Faster Future

Tollway Supplemental Specifications

to the

Illinois Department of Transportation

**Standard Specifications for Road and
Bridge Construction (2002)**

Issued October 2006

The Illinois State Toll Highway Authority

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TOLLWAY SUPPLEMENTAL SPECIFICATIONS
TO THE IDOT
STANDARD SPECIFICATIONS FOR
ROAD AND BRIDGE CONSTRUCTION
ADOPTED JANUARY 1, 2002

Issued October 2006

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Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 101. DEFINITIONS OF TERMS

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace this section of the IDOT Standard Specifications for Road and Bridge Construction adopted January 1, 2002 in its entirety with the following.

Any references as "Department" or "State" in IDOT Standard Specification shall be interpreted as "Tollway".

Wherever in these Specifications or in any Contract Documents and instruments relating to construction where these Specifications govern, the following terms (or pronouns in place of them) are used, their intent and meaning shall be as follows:

101.01 Abbreviations. Wherever any of the following are used in these Specifications, any Supplemental Specifications, any Special Provisions, Addenda or Plans, they are to be construed to be the same as the expression they represent.

AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADAAG	United States Americans with Disabilities Act Architectural Guidelines
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
AREMA	American Railway Engineering Maintenance of Way Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers

ASLA	American Society of Landscape Architects
ASEE	American Society of Electrical Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials Code Association
BWC	Bridge Welding Code
EPA	United States Environmental Protection Agency
FAA	Federal Aviation Administration
FCC	Federal Communication Commission
FHWA	Federal Highway Administration, Department of Transportation
FSS	Federal Specifications and Standards, General Service Administration
GSA	General Service Administration
IBC	International Building Code
ICEA	Insulated Cable Engineers Association
IDNR	Illinois Department of Natural Resources
IDOT	Illinois Department of Transportation
IEEE	Institute of Electrical and Electronic Engineers
IEMA	Institute of Emergency Management Agency
IEPA	Illinois Environmental Protection Agency
IES	Illuminating Engineering Society
ILAC	Illinois Accessibility Code of the Capital Development Board
ILPC	Illinois Plumbing Code of the Illinois Department of Public Health

IMSA	International Municipal Signal Association
ISO	Insurance Service Organization
ISTHA	Illinois State Toll Highway Authority
ITE	Institute of Transport Engineering
MUTCD	Illinois Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NRMCA	National Ready-Mix Concrete Association
SAE	Society of Automotive Engineers
SSPC	Steel Structures Painting Council
UL	Underwriter's Laboratories
USACE	United States Army Corps of Engineers
USASI	United States of America Standards Institute
USDA	United States Department of Agriculture

101.02 Access. Any roadway facility by means of which vehicles can enter or leave an arterial highway. Included are intersections at grade, private highways, and ramps or separate lanes connecting with cross streets or frontage roads.

101.03 Addendum. Written interpretation or modification of any of the Contract Documents which will be mailed or delivered to prospective Bidders prior to the opening of bids.

101.04 Adjusted Contract Award Amount. The Original Contract Award Amount plus the net increase/decrease due to approved Change Orders and/or Extra Work Orders to date.

101.05 Advertisement for Bids. The public announcement by the Tollway inviting prospective Bidders to submit Proposals for The Work.

101.06 Affidavit of Availability. A sworn affidavit indicating all work under contract, pending awards, all subcontracts and value of subcontracts.

101.07 Approved Equal. Whenever the term "equal" or "approved equal" is used in these Standard Specifications with respect to the use of a specific article, material or equipment in the Contract, it shall mean that the Contractor may substitute items of comparable quality, design and efficiency,

subject to the Engineer determining the acceptability of such articles, materials or equipment.

101.08 Award. The decision of the Tollway in the form of a letter of intent to accept the proposal of the lowest responsive bidder for the work, subject to the approval and execution of a satisfactory contract by the Tollway, receipt of a bond to secure the performance thereof, and compliance with such other conditions as may be specified or otherwise required by law.

101.09 Bid Bond. The bond, in a form acceptable to the Tollway, given by the Bidder as security for the Proposal Guaranty in lieu of a bank draft, certified check, or cashier's check. All bonds provided to the Tollway must be from a Surety which is listed in the United States Department of Treasury's current Federal Register and must be licensed to conduct surety guarantees in the State of Illinois.

101.10 Bidder. An individual, partnership, firm or corporation, or any combination thereof, formally submitting a Proposal for performing The Work.

101.11 Bid Documents. All documents and agreements pertaining to the performance and construction of The Work, including the Contract Requirements which may include, but are not necessarily limited to, Advertisement for Bids, Instructions to Bidders, and the Proposal Form; the form of Contract; the recommended outline for preparing the Progress Schedule; the Plant and Equipment Questionnaire; the Statement of Experience and Financial Condition; the Plans; the Standard Specifications; the Supplemental Specifications, if any; the Special Provisions, if any; Addenda, if any; the form of Proposal Guaranty; the form of Certificates of Insurance; the form of Performance Bonds; the form of Payment Bonds; the form of Incumbency Certificate; and form of Secretary's Certificate.

101.12 Board. The Board of Directors of the Tollway.

101.13 Bridge. A structure, including supports, erected over a depression or an obstruction, such as, but not limited to, a waterway, highway, or railway, and having a track or passageway for carrying traffic or other moving loads.

101.14 Business Day. Any day on which the Tollway's Central Administration offices are open to the public.

101.15 Calendar Day. Every day shown on the calendar, Sundays and holidays included.

101.16 Cataclysmic Event. An occurrence, caused exclusively by any of the irresistible forces of nature that is an unexpected, singular event without continued, persistent existence or that is irregularly predictable. The event must occur without the involvement of human causative action, and must not be preventable or capable of substantial limitation in its impact by application of human care, skill, or foresight. Cataclysmic events include earthquakes, floods, flash floods of surface water caused by heavy rains and runoff water, tornadoes, or other cataclysmic phenomena of nature. A flood, defined as water in excess of the channel capacity of a river, stream, or other body of water is not a cataclysmic event, unless the flood water elevation exceeds the 100-year flood elevation as defined in the contract.

101.17 Certificate of Eligibility. A certificate issued by IDOT to contractors indicating the Contractor's financial rating, work ratings, and the effective period of prequalification.

101.18 Change Order. A written order to the Contractor signed by the Chief Engineer ordering a change in The Work resulting in increases or decreases in the quantity of or cancellations of any one or more of the unit price or lump sum items.

101.19 Channel. A natural or artificial water course.

101.20 Chief, Bureau of Construction. The Chief Engineer of the Tollway.

101.21 Chief Engineer. The Chief Engineer of the Tollway.

101.22 Completion Date. The calendar date of completion of The Work as designated by the Tollway in the Bid Documents.

101.23 Construction Section. Any one of the numerous divisions into which construction of the roadway, facilities and appurtenances of the Toll Highway may be divided for the purpose of awarding Contracts.

101.24 Construction Engineer. The Engineer or firm of engineers and their duly authorized employees, agents and representatives engaged by the Tollway to observe The Work to determine whether or not it is being performed and constructed in compliance with the Contract.

101.25 Consulting Engineer. The Engineer or firm of engineers retained by the Tollway for the purpose of carrying out the duties imposed on the Consulting Engineer pursuant to the terms and conditions of the contract between the Consulting Engineer and the Tollway and any trust indenture entered into by or on behalf of the Tollway.

101.26 Contract . The written agreement executed between the Tollway and the successful Bidder and any supplemental agreements duly executed, establishing the terms and conditions for the performance and construction of The Work and the furnishing of labor, materials and equipment by which the Contractor is bound to perform The Work and to furnish labor, equipment and materials, and by which the Tollway is obligated to compensate the Contractor therefore at the established rate or price. The Contract also includes the Advertisement to Bidders, Instructions to Bidders, the Proposal, the Standard Specifications, Bonds, the drawings, the Special Provisions, the Plans, the Specifications and all Addenda and any Extra Work Order, Change Order or Supplemental Agreement after execution of the Agreement.

101.27 Contract Bonds . The bonds required under Article 103.05 of these Specifications called the Payment Bond and Performance Bond, constituting parts of the Contract Documents, and executed as required by the Contractor and its Surety or Sureties. All bonds provided to the Tollway must be from a Surety which is listed in the United States Department of Treasury's current Federal Register and must be licensed to conduct surety guarantees in the State of Illinois.

101.28 Contract Documents. All the documents mentioned under the definition of "Contract".

101.29 Contract Time. The period from the date of commencement of The Work as established in the Notice to Proceed to and including the Completion Date.

101.30 Contractor. The individual, partnership, firm, or corporation, or any combination thereof, who has entered into the Contract.

101.31 Culvert. A drainage structure extending across or beneath a traveled way and having a tubular or box-type cross-section.

101.32 Day. The word "day" means Calendar Day unless otherwise specified.

101.33 Design Section. Any one of the numerous divisions into which design of the roadway, facilities, and appurtenances of the Toll Highway may be divided for the purposes of design.

101.34 Design Section Engineer. The Engineer or firm of engineers and their duly authorized employees, agents and representatives engaged by the Tollway to prepare the Plans and Special Provisions for a Design Section.

101.35 District Engineer. The Chief engineer of the Tollway.

101.36 Engineer. The Chief Engineer and his duly authorized subordinates, agents and representatives acting within the scope of the particular duties delegated to them.

101.37 Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

101.38 Extra Work. An item of construction and/or performance not provided for in the Contract but determined by the Engineer and approved by the Tollway to be essential to the satisfactory completion of The Work. This may include deletion of portions of The Work.

101.39 Extra Work Order. A written agreement entered into by and between the Tollway and the Contractor for the performance of Extra Work.

101.40 Inspector. An authorized representative of the Engineer.

101.41 Laboratory. A laboratory operated by or engaged by the Engineer for testing the materials to be used in The Work.

101.42 Material. Any substance specified for use in the construction of The Work and its appurtenances.

101.43 Median. The portion of a divided highway separating the traveled ways for traffic in opposite directions.

101.44 Notice of Award

A written notice from the Tollway to the apparent successful Bidder that the Tollway is planning to award the Contract to that Bidder. This notice will also establish the times and dates for contract signing and the pre-construction conference.

101.45 Notice to Proceed. A written or telegraphic notice from the Chief Engineer to the Contractor that will be issued after the Board has approved the Contract, which notice designates the date for commencement of The Work by the Contractor pursuant to the terms and conditions of the Contract.

101.46 Original Contract Award Amount. The total amount of the Proposal, as awarded by the Board.

101.47 Pavement Structures. The combination of subbase, base course, and surface course placed on a subgrade to support traffic load and distribute it to the roadbed.

101.48 Pay Item. An item of work specifically described in any one or more of the Contract Documents for which a price, either a unit or lump sum, is therein provided including, but not limited to, all labor, equipment, and materials therein described.

101.49 Plans. The plans or exact reproductions thereof bearing a stamp and signature of the Chief Engineer indicating approval of the Tollway which show the location, character, dimensions, and details of The Work, including shop drawings which are considered as a part of the Contract.

101.50 Proposal. The offer of the Bidder to construct and perform The Work, when made out and submitted on the prescribed Proposal Form, and properly signed.

101.51 Proposal Form. The approved form on which the Tollway requires formal bids to be submitted for the construction and performance of The Work.

101.52 Proposed Guaranty. The security furnished by the Bidder with the Proposal as guaranty that the Bidder will enter into, execute, and deliver the Contract and any and all documents constituting or required by the Contract.

101.53 Public Agency. Any public body whether local, state or federal charged by law with the responsibility of administering and/or controlling public facilities which may be affected by the construction or reconstruction of the roadway, facilities and appurtenances of the Toll Highway.

101.54 Public Road. Any road, highway, street, or alley or traveled way which is open, has been dedicated, or is otherwise legally available to public use, regardless of by whom or by what agency or division of government it be owned, controlled, or maintained; but the term does not, as used herein, include any Toll Highway operated or to be operated by the Tollway.

101.55 Railroad. The Railroad or Railway Company whose property is involved in the work.

101.56 Ready-Mixed Concrete. Ready-mixed concrete is a central-mixed, truck-mixed, or shrink-mixed concrete transported and delivered in a plastic state ready for placement.

- (a) **Central-Mixed Concrete.** A central-mixed concrete is concrete which has been completely mixed in a stationary mixing plant approved by the Engineer.
- (b) **Truck-Mixed Concrete.** Truck-mixed concrete is completely mixed in a truck mixer.
- (c) **Shrink-Mixed Concrete.** Shrink-mixed concrete is mixed partially in a stationary mixer and completed in a truck mixer.

101.57 Resident Engineer/Resident Technician. The authorized representative of the Engineer in immediate charge of the engineering details of a construction project.

101.58 Right-of-Way. A general term denoting land, property, or interests therein, acquired for or devoted to a highway.

101.59 Roadbed. The graded portion of a highway within side slopes, prepared as a foundation for the pavement structure and shoulders.

101.60 Roadside. A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

101.61 Roadside Development. Those items necessary to the complete highway which provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching, and the placing of other ground covers; and such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the highway.

101.62 Roadway. The portion of the right-of-way within limits of construction.

101.63 Shoulder. The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, emergency use, and lateral support of base and surface courses.

101.64 Special Provisions. Special clauses, directions, and requirements supplemental to these Standard Specifications, setting forth requirements peculiar to The Work included in the Bid Documents.

101.65 Specifications. The general term comprising the directions, provisions, instructions, and requirements contained herein and labeled STANDARD SPECIFICATIONS, the Special Provisions, any Supplemental Specifications, and Addenda.

101.66 Statement of Experience and Financial Condition. A statement prepared by the Bidder and submitted with its Proposal dated not more than 12 months prior to the Proposal that shall detail the Bidder's experience in performing construction work similar to that for which it is submitting the

Proposal and providing a statement, properly executed and certified by a certified public accountant, as to the financial condition of the Bidder according to generally accepted accounting principles, consistently applied. The statement shall be accompanied by a certified statement signed and certified by the Bidder as of the date of the Proposal that there has been no material adverse change to such statement.

101.67 Structure. Unless otherwise defined in the Specifications, structures shall comprise all objects constructed of materials other than earth, required by the contract to be built or to be removed, but not including surfacings, base courses, subbases, gutters, curbs, sidewalks, and driveway pavement.

101.68 Subcontractor. An individual, firm, partnership or corporation, or any combination thereof, who, with the written consent of the Engineer, assumes obligation for performing specified pay items.

101.69 Subgrade. The top surface of a roadbed upon which pavement structure and shoulders are constructed.

101.70 Substructure. All of that part of the structure below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls, wing walls and wing protection railings.

101.71 Superintendent. The English-speaking representative of the Contractor, present on The Work at all times during its progress, capable of reading and thoroughly understanding the Plans and Specifications, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct construction.

101.72 Superstructure. The entire structure except the substructure.

101.73 Supplemental Specifications. Additions and revisions to the Standard Specifications published by IDOT that are adopted subsequent to issuance of the Standard Specifications for Road and Bridge Construction.

101.74 Surety. The individual or entity, qualified to act as a surety in the State of Illinois and acceptable to the Tollway which issues the bonds required by the Tollway.

101.75 Tollway Supplemental Specifications. The Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction adopted January 1, 2007.

101.76 Traffic Control Plan. Those portions of the contract plans, Special Provisions, Specifications, Supplemental Specifications and Tollway Supplemental Specifications having to do with temporary traffic control.

101.77 Traveled way. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

101.78 Toll Highway. The limited access highway built or proposed to be built by the Tollway, including all facilities and appurtenances thereto.

101.79 Tollway. The Illinois State Toll Highway Authority.

101.80 Utility. The privately, publicly, municipally, or cooperatively owned line, facility, or system for producing, transmitting, or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, or waste water. The term "utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.

Utility as defined herein, includes street lighting systems, traffic signal systems, railroad warning device systems, or fire/police pre-emptors, or their collateral cables and conduit.

101.81 Work. Work shall mean the furnishing of all labor, material, tools, equipment, and other incidentals necessary or convenient to the successful completion of the project and carrying out of all duties and obligations imposed by the contract. Work may also be used in context to describe, in whole or in part, the completed facilities to be constructed, altered or removed, as detailed in the Contract. The engineer will have exclusive authority to determine the intent and meaning of the usage of this term whenever it appears in the Contract.

Illinois State Toll Highway Authority

**SUPPLEMENTAL SPECIFICATION
FOR
SECTION 102. PROPOSAL REQUIREMENTS AND CONDITIONS**

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace this section of the IDOT Standard Specifications for Road and Bridge Construction adopted January 1, 2002 in its entirety with the following.

102.01 Contents of Proposal. Bidders will be furnished with Bid Documents which shall include, but not be limited to, the Proposal Forms stating the location and description of The Work contemplated, the quantities of work to be performed and materials to be furnished, the amount of the Proposal Guaranty, and the date, time and place for the filing and opening of Proposals.

102.02 Furnishing of Addenda. A copy of each Addendum (if any) will be mailed or delivered by the Tollway to each person who buys from the Tollway one or more sets of Bid Documents and furnishes an address to the Tollway at the time of such purchase. Addenda will be issued no later than 24 hours prior to the date and time for opening Proposals. The Bidder shall acknowledge receipt of each Addendum prior to opening of the Proposals in the spaces provided in the Proposal Form.

102.03 Significance of Estimated Quantities. The estimated quantities of work to be done and materials to be furnished under these Specifications are provided in the Bid Documents. All quantities are to be considered as approximate and are to be used only for comparison purposes and as a basis for computing the Proposal Guaranty and the Contract Bonds. The unit and lump-sum prices for Pay Items to be tendered by the Bidders are to be for the scheduled quantities as they may be increased or decreased. Payments, except for lump-sum contracts and lump-sum items in unit-price contracts, will be made to the Contractor only for the actual quantities of work performed and materials furnished in accordance with the Plans and Specifications. The scheduled items of work may be increased or diminished or entirely deleted, as hereinafter provided, if, in the sole judgment of the Tollway or its representative such changes become necessary in the best interest of The Work, without in any way invalidating the unit and lump-sum prices set forth in the Proposal and embodied in the Contract.

102.04 Lump-Sum Contracts and Lump-Sum Items/Quantities. If a Contract is let on the basis of a lump-sum, or if the Contract includes lump-sum items, any tabulation of Pay Items included in the lump-sum Contract or in the lump-sum items of the Contract as may be furnished to the Bidder are not to be relied upon by the Bidder, and the Bidder must obtain and be responsible for the data upon which it bases its Proposal. The Contractor shall not be entitled to any additional compensation in the event that the amounts of work actually performed, furnished, or required to be performed or furnished to perform the Contract and complete The Work are different from the tabulated amounts, or those upon which the Bidder based its Proposal.

102.05 Examination of Plans, Specifications, Special Provisions and Site of Work. The Bidder shall, before submitting its Proposal, carefully examine the Bid Documents and become familiar with the status of any necessary right-of-way acquisition. Submission of a Proposal by a Bidder shall be deemed evidence that the Bidder has received all of the Bid Documents. The Bidder shall inspect in detail the site of The Work, and become familiar with all the local conditions affecting The Work and the detailed requirements of construction.

Any existing utility adjustment agreements and schedules for the adjustment of utilities, as well as

any other existing third party agreements and applicable rules, regulations and requirements for work involving railroads, which may affect The Work, will be made available to the Bidders upon request. The Bidder is advised to carefully examine these agreements, schedules and regulations for purposes of planning and scheduling its proposed work.

If a Bidder's Proposal is accepted, said Bidder will be responsible for all errors in such Proposal resulting from the Bidder's failure or neglect to comply with these instructions or from errors in judgment arising from said inspections of the worksite and examination of the Bid Documents, utility agreements, schedules, and regulations, and other third party agreements. The Tollway will, in no case, be responsible for any losses or changes in anticipated profits resulting from the Bidder's failure or neglect to examine and inspect.

The Contractor shall not take advantage of any apparent error or omission in the Contract. If an error or omission is discovered, the Engineer shall be promptly notified so corrections and interpretations necessary to fulfill the intent of the Contract can be made. Unless the Bidder seeks clarification in accord with this paragraph, the Bidder will be deemed to have waived any and all rights to object to such language as vague or misleading for any reason.

Information on the status of right-of-way acquisitions may be obtained through the Chief Engineer or the Tollway's legal counsel.

When the Plans or Special Provisions include information pertaining to subsurface exploration, boring test pits, and other preliminary investigations, such information represents only the opinion of the Tollway as to the location, character, or quantity of the materials encountered and is only included for the convenience of the Bidder. The Tollway assumes no responsibility whatever with respect to the sufficiency or accuracy of the information, and there is no guarantee, either expressed or implied, that the conditions indicated are representative of those existing throughout The Work, or that unanticipated developments may not occur.

The Tollway will make all parts of the worksite available for inspection at all reasonable times. However, for safety reasons and for coordination with Tollway operations, the prospective Bidders are directed to schedule any and all inspections through the Chief Engineer.

By signing and submitting the Proposal, each Bidder acknowledges and agrees that adequate time was allowed to inspect the worksite and, unless express written request has been made therefore, the Tollway will be presumed to have supplied each Bidder with all information and access required to adequately complete the Proposal.

The Tollway assumes no responsibility with respect to the sufficiency or accuracy of information shown in the Plans relative to the location of underground and other Utility facilities or the manner in which they are to be removed or adjusted. It shall be the Bidder's responsibility to determine the actual location of all Utility facilities. The Bidder shall also obtain from the respective Utilities, and from the Tollway with respect to its utility facilities, any and all information needed relative to the location of their facilities and the work schedules of the Utility companies or the Tollway for removing or adjusting them.

102.06 Preparation of the Proposal. The Bidder's Proposal shall be submitted on the Proposal Form furnished by the Tollway. The Proposal shall be executed properly, and unit or lump-sum prices shall be inserted for all items indicated in the Proposal Form, except that when alternatives are asked, a Proposal on more than one alternate for each item is not required unless the Special Provisions provide otherwise. Each Bidder shall indicate a unit or lump sum price for each of the separate items called for in the Proposal and shall show the products of the respective quantities multiplied by the unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the Proposal Form shall be the summation of said products. Acceptance of any Proposal shall be conditioned, among other things, on the Bidder furnishing Contract Bonds executed by a Surety satisfactory to the Tollway. All writing shall be in black ink.

If the Proposal is made by an individual, that person's name shall be signed thereto and mailing address shall be shown. If made by a partnership, the name and mailing address of each member of the partnership shall be shown and the Proposal shall be signed in the name of the partnership by at least one of the partners authorized to sign such proposals on behalf of the partnership. If made by a corporation, the Proposal shall (a) show the name of the state in which the corporation was chartered; (b) show the names, titles and business addresses of the registered agent and all officers; (c) be signed on its behalf by the president or any duly authorized officer; (d) have the seal of the corporation affixed, and attested by the secretary or any assistant secretary; and (e) be accompanied by a copy of the resolution of the Board of Directors of said corporation showing the authority of said persons to execute and submit the Proposal, certified by the secretary of the corporation.

If the Proposal is made by any combination of individuals, firms or corporations, each shall fulfill the above requirements as to signing and submission of information as though they were bidding singularly.

If the Bidder is an individual or partnership doing business under an assumed name, the Bidder shall be required to furnish prior to or at the time of submission of its first proposal a Certificate of Authority showing that such individual or partnerships registered and authorized to conduct business in Illinois under such assumed name in accordance with Ill. Rev. Stat., Ch. 96, Para 4, as amended from time to time.

If the Bidder is a foreign corporation, it shall be required to furnish a Certificate of Authority from the Secretary of the State of Illinois as evidence that the Corporation has complied with Ill. Rev. Stat., Ch. 32, Para. 13.05, et.seq., as amended from time to time.

By submission of its Proposal, the Bidder represents and warrants to the Tollway that it shall be able to complete the construction of The Work by the Completion Date should it be awarded the Contract and that it has independently ascertained all information necessary to submit its Proposal and inspected in detail the site of The Work, all available third party and utility agreements, schedules and regulations, status of right-of-way acquisition, and any other property and facilities referenced in the Bid Documents.

102.07 Reserved

102.08 Rejection of Proposals. Proposals that contain omissions, erasures, alterations, additions not called for, conditional or alternative bids (unless called for), irregularities of any kind; or Proposals, otherwise regular, which are not accompanied by a Proposal Guaranty in the required amount may be rejected as non-responsive, as determined in the sole discretion of the Tollway.

102.09 Proposal Guaranty. Each Bidder shall include in its Proposal a Proposal Guaranty in the form of either a bank draft, a cashier's check or a certified check drawn on a U. S. bank (either federal or state charter) or an entity owned and controlled by any such bank with capital (capital, surplus and undivided earnings) in excess of \$100 million, or a Bid Bond, in the amount equal to five percent of the total amount of the Proposal, made payable to the order of the Tollway.

The Proposal Guaranty of the Bidder shall be forfeited to the Tollway if the Bidder, after being awarded the Contract, fails to execute the Contract for any reason as contained in Article 103.07 of these General Provisions.

102.10 Delivery of Proposals. Proposals may be delivered until the time, and at the place, indicated in the Bid Documents. Each Proposal shall be placed in a special envelope furnished by the Tollway, and plainly marked to indicate its contents. If forwarded by mail, the Proposal shall first be sealed in the aforementioned special envelope which in turn shall be sealed in an outer envelope properly and legibly addressed to the Tollway. Only sealed Proposals will be accepted.

Proposals will not be opened unless received at the offices of the Tollway prior to the established time for opening Proposals. Envelopes postmarked prior to the time of opening Proposals but not received at the Tollway's offices prior to the time of opening of Proposals will not be opened.

In addition to such other items as the Tollway may identify in the Special Provisions or elsewhere in the Bid Documents, a partial listing of those items to be furnished by the Bidder with its Proposal include:

ITEM

AFFIDAVIT

PLANT & EQUIPMENT QUESTIONNAIRE

CURRENT CONTRACTUAL OBLIGATIONS

PROPOSAL GUARANTY

PROGRESS SCHEDULE

CERTIFICATE OF REGISTRATION & AUTHORIZATION TO CONDUCT BUSINESS IN ILLINOIS UNDER AN ASSUMED NAME, IF NEEDED CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS, IF APPLICABLE

JOINT VENTURE AGREEMENT (IF JOINT VENTURE PROPOSAL)

A CURRENT COPY OF THE BIDDER'S CERTIFICATE OF ELIGIBILITY, AS ISSUED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT). (ONE FOR EACH FIRM IF A JOINT VENTURE).

102.11 Withdrawal of Proposals. Permission will be given a Bidder to withdraw a Proposal if a request is made in writing to the Tollway before the time for opening Proposals. If a Proposal is withdrawn, the Bidder will be permitted to submit another Proposal for the same work at the same opening, provided that resubmittal is made prior to the established time for opening Proposals. The Tollway shall only be required to receive one such resubmittal for any Bidder, however, additional Proposals may be permitted in the sole discretion of the Chief Engineer of the Tollway.

102.12 Public opening of proposals. Proposals will be opened and read publicly at the time and place specified in the Bid Documents. Bidders, their authorized agents and other interested parties are invited to be present.

102.13 Disqualification of bidders. Any one or more of the following causes may, in the sole discretion of the Tollway, disqualify a Bidder or form the basis for rejection of its Proposal:

- (a) More than one Proposal for the same Work from an individual, firm or corporation under the same or different names.
- (b) Evidence of collusion among Bidders submitting Proposals. Additionally, participants in any collusion will receive no recognition as Bidders for any future work of the Tollway.
- (c) Unbalanced Proposals in which the prices for some items are obviously out of proportion to the prices of other items.
- (d) Failure to submit a unit or lump-sum price for each item of The Work listed in the Proposal, unless excepted as provided under Article 102.06
- (e) Submission of Proposals on Proposal Forms furnished by the Tollway which have been altered by the Bidders, or on forms other than the Proposal Forms.

- (f) Failure to timely submit Proposals pursuant to the terms and conditions of the Bid Documents.
- (g) Proposals which are not accompanied by all of the Bid Documents as required by the Tollway; or Proposals accompanied by all such documents, but with alterations, including deletions or additions, made in one or more of the documents.
- (h) Lack of competency of the Bidder, as determined according to Article 102.14 and any other information available to the Tollway.
- (i) Any unsatisfactory prior performance record, including, without limitation, slowness in, or failure to pay incurred labor and material costs, or subcontractor costs.
- (j) Uncompleted work which, in the opinion of the Tollway, might hinder or prevent the prompt completion of The Work.
- (k) Determination by the Tollway, in its sole discretion, that although a Proposal received from a Bidder is the lowest of the Proposals received, such Bidder is not the lowest competent Bidder, considering Bidder's financial condition and prior experience with the particular type or amount of work involved.
- (l) When any principal, agent, representative, or employee of the prospective Bidder currently serves as a member, employee, or agent of a governmental body that is participating financially in the proposed work.
- (m) When any principal, agent, or employee of the prospective Bidder has participated in the preparation of Plans or Specifications for The Work. The aforementioned listing is not intended to be comprehensive, and shall not limit the right of the Tollway to disqualify a Bidder for any other legally permissible reason.

102.14 Competency of Bidders. With its Proposal, each bidder shall furnish the Tollway with satisfactory evidence of its competency to perform The Work, which evidence shall include at a minimum the following:

- (a) A Statement of Experience and Financial Condition or a current copy of the "Contractor's Statement of Experience and Financial Condition" on file with the Illinois Department of Transportation in lieu of the form furnished by the Tollway.
- (b) A sworn statement showing the identity of key management and project supervisory personnel; the type, amount and condition of equipment which will be available for The Work (and whether such equipment is owned by the Bidder or otherwise to be procured).
- (c) A listing of those portions of The Work the Bidder proposes to sublet, and a statement of the Bidder's arrangements for obtaining major materials for The Work, using for this purpose forms furnished by the Tollway entitled "Plant and Equipment Questionnaire"; and
- (d) A sworn statement showing the value of all uncompleted work for which it has entered into contracts, using for this purpose the form furnished by the Tollway entitled "Current Contractual Obligations", or IDOT's Affidavit of Availability.

The Bidder shall, following the opening of Proposals, promptly submit to the Tollway any additional information, in the form requested by the Tollway, for the purpose of determining the competency of Bidder to perform The Work, and shall meet with the Tollway, if requested, to answer questions regarding the Bidder's ability and competency to complete The Work by the Completion Date.

102.15 No Damages for Delay. The Bidder is informed that the Contract Documents contain provisions that bar the payment of additional compensation to Contractor for delays or interferences that may be occasioned after award of Contract and Contractor shall not be entitled to make claims for additional compensation or damages for increased costs due to delays, interferences or disruption in or acceleration of the work. Bidder's sole remedy in such circumstances, if awarded the Contract, shall be to seek an extension of time from the Chief Engineer where appropriate; the decision of the Chief Engineer shall be final. In the event that the Chief Engineer denies the request for extension of time, the Contractor shall accelerate and otherwise alter the work schedule in order to complete work by the Completion Date at no additional cost or expense to the Tollway.

State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 103. AWARD AND EXECUTION OF CONTRACT

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace this section of the IDOT Standard Specifications for Road and Bridge Construction adopted January 1, 2002 in its entirety with the following.

103.01 Consideration of Proposals. Proposals will be compared and analyzed on the basis of the summation of the products of the items of work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the Proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices shall govern, and any errors found in said products shall be corrected in accord with the unit prices. The Tollway will base its award of the Contract, in addition to the amounts stated in the Proposals, on the competency of the various Bidders in accordance with the conditions stated herein.

- a) In considering a Proposal, the Tollway will use a method similar to that used by IDOT described in their Rules for Prequalification of Contractors and Issuance of Plans and Proposals (RULES) to determine the Contractor's bidding capacity unless otherwise specified.
 - 1) The total value of uncompleted work awarded and pending un-awarded work to the Contractor, as shown on the Affidavit of Availability, is deducted from the financial rating shown on the Certificate of Eligibility. The result is the Available Financial Rating.
 - 2) The value of each type of work uncompleted and included in pending low bids the Contractor will perform with its own forces as a prime or subcontractor, as shown on the Affidavit of Availability, is deducted from the corresponding category of work rating shown on the Certificate of Eligibility. The result is the Available Work Rating in each category. If a Contractor has a work rating designated for "Illinois Work Only," then only Illinois work is deducted from the corresponding category of work rating; however, all work must be shown on the affidavit to determine the Available Financial Rating.
 - 3) When the proposed work requires more than one construction season (18 months) to complete, the work ratings shown on the Certificate of Eligibility are multiplied by the number of construction seasons required for completion. The Available Work Rating is then determined as stated in subparagraph (a) (2) of this Article. Each work category of a project is divided by the number of construction seasons to complete the project. The Available Work Rating is then determined as stated in subparagraph (a) (2) of this Section.
 - 4) Contractors who have ratings in major work categories are given credit for work in applicable minor work categories. For example, a contractor with a rating in Portland Cement Concrete Paving or Structures is given credit for work in the minor work category of Miscellaneous Concrete Construction. The work category definitions in Section 650 Appendix A of RULES will indicate if a minor work category is applicable. Credit given for a minor work category is deducted from the Contractor's available rating in the corresponding work category.
- b) The low bidder will not be awarded the Contract unless the Available Financial Rating equals or exceeds the actual price bid.

The right is reserved by the Tollway in its sole discretion to reject any or all Proposals, to waive technicalities, correct minor discrepancies and to advertise for new Proposals, or to proceed to do The Work itself, if, in the judgment of the Tollway, the best interest of the Tollway will be promoted thereby. The Tollway's determination of that which constitutes a technicality or minor discrepancy shall be final.

103.02 Return of Proposal Guaranty. Following the opening, tabulation and review of Proposals, the Proposal Guaranty of each Bidder, except those of the three lowest Bidders, will be returned promptly. Once the Contract, including Contract Bonds, has been properly executed and approved, the Tollway shall return the Proposal Guaranty of the two remaining Bidders.

The Tollway may permit the three lowest Bidders to substitute for the bank cashier's check, bank drafts, or certified checks submitted with their Proposals as Proposal Guarantees, Bid Bonds executed by corporate Surety companies satisfactory to the Tollway, but such substitutions shall not be made until a period of three business days has elapsed after the date of opening Proposals.

103.03 Notice of Award. When the Tollway has determined the apparent low and competent Bidder for The Work, a "Notice of Award" will be sent to such Bidder.

This notice will advise the Bidder to prepare and furnish for the Tollway's review and approval all documents required for the award of the Contract and execution of the Contract Documents. The "Notice of Award" will also establish the Contract signing date and the pre-construction meeting date. In no event will the failure of the Contractor to submit the required documents in a timely manner be considered a valid cause for any extension of the Completion Date.

103.04 Award of Contract. Award of the Contract, if any is awarded, will be to the lowest responsible Bidder whose Proposal complies with all Tollway requirements. The final decision on whether to award the Contract rests with the Board, which may not be made until after the Contract Documents have been executed by the apparent successful Bidder.

Should no award be made within 60 calendar days after the date of opening the Proposals, Bidders may, upon the expiration of such period, request in writing that the award be made within a specified time (but not less than 14 calendar days) after the date of the request. Should no award be made within the time so specified, the Bidders shall be relieved of their obligations to execute the Contract and the Proposal Guarantees shall be returned to the Bidders, and the Tollway and the Bidders shall be under no further obligations to each other.

Contracts where the lowest bid is in excess of \$1,000,000.00 require the approval of the Department of Central Management Services (CMS) prior to award. If the lowest responsible bidder's proposal complies with all other requirements, the Board may award the Contract pending CMS approval. The Notice to Proceed will only be issued after receipt of CMS approval.

The Contractor shall not be entitled to any damages or additional compensation due to a delay in awarding the Contract pending CMS approval. The Contractor shall only be entitled to an extension of time, per Articles 108.08(a) and 108.08(b).

103.05 Requirement of Contract Bonds - Limitations on Lien Rights and Remedies. The Bidder to whom the Notice of Award has been sent must, within 10 Calendar Days after the date the Notice of Award bears, and not later than the time of entering into a Contract with the Tollway, furnish to the Tollway on the Tollway's prescribed forms (a) a Performance Bond, agreeing to perform The Work in accordance with all of the provisions of the Contract; and (b) a Payment Bond, agreeing to pay not less than the prevailing wages for The Work to be performed in accordance with the Contract and the laws of the State of Illinois, and agreeing to pay all sums of money when due for any labor, taxes, materials, apparatus, fixtures or machinery, and transportation with respect thereto; each in an amount equal to the Contract price. All bonds provided to the Tollway must be from a Surety which is listed in the United States Department of Treasury's current Federal Register and must be licensed to conduct surety guarantees in the State of Illinois. The Contract Bonds shall contain a provision that they shall remain in full force and

effect until final acceptance of The Work by the Tollway and thereafter for the protection of the Tollway as provided in Articles 107.38 and 107.34 of these Tollway Supplemental Specifications. The Bidder agrees, and will provide Payment and Performance Bonds issued by a Surety who agrees, to be bound by each and every provision of the Contract.

If any Surety upon any Contract Bond furnished in connection with the Contract becomes unacceptable to the Tollway or if any Surety fails to furnish reports as to its financial condition from time to time as requested by the Tollway, the Contractor shall promptly furnish such additional security as may be required from time to time by the Tollway to protect the interests of the Tollway and all persons supplying labor, equipment, or materials in the prosecution of The Work contemplated by this Contract.

In the event the Surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Tollway be insolvent, the Contractor agrees forthwith upon request of the Tollway to furnish and maintain other corporate surety with respect to said Bonds satisfactory to the Tollway.

The Contractor, including any Subcontractors and suppliers, shall have no rights or lien powers affecting the real property, improvements, equipment, funds or revenues of the Tollway except such rights as may be established for liens as to Public Funds as defined in, and in accordance with the applicable provisions of the Illinois Mechanics Lien Act, and such rights as may be available pursuant to the Contract Bonds provided by the Contractor pursuant to the Contract. Subcontractors and suppliers shall have no right of action against the Tollway or it's officers or the employees of the Contract. The Contractor covenants and represents that any contract or purchase order with a Subcontractor or material supplier will contain the foregoing prohibitions and be binding on Subcontractors and suppliers.

103.06 Execution of Contract. The Bidder to whom the Contract has been awarded shall duly execute and deliver to the Tollway in quadruplicate, on or before the date indicated in the Notice of Award, any and all additional documents constituting or required by the Contract.

103.07 Failure to Execute Contract. If the Bidder to whom the Tollway has awarded the Contract fails to execute the Contract, or to file, prior to or along with the executed Contract, acceptable policies and Certificates of Insurance, Contract Bonds, Incumbency Certificate, or other documents as required under the Contract, the Tollway shall have the right to withdraw its award of the Contract and the Proposal Guaranty of that Bidder shall be forfeited to the Tollway. The Bidder shall, in addition to the amount of its Proposal Guaranty, be immediately liable to the Tollway for any additional amount required to make up the difference between its Proposal and the Proposal of the Bidder subsequently awarded the Contract, as determined in the sole discretion of the Tollway. To the extent that the difference between such Proposals exceed the amount of the Proposal Guaranty, such excess amount shall be due and payable to the Tollway as of the date that the Tollway subsequently awards the Contract. Upon the Tollway's withdrawal of an award of the Contract, the Tollway may, in its absolute discretion, award the Contract to the next competent Bidder, or it may re-advertise The Work and accept Proposals submitted in response thereto.

If the Tollway should fail to execute a Contract within 60 Calendar Days after execution and delivery by the Bidder of the Contract together with acceptable Contract Bonds and such other schedules and documents as are required to be filed herewith, all in proper form and order, the Bidder may void its acceptance of the Contract after giving the Tollway written notice and an opportunity to execute. Such notice shall specify the maximum number of Calendar Days (not less than ten) within which the Contract shall be executed by the Tollway. Failure on the part of the Tollway to execute the Contract within the time set forth in said notice will constitute agreement by the Tollway to the withdrawal of the Proposal, and the Bidder and the Surety will be relieved of any and all obligations whatsoever to the Tollway with regard to the Proposal and Contract Bonds. Unless and until the Bidder files such notice and until such notice becomes effective, the Contract may be executed by the Tollway, and the Bidder shall be bound by any and all terms and conditions thereof.

The Tollway shall have no liability or obligation to the Bidder, the Surety, or any other party who may have an interest, directly or indirectly, for claims, losses or damages of any kind or nature

whatsoever, resulting from the Tollway's failure to execute the Contract.

103.08 Notice to Proceed. After the Contract has been approved by the Board, the Chief Engineer will issue to the Contractor a Notice to Proceed. The Contractor shall not be permitted to commence construction of The Work until it has received the Notice to Proceed and not before the Work commencement date set forth in the Notice to Proceed.

The Contractor will be held responsible for completing all The Work by the Completion Date. The Chief Engineer shall not be obligated to issue the Notice to Proceed until the Board has approved the Contract and the Tollway has received from the Contractor all the duly executed documents constituting the Contract and required by the Contract, including a progress schedule satisfactory to the Chief Engineer of the Tollway.

103.09 Pre-Construction Conference. Prior to issuance of the Notice to Proceed, a pre-construction conference will be held at a time, place and date established in the Notice of Award. The Contractor's project Superintendent and any other personnel requested by the Engineer shall be present at the conference.

Illinois State Toll Highway Authority

**SUPPLEMENTAL SPECIFICATION
FOR
SECTION 104. SCOPE OF WORK**

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace this section of the IDOT Standard Specifications for Road and Bridge Construction adopted January 1, 2002 in its entirety with the following.

104.01 Intent of plans and specifications. The intent of the Plans, Specifications, and Special Provisions is to describe The Work for which the Contractor is responsible. It is understood that the Contractor will furnish, unless otherwise provided in the Contract, all materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other incidentals necessary to the satisfactory prosecution and completion of The Work. The Plans and Specifications are complementary, and what is called for by either is as binding as if called for by both.

In the event of discrepancies between dimensions shown in figures and those in scaled dimensions, dimensions shown in figures shall govern.

In the event that one or more provisions in any of the Contract Documents conflicts with provision(s) in any of the other Contract Documents, the provision(s) in the Contract Document first enumerated below shall govern over provisions contained in any of the other Contract Documents which follow it. The remaining provisions in the Contract Documents which follow and which are not rendered meaningless by the conflict shall remain in force and effect and be binding on the parties.

- (a) The executed Agreement and any Supplements thereto.
- (b) The Contract Bonds.
- (c) The Addenda.
- (d) The Proposal.
- (e) The Special Provisions.
- (f) The Plans.
- (g) The Tollway Supplemental Specifications.
- (g) The IDOT Supplemental Specifications.
- (h) The Standard Specifications.
- (i) Purchasing Practices and Procedures, and General Provisions thereto.

The Contractor shall take no advantage of any error or omission in the Plans or of any discrepancy

between the Plans and Specifications, Special Provisions, or other Contract Documents. In the event the Contractor discovers any error or discrepancy, the Contractor shall immediately call upon the Engineer for resolution. The Engineer shall then make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications, Special Provisions, Plans, and other Contract Documents and the Contractor shall perform The Work in accordance with such resolution within the times and for the prices provided in the Contract.

The quantities appearing in the bid schedule of prices are estimates prepared for establishment of pay item prices and the comparison of bids. Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished and accepted according to the contract, and the schedule of quantities may be increased, decreased or omitted as herein provided.

Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Engineer and receipt of written authorization as provided herein.

104.02 Alterations, Cancellations, Extensions, Deductions, and Extra Work. The Tollway reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered and complete the work within the contract completion date (or any completion date set forth in the contract) except as provided in Article 108.08(a).

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract costs exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Engineer before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item.

The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following.

- (a) All increases in work of the type which appear in the contract as pay items accompanied by unit prices will, except as provided under paragraph (d) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- (b) Major items of work for which the quantities are increased by not more than 125 percent or reduced to not less than 75 percent of the original contract quantities will be paid for as specified in paragraph (a) above. Any adjustments for increased quantities for major items of work increased more than 125 percent shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent of the original contract quantities shall apply to the actual amount of work performed.

- (c) Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.04.
- (d) Extra work for which there is a pay item at unit price in the contract which for any one or more of the following reasons materially increases or decreases the cost of the pay item as bid and which is not included in the prices bid for other items in the contract will be paid for according to Article 109.04. This includes:
 - (1) Work involving a substantial change of location.
 - (2) Work which differs in design.
 - (3) Work requiring a change in the type of construction.
- (e) In cases where the Tollway cancels or alters any portion of the contract items, items which are partially completed will be paid for as specified in Article 109.06.

Claims for extra work which have not been authorized in writing by the Engineer will be rejected.

104.03 Differing Site Conditions. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if he/she determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No contract adjustment will be allowed for any effects caused on unchanged work.

Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made according to the provisions of Article 104.02 of the Standard Specification. Any adjustment in contract time because of such change or changes will be made according to the provision of Article 108.08(a) of the Standard Specifications.

104.04 Maintenance of Detours. Unless otherwise set out in the Special Provisions, the Contractor will not be required to maintain detours on any existing intersecting road, except as provided in Article 107.09 of these Specifications and Section 700 of the Standard Specifications.

104.05 Rights in and use of Materials Found in the Work. Unless otherwise provided in the Contract, all materials from structures and obstructions to be removed under the provisions of Article 107.19 shall become the property of the Contractor.

All rights to the possession and use of other materials found in The Work and not so designated shall remain with the Tollway.

104.06 Restoration and Clean – up. Upon completion of The Work and before acceptance and final payment will be made, the Toll Highway right-of-way, stream channels and banks within said right-of-way or affected by The Work at drainage structures, borrow pits, other structures, and all areas occupied by the Contractor in connection with The Work shall be cleaned of all rubbish, excess materials, false work, temporary paving, temporary structures, and equipment. All parts of The Work shall be left in neat and presentable condition in accordance with this Article.

Restoration and clean-up of all property affected by the Contractor's operations must be completed to the satisfaction of the Tollway, and the occupant(s) and owner(s) of any affected property and appropriate governing agencies before final payment will be made to the Contractor. The Contractor shall clean off all cement streaks or drippings, rust stains, oil, grease, bituminous materials, dirt, and other foreign materials deposited or accumulated on or in any structure or curb and gutter due to the Contractor's operations. Compensation to the Contractor for such restoration, clean-up and trimming shall be considered as included in the prices for the various pay items of the Contract and no additional compensation will be allowed therefore.

104.07 Value Engineering Proposals. The Contractor may submit to the Tollway in writing, proposals for modifying the contract documents to provide innovative, alternative, lower cost construction without impairing the essential functions and characteristics of the facility including, but not limited to, service life, reliability, economy of operation, ease of maintenance, necessary standardized features, desired appearance, or design standards.

- (a) Proposal Submittals. Value Engineering Proposals shall be submitted in two phases as follows:
 - (1) Concept Phase. Prior to the submittal of any Value Engineering Proposal, the Contractor shall submit a brief summary outlining the concept of the proposal to the Chief Engineer and the Construction Section Engineer. Within five working days after receipt of the proposal concept, the Construction Section Engineer will notify the Contractor as to whether or not the proposal concept qualifies for consideration as Value Engineering. If it appears, based on the concept, that the actual proposal will require a review period exceeding the normal review period, as outlined below, the Contractor will be so advised. Approval of the concept does not constitute or imply approval of the subsequent submittal of the complete Value Engineering Proposal.
 - (2) After the concept has been approved, the Contractor, if electing to proceed with submittal of the complete Value Engineering Proposal, shall submit the proposal simultaneously to the Chief Engineer and the Construction Section Engineer for review. Provided the proposal is complete and contains all the required information for review, the Construction Section Engineer will forward their recommendations to the Chief Engineer within 10 working days after receipt of the proposal. The Chief Engineer will notify the Contractor as to the acceptability of the proposal within 5 working days of receipt of the recommendations, unless additional review time has been established as noted in the concept review process.
- (b) Contents of Proposal Value Engineering Submittals shall contain the following information:
 - (1) A statement that the proposal is being submitted as a Value Engineering Proposal.
 - (2) A complete description detailing the proposed modification to the contract documents.
 - (3) A complete cost analysis detailing the unit costs and quantities to be deleted and/or added by the proposal.
 - (4) A complete analysis of the impact the proposed modification will have on the prosecution and progress of the contract.
- (c) Consideration of proposals. The following conditions will govern the consideration of Value Engineering Proposals:
 - (1) Proposals shall apply only to the contract under which it is submitted. The Contractor will be guaranteed propriety of authorship as well as ownership of the proposal until

such time it is approved by the Tollway. Upon approval of the proposal by the Tollway, the proposal shall become the property of the Tollway. The Tollway will have the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the proposal. The Tollway retains the right to utilize any accepted proposal or part thereof on any other or subsequent contracts without obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

- (2) If the Tollway has under consideration certain revisions or modifications to the contract at the time of execution of the contract, the Contractor will be so notified at the preconstruction conference. Revisions or modifications to the contract generated by the Tollway shall not be incorporated into any Value Engineering Proposal submitted by the Contractor.
 - (3) The proposal shall not consist of any experimental products or materials to be incorporated. However, proposals containing the use of alternate methods and equipment, as allowed under Article 108.06 may be presented for consideration.
 - (4) The reduction of quantities or deletion of items of work which result from adjustment of the contract to meet field conditions as allowed under Article 104.02, shall not be incorporated into any Value Engineering Proposal. Proposals based solely on the waiving of specifications or contract requirements will not be considered.
 - (5) The proposal shall be submitted and approved prior to undertaking any work on the proposed modification.
 - (6) The Contractor shall have no claim against the Tollway for any costs or delays resulting from the review process and/or disapproval of any Value Engineering Proposal, including but not limited to, development costs, anticipated profits, increased material cost, and increased labor costs.
 - (7) The Tollway will be the sole judge as to the acceptability of the proposal and the estimated net savings resulting from implementation of the proposal. In determining the estimated net savings, the Tollway reserves the right to disregard the contract unit prices if, in the judgment of the Engineer, the contract prices do not represent the fair measure of the value of the work to be performed or deleted by the proposal.
 - (8) The Tollway reserves the right where it deems such action appropriate, to require the Contractor to share in the cost of reviewing and investigating any Value Engineering Proposal. When this requirement is imposed, the Contractor shall indicate his/her acceptance thereof in writing, and such acceptance shall constitute full authority for the Tollway to deduct amounts payable to the Contractor from any monies due or that may become due to the Contractor under the contract.
 - (9) The Contractor shall be responsible for any modification of the contract plans required as part of the Value Engineering Proposal. When contract plan modifications are included as part of the proposal, the Contractor shall furnish a copy of the modifications to the Tollway and shall be solely responsible for any errors or omissions resulting from the modification.
- (d) Acceptance of the Proposal. If the Value Engineering Proposal is accepted, the changes will be incorporated into the contract through changes in the quantities of unit bid items, new agreed price items, or by force account as appropriate. The cost of the revised work will be paid directly as completed. In addition to such payment, the Tollway will pay the contractor a Value Engineering Incentive in accordance with the following criteria:

A = Adjusted Cost

B = Original Cost

C = Tollway's cost incurred as a result of review, investigation, and implementation of the proposal.

- (1) For Contracts less than \$1,000,000 in awarded value, the Contractor will be paid as follows:
 - a. When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is equal to or less than 1.5 percent of the awarded contract value, payment will be $0.5(B-A-C)$.
 - b. When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is greater than 1.5 percent of the awardable contract value, payment will be $0.65(B-A-C)$, for that portion of the cumulative value that exceeds 1.5 percent of the Original Contract Award Amount plus $0.5(B-A-C)$ for that portion to and including 1.5 percent.
- (2) For Contracts that are at least \$1,000,000 but do not exceed \$5,000,000 in awarded value, the Contractor will be paid as follows:
 - a. When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is equal to or less than 2.0 percent of the awarded contract value, payment will be $0.5(B-A-C)$.
 - b. When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is greater than 2.0 percent of the awarded contract value, payment will be $0.65(B-A-C)$, for that portion of the cumulative value that exceeds 2.0 percent of the awarded contract value plus $0.5(B-A-C)$ for that portion to and including 2.0 percent.
- (3) For Contracts that exceed \$5,000,000 in awarded value, the Contractor will be paid as follows:
 - a. When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is equal to or less than 1.0 percent of the awarded contract value, payment will be $0.5(B-A-C)$.
 - b. When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is greater than 1.0 percent of the awarded contract value, payment will be $0.65(B-A-C)$, for that portion of the cumulative value that exceeds 1.0 percent of the awarded contract value plus $0.5(B-A-C)$ for that portion to and including 1.0 percent.

Illinois State Toll Highway Authority

**SUPPLEMENTAL SPECIFICATION
FOR
SECTION 105. CONTROL OF THE WORK**

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace this section of the IDOT Standard Specifications for Road and Bridge Construction adopted January 1, 2002 in its entirety with the following.

105.01 Authority of the Engineer. The Engineer shall have the right to determine and decide; all questions which may arise as to the quality and acceptability of materials furnished and work performed; the manner of performance and the rate of progress of The Work; all questions which may arise as to the interpretation of the Contract Documents relating to The Work; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and to determine the amount and quantity of the several kinds of work performed and materials which are supplied which are to be paid for under the Contract.

The Engineer shall have the power to direct Contractor compliance with the Contract. Failure of the Contractor to comply with such directives of the Engineer shall be sufficient grounds for the Chief Engineer to impose sanctions against the Contractor, including, but not limited to, the suspension of Progress Payments, suspension of Work without entitlement to extra compensation or time completing The Work and declaration of default. In the event the Contractor is dissatisfied with the decision of a representative of the Engineer with respect to any of the above matters, the Contractor shall have the right to appeal such decision to the Chief Engineer. The decision of the Chief Engineer upon such appeal shall be final.

In case of failure on the part of the Contractor to execute any non-emergency work required by the Contract and ordered by the Engineer, the Tollway may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed with such work as the Tollway may deem necessary, and any and all costs incurred by the Tollway therefore shall be the responsibility of the Contractor and such costs may be deducted by the Tollway from compensation due or to become due the Contractor under the Contract.

The Engineer shall have the authority to require the Contractor to immediately perform work in an emergency. The performance of such work shall be in strict compliance with the applicable provisions of the Contract. However, the Tollway reserves the right to waive written notice and to have others perform such work if, in the exercise of its sole discretion, the Tollway determines that the Contractor is failing to perform in a satisfactory manner or the Contractor is failing to perform within the time required under the emergency circumstances. In such event the Contractor will be responsible for any and all costs incurred by the Tollway.

The Engineer is not a guarantor of the Contractor's work or working methods and shall not be responsible for safety in, on or about the job site, for the safety or adequacy of any equipment, construction components, forms, scaffolding, false work or other work aids, said work and items being the sole responsibility of the Contractor and within the sole control of the Contractor.

105.02 Authority of Railroad Engineer. Whenever the safety of railroad traffic is concerned, the Railroad Engineer will have jurisdiction over safety measures to be taken and his/her decision as to methods, procedures, and measures used shall be final, and any and all Contractors performing work near or above the railroad shall be governed by such decision. Instructions to the Contractor by the Railroad Engineer will be given through the Engineer. Work ordered as specified herein will be classified and paid for according to Article 104.02. Work performed for the Contractor's convenience will not be

paid for separately but shall be considered as included in the contract.

105.03 Conformity with Contract Documents. All work performed and all materials furnished shall be in conformity with the lines, gradients, cross sections, dimensions, material and other requirements shown on the Plans or indicated in the Contract Documents. All work shall be of the highest quality and appearance and within the limits of precision reasonably expected of good construction practice.

The lines, gradients, typical sections, and dimensions shown on the Plans are subject to adjustment by the Engineer during construction, if any change should be required due to actual field conditions effecting The Work.

Should any such adjustment result in changes from Contract quantities, such changes shall be processed in accordance with the requirements of Article 104.02.

Work performed which is not provided for in the Contract, and work done which is not as directed or not as shown in the Plans, or Extra Work done without written authority will be considered as unauthorized. Such unauthorized work shall be at the expense of the Contractor, will not be measured or paid for by the Tollway, and may be ordered removed and replaced at no cost to the Tollway.

105.04 Plans, Special Provisions, Specifications, Working Drawings, and Shop Drawings

- (a) Plans, Special Provisions, and Specifications. The Work shall be constructed in all respects in compliance with the Contract. The Contractor shall be responsible for furnishing copies of relevant Contract Documents to subcontractors and to material suppliers for The Work.
- (b) Illinois Department of Transportation Standard Specifications and other Agency Specifications. The Illinois Department of Transportation's (IDOT) Standard Specifications for Road and Bridge Construction; the Supplemental Specifications and Recurring Special Provisions adopted January 1, 2002, and Standard Specifications for Traffic Control Items, in effect on the date of Proposal opening are included as Bid Documents. These documents are available at the offices of the Illinois Department of Transportation and it shall be the contractor's responsibility to obtain these documents.

Erosion Control work shall be constructed in accordance with the applicable portions of the Standard Specifications, Special Provisions and the Illinois Environmental Protection Agency's "Standards and Specifications for Soil Erosion and Sediment Control" 1987. This document is available at the IEPA's Division of Water Pollution Control, 2200 Churchill Road, Springfield, Illinois 62794.

Water mains and appurtenances shall be constructed in accordance with the requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois, 5th Edition or latest revision thereof.

- (c) Working Drawings. Whenever it is necessary for the Contractor to construct or erect temporary works or structures, the Engineer may require that the Contractor prepare and submit for review working drawings depicting the details of their construction.

Such works shall include, but are not limited to:

- Concrete forms and supports
- Scaffolding
- Protective shields
- Working platforms
- Miscellaneous structural steel
- Cofferdams
- Sheet piling, sheeting, cribbing and bracing
- Bridge jacking procedures

Erection procedures

When the Contractor's erection procedures require erection equipment to be supported by any portion of an existing structure, the working drawings shall be accompanied by manufacturer's dimensional and weight specifications for the proposed erection equipment and bridge loading calculations.

All working drawings shall be prepared and sealed by a Structural Engineer currently licensed by the State of Illinois.

Working drawings shall be of a scale not smaller than 1 inch = 10 feet, be fully dimensioned and completely legible.

The Contractor shall submit 5 copies of all working drawings to the Construction Section Engineer, including one reproducible transparency. Upon review, 1 copy will be returned to the Contractor marked "No Exception Taken", "Make Corrections as Noted", or "Rejected". If the returned drawings are marked "Rejected" the Contractor shall make necessary changes and re-submit 5 copies, including one reproducible transparency.

All working drawings shall have been marked "No Exception Taken", or "Make Corrections as Noted" before any of the construction or erection of temporary works or structures or operations depicted therein is started. In the instance where working drawings shall have been marked "Make Corrections as Noted", the Contractor may proceed with construction or erection of temporary works or structures to The Work according to the corrections as noted.

The use of markings "No Exception Taken" and "Make Corrections as Noted" on the Contractor's working drawings shall not relieve the Contractor of any responsibility for the accuracy of details and dimensions or for the structural adequacy and functional performance of the works or structures constructed in conformance therewith. No deviation from the working drawings will be permitted or allowed.

The Contractor shall be responsible for obtaining the review of all working drawings and for their conformity with Plans and Specifications, including those which may originate with subcontractors or material suppliers.

All costs incurred in the preparation of working drawings shall be considered as included in the various pay items of the Contract and no additional compensation will be allowed to the Contractor therefore.

- (d) Shop Drawings. The Contractor shall submit 9 copies of detailed shop drawings to the Construction Section Engineer for any part of The Work that is to be prepared or fabricated away from the site of The Work, or for which there are not complete fabrication details in the Contract Plans.

Such parts shall include, but are not limited to:

- Structural steel
- Reinforcing steel (bending diagrams)
- Sign structures
- Roadway lighting fixtures
- Expansion joint closure devices
- Bridge bearing devices
- Pre-cast concrete items, whether conventionally reinforced or pre-stressed
- Mechanical and electrical equipment and installations

All shop drawings detailing the fabrication of structural components shall be prepared and sealed by a Structural Engineer currently licensed by the State of Illinois.

After review, 3 copies will be returned to the Contractor marked "No Exception Taken", "Make Corrections as Noted", or "Rejected". If the returned drawings are marked "Rejected" the Contractor shall make necessary changes and re-submit 9 copies.

All shop drawings shall have been marked "No Exception Taken", or "Make Corrections as Noted" before any fabrication, construction or erection of works or structures or operations depicted therein is started. In the instance where shop drawings shall have been marked "Make Corrections as Noted", the Contractor may proceed with fabrication, construction or erection of works or structures to The Work according to the corrections as noted.

The use of markings "No Exception Taken" and "Make Corrections as Noted" on the Contractor's shop drawings shall not relieve the Contractor of any responsibility for the accuracy of details and dimensions or for the structural adequacy and functional performance of the works or structures constructed in conformance therewith.

With the exception of materials, equipment components, and mechanical and electrical parts which can be accurately depicted by annotated original copies of manufacturer's printed catalogs or manufacturing documents, all shop drawings shall be of a scale not smaller than 1 inch = 10 feet, shall be fully dimensioned, and completely legible. Upon completion of the Contract the Contractor shall deliver to the Tollway a complete set of such drawings as blackline mylars (4 mil minimum thickness).

The Contractor shall be responsible for obtaining the review of all shop drawings and for their conformity with Plans and Specifications, including those which may originate with subcontractors or material suppliers.

Where any work consists of repairs, extensions, or alterations to existing structures, the Contractor shall make all measurements of existing features which may be required to accurately join old and new work. Any measurements which appear in the Plans to indicate the extent and nature of such repairs, extensions, and alterations are general in nature and shall not relieve the Contractor of the responsibility for taking its own measurements. Accepted shop drawings are a part of the Contract. No deviation from accepted shop drawings will be allowed.

All costs incurred in connection with the preparation of shop drawings shall be considered as included in the various pay items of the Contract and no additional compensation will be allowed to the Contractor therefore.

105.05 Coordination of the Contract Documents. The contract is intended to describe a complete work. In case of discrepancy, calculated dimensions govern over scaled dimensions and the following relationships apply:

Special Provisions	Hold over:	Plans Tollway Recurring Special Provisions Tollway Supplemental Specifications IDOT Recurring Special Provisions IDOT Supplemental Specifications Standard Specifications
Plans	Hold over:	Tollway Recurring Special Provisions Tollway Supplemental Specifications IDOT Recurring Special Provisions IDOT Supplemental Specifications

		Standard Specifications
Tollway Recurring Special Provisions	Hold over:	Tollway Supplemental Specifications IDOT Recurring Special Provisions IDOT Supplemental Specifications Standard Specifications
Tollway Supplemental Specifications	Hold over:	IDOT Recurring Special Provisions IDOT Supplemental Specifications Standard Specifications
IDOT Recurring Special Provisions	Hold over:	IDOT Supplemental Specifications Standard Specifications
IDOT Supplemental Specifications	Hold over:	Standard Specifications
Details Plans	Hold over:	Standard Plans

105.06 Cooperation by Contractor. The Contractor shall give The Work the constant attention which is necessary to facilitate the progress thereof, and shall cooperate to the fullest extent with the Tollway's representatives, with other contractors, with Public Utilities, and with all other agencies and persons currently performing work on or adjacent to The Work or whose property or facilities are affected by The Work. The Contractor shall at all times have a Superintendent as its agent and representative on the site of The Work, who shall have authority to carry out instructions received from the Engineer. The Superintendent shall execute the orders and directions of the Engineer without delay and shall promptly supply all materials, tools, equipment, and labor which may be required. The Superintendent shall be in constant attendance at the site of The Work and shall be in overall control of operations and The Work at all times irrespective of whether any of The Work is authorized to be or is sublet.

The Superintendent shall keep the Engineer informed of the Contractor's planned operations for the following day(s) and notify the Engineer at least 48 hours prior to the start of any operation requiring cooperation with others. The Contractor shall, 10 Calendar Days prior to the start of such operations, notify all other persons or agencies who have property or other interest(s) which might be affected by the operations or whose cooperation will be required to complete the operations unless agreements with such persons or agencies, which have been made available to the Contractor, provide otherwise.

105.07 Cooperation with Utilities. If any Utilities work is being performed by others, the Contractor shall be responsible for coordinating and scheduling its work with any necessary Utility work, so as not to interfere with any Utility Facility adjustment or relocation work to be done by or on behalf of such Utilities and in a manner that such work to be done by or on behalf of such Utilities will not cause interference with the Contractor's completion of The Work by the Completion Date.

- (a) Utilities. The Contractor shall cooperate with the Utilities whenever any work that is required under any Utility Agreements must be performed in conjunction with the construction that is required under the Contract.

Copies of existing agreements, if any, that the Tollway has entered into with any Utility ("Utility Agreement") that concern a railroad or utility line, facility, service, or system (Utility Facility) located in, on, along, over or under The Work, and plans and performance schedules submitted to the Tollway pursuant to any Utility Agreement will have been made available to the Contractor at the Tollway's offices for inspection prior to the submission of Proposals. The Contractor shall be responsible for thoroughly familiarizing itself with any such documents and schedules. The Contractor shall also contact each utility which may be affected by The Work, whether or not a Utility Agreement or plans and performance schedules are on file with the Tollway to determine whether other interferences exist and for any other requirements

relating to work involving any utility facilities prior to submitting its bid proposal. Also, see Article 107.12 for additional requirements related to work involving Railroads.

It is understood and agreed that the Contractor has taken into account in its proposal all utility facilities in their present and relocated positions, and all Utility adjustment and relocation work which will affect its progress, cost and performance of The Work. No damages or additional compensation will be allowed to the Contractor for any delays, costs or inconvenience sustained by the Contractor due to interference from utility facilities or Utility adjustment or relocation work, whether or not agreements therefore were available at the time of bidding. In the event substantial delays in The Work are caused by Utilities and the Contractor is unable to reschedule or accelerate The Work to get back on schedule following completion of the utility work, the Tollway will grant an extension of time for completion of the Contract; provided, however, that no extensions of time will be granted to the Contractor for minor delays and for delays which are attributable to the Contractor's failure to properly coordinate and schedule its work with that of the Utilities, or which are attributable to any other improper performance by the Contractor of any of its other obligations under the Contract.

The Contractor shall not interfere with or cause damage to or interruption of any facilities of any Utility, whether or not they are the subject of any Utility Agreement. The Contractor shall immediately inform the affected Utility and give written notice to the Tollway whenever the Contractor has interfered with or caused damage to or interruption of any facilities of any Utility. The Contractor shall cooperate with the Utility in the prompt repair and restoration of such utility facility and shall be responsible to the Utility for the cost of such repair and restoration. The Contractor shall be held responsible for maintaining its performance of the Contract and completing The Work by the Completion Date despite the Contractor's interference with or interruption of any facilities of any Utility.

The Contractor's attention is directed to the fact that there exists within the State of Illinois a Joint Utility Locating Information for Excavators (JULIE) System. Some utility companies and municipalities which have facilities and a number of others are a part of this system.

The Contractor shall call the JULIE number, 800-892-0123, and they will notify all member utility-companies involved that their respective utility should be located. A minimum of forty-eight hours advanced notice is required and the political name of the township where the work is located, as shown on the location map, along with other location such as land section and quarter section, will have to be given.

For utilities which are not members of the JULIE System, it will still be necessary to contact the owners directly.

- (b) Fire Hydrants. Fire hydrants shall be kept accessible to the fire departments at all times, and no materials shall be kept or stockpiled within 15 feet of any fire hydrant.

105.08 Other Contractors. The Tollway reserves the right to have work performed by other contractors and by Tollway forces and to permit public utility companies and others to perform work during the progress and within the limits of or adjacent to The Work. The Contractor shall conduct its work in a manner and shall cooperate with such other parties so as to cause as little interference as possible with such other work and as the Tollway may also direct. If there is a difference of opinion as to the respective rights of the Contractor and others doing work within the limits of or adjacent to The Work, the Engineer will decide the order and coordination of The Work. The Engineer's decision shall be final and binding on the Contractor. The Contractor shall make no claims against the Tollway for additional compensation due to delays or other conditions created by the operations of such other parties.

- (a) Coordination with Other Contractors. The Contractor is advised that certain operations will involve coordination with Tollway personnel and Contractors currently performing work on or adjacent to this project for the Illinois State Toll Highway Authority and other agencies.

The Contractor shall cooperate to the fullest extent with the Tollway and the Contractors working on adjacent projects in compliance with Article 105.08 and 105.07 of these Specifications.

The Tollway and the Engineer shall be notified in writing by the Contractor at least 48 hours prior to the start of any operation requiring cooperating with others. All other agencies, unless otherwise noted, will be notified in writing by the Contractor ten (10) days prior to the start of any such operation. The Contractor shall make no claims against the Tollway for additional compensation due to delays or other conditions created by the operations of such other parties.

105.09 Survey Control Points. The Engineer will set the construction stakes for the centerline and base lines of The Work. The Engineer will furnish such benchmarks as may be necessary to lay out The Work correctly. The Contractor shall be responsible for preserving and maintaining these lines and benchmarks, and shall lay out therefrom The Work it is to perform under the Contract. Any stakes, markers or monuments destroyed during the progress of The Work shall be replaced by the Engineer at the Contractor's expense and the cost thereof shall be deducted from any payments due or to become due the Contractor.

The Contractor shall establish offset base lines, reference points, and slope stakes at 100 foot intervals on each side, supplementary benchmarks, stakeouts for all structures and interchanges (using calibrated tapes), stakeouts for channel widening or relocation, road or street relocations and widening, and any other necessary horizontal and vertical controls.

Before commencement of The Work, the Contractor shall notify the Engineer so that all construction survey work performed by the Contractor may be checked by the Engineer before work based on said survey begins. Stakes for all pavements and structural concrete shall be established by the Contractor. The cost to the Contractor of laying out The Work, as herein described, shall be considered as included in the prices bid for the various pay items of the Contract and no additional compensation will be allowed therefore. The Contractor shall notify the Engineer not less than 48 hours prior to the scheduled time when stakes are to be placed.

The Contractor shall provide all stakes, templates, straightedges, and other material necessary for checking, marking and maintaining points, lines, and gradients.

The Contractor shall provide and maintain at the site of The Work such qualified personnel and equipment as may be necessary to establish the dimensions of The Work. The Engineer will be responsible only for the setting of stakes as herein provided and for inspection and checking.

105.10 Authority and Duties of Resident Engineer. The Resident Engineer is responsible for the administration and satisfactory completion of an assigned construction project. The Resident Engineer has the same duties and functions described in Section 105.11 Authority and Duty of Inspectors, of these Supplemental Specifications

105.11 Authority and Duty of Inspectors. Inspectors will be furnished by the Construction Section Engineer. Inspectors have the authority to inspect all work done and all materials furnished. Such inspection may extend to all parts of The Work, including the preparation, fabrication and manufacture of the materials. The Contractor shall cooperate with the Inspector and afford every opportunity for inspecting The Work and materials at all times and places. The presence of the Inspector or inspection by the Inspector shall not lessen nor relieve the Contractor of its responsibility for The Work. The Inspector shall have the right to reject materials or work not in compliance with the Contract Documents. In case any dispute arises between the Contractor and the Inspector as to materials furnished or the manner of performing The Work, the Inspector shall have authority to stop the disputed work until the questions at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any requirements of the Contract nor to approve or accept any portion of The Work, nor to issue instructions contrary to the Contract Documents.

105.12 Inspection of Work. All materials and each part or detail of The Work shall be subject at all times to inspection by the Engineer. Such inspection may include mill, plant, or shop inspections. The Engineer shall be allowed access to all parts of The Work, and shall be furnished with such information and assistance by the Contractor as is required to make complete and detailed inspections.

The Contractor shall keep the Engineer notified of its planned or contemplated operations sufficiently in advance so that inspection may be arranged by the Engineer. Such notice shall include the nature, location, date and starting time of that portion of The Work planned or contemplated, and any hours outside of the conventional work day and work week during which prosecution of The Work is contemplated. The performance of any work without such notice to the Engineer, and in the absence of inspection or the written waiver thereof, shall, in and of itself, constitute sufficient grounds for the rejection of such work. Any expense or cost of removing or uncovering work performed without notice to the Engineer as herein provided for purposes of making inspection, shall be borne by the Contractor regardless of whether The Work is later determined to be in compliance with the Contract Documents.

The Contractor shall, if the Engineer requests, remove or uncover any portions of the finished Work for examination before the final acceptance of same. After the examination, the Contractor shall restore said portions of The Work to the requirements of the Contract Documents. If The Work thus exposed or examined proves acceptable, the expense of uncovering or removing and replacing of the parts removed shall be paid for as Extra Work in accordance with Article 109.04 unless otherwise provided in the Specifications; but if The Work so exposed or examined proves unacceptable, the expense of uncovering or removing and replacing same in accordance with the Specifications shall be borne by the Contractor.

When the Contract includes railroad grade separation or grade crossing work, all materials for, and each part or detail of The Work shall also be subject at all times to inspection by representatives of the applicable railroad insofar as railroad interests are concerned, but such inspection shall not make the railroad a party to the Contract, nor relieve the Contractor of its responsibility for The Work.

105.13 Final Inspection. The Engineer will make a final inspection of The Work as soon as reasonably practicable after being notified in writing by the Contractor that The Work is completed. However, the Engineer may also make a final inspection following the date that his records indicate that The Work is completed, without such notice. If The Work is not acceptable to the Engineer at the time of such inspection, the Engineer will advise the Contractor in writing as to the particular defects to be remedied before final acceptance. If, within a period of 10 calendar days after such notice, the Contractor has not taken steps to expeditiously complete The Work as outlined by the Engineer, the Tollway may, without further notice and without in any way impairing the Contract, make such other arrangements as it may deem necessary to have The Work completed in a satisfactory manner, including use of Tollway personnel and equipment or employment of an independent contractor selected by the Tollway. Any and all costs incurred by the Tollway in so completing The Work shall be paid by the Contractor and may be deducted from any monies due or which may become due the Contractor. The Tollway will ascertain, in the exercise of its sole discretion, the date upon which all work was completed.

105.14 Removal of Defective or Unauthorized Work. All work which is rejected prior to final inspection because of defective materials or workmanship, or for otherwise failing to comply with the Contract, shall be remedied or removed and replaced by the Contractor at its own expense and as directed by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer made under the provisions of this paragraph, the Engineer shall, after giving written notice to the Contractor, have the authority to cause such defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed either by use of the Contractor's own forces or through employment of an independent contractor selected by the Tollway, and to deduct the cost thereof from any compensation due or to become due the Contractor. Work done beyond the lines shown in the Plans or delineated by the Engineer or any Extra Work done without proper Contractual authorization will be considered as unauthorized and no compensation shall be due the Contractor therefore. Work so done may be ordered removed or replaced at the Contractor's expense.

105.15 Responsibility for Construction Hauling Equipment. The Contractor shall be responsible for all damages caused by any equipment and operations engaged in performance of The Work including, but not limited to, damages to public, private and Tollway property which may be affected by the Contractor's work or operations. The Contractor shall be responsible for obtaining authority from, and complying with, the requirements of any applicable owner or governmental authority whose property may be affected by the Work. The costs thereof shall be the Contractor's responsibility. No loads shall be placed or permitted on The Work until approved by the Engineer.

Additionally, the Contractor shall take such measures and accept such responsibilities as are more specifically stipulated in these Specifications and/or in the Special Provisions for protection of The Work.

105.16 Job - Site Safety. Caution shall be exercised by the Contractor at all times for the protection of persons and property. Any and all safety regulations and other provisions of applicable Federal, State and local laws and building, construction, and environmental codes shall be observed.

The Plans do not include standards or guidelines for construction safety. The Contractor shall be solely responsible for the adequacy and safety of all construction methods and the safe prosecution of The Work, including but not limited to forms, false work, scaffolding, trench protection, protective barricades, protective rails and warning lights. Any examination and/or acceptance by the Engineer of the Contractor's plans for such items, as well as for any other items needed for the prosecution of The Work, relate only to general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Such examination and/or acceptance by the Engineer shall not relieve the Contractor from full and complete responsibility for safe prosecution of The Work at all times and for obtaining satisfactory results.

All personnel, excluding flaggers, working outside of a vehicle (car or truck) within the Contract Limits shall wear a fluorescent orange, fluorescent yellow-green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturers tags identifying them as meeting the ANSI Class 2 requirement. Personal protective equipment for flaggers is specified in Article 701.04(c) of the Standard Specifications.

During the course of performance of The Work under the Contract, if any operation, practice, or condition is deemed by the Engineer to be unsafe, the Contractor, when notified verbally (which will later be confirmed in writing) by the Engineer, shall take such corrective action as shall be appropriate. However, when, in the opinion of the Engineer, any operating practice or condition endangers persons or property, such operation, practice, or condition shall be summarily discontinued and adequate remedial action taken by the Contractor before the affected part of The Work is resumed.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of The Work at all times. In the event the Tollway, its authorized representatives or the Consulting Engineer are held by a court or administrative body to be liable for personal injuries or damages to persons or property arising from deficiencies in job-site safety, the Contractor shall promptly indemnify and hold them harmless there from as provided for in Article 107.26 hereof.

105.17 Artificial Lighting. When the Contractor is permitted by the Contract to perform any work during periods of darkness, the Contractor shall provide and maintain, without additional cost to the Tollway, sufficient artificial lighting to permit safe and proper construction, inspection and management of traffic. Headlights on trucks, vehicles and other movable equipment (except lighting equipment) will not be considered sufficient. Artificial lighting shall be controlled by the Contractor so as not to constitute a hazard to the motoring public or a nuisance to adjacent property owners.

105.18 Warranties. In each case where warranties are required under the Contract Documents, the Contractor shall assemble warranties, properly executed by each of the respective manufacturers, subcontractors and suppliers, as the case may be. Warranty forms ("Warranty Form(s)") may be furnished to the Contractor by the Tollway. The Contractor shall submit to the Engineer one signed original Warranty Form and 4 copies for each item. The original and all copies shall be neatly assembled and shall contain the following information for each item:

1. Product or work item
2. Manufacturer, with name, address and telephone number of a person in authority who may be contacted with regard to warranties.
3. Description of warranty
4. Date of beginning of warranty (date of acceptance by the Tollway)
5. Duration of warranty
6. Information for proper procedure in case of equipment failure
7. Contractor, with name, address and telephone number of a person in authority who may be contacted with regard to warranties.

The original Warranty Form and each copy shall be assembled in separate packets. Each Warranty Form packet shall be 8 1/2 inches x 11 inches, folding any larger sheets to fit. Each packet shall have a typed cover sheet which shall include the title: WARRANTIES, the Tollway's Contract Number, Contract Title, and the Contractor's name. All warranties shall be submitted to the Engineer not less than 14 Calendar Days prior to the date for final inspection.

When certain items or systems are completed and utilized by the Tollway prior to completion of The Work, a final inspection will be made of those certain items or systems. A copy of the applicable Warranty Form shall be submitted to the Engineer at least 14 Calendar Days prior to the final inspection of such items or systems. The original Warranty Form and 4 copies will be submitted in accordance with the requirements for final inspection of The Work.

In the event that any Warranty Form is rejected by the Engineer and returned to the Contractor for corrections or additions, the Contractor shall correct such Warranty Form to the satisfaction of the Engineer prior to the final inspection. Any item or system to be inspected and accepted by the Tollway shall meet all requirements of the Contract Documents, Addenda or changes requested by the Tollway before the item or system is accepted and the date for the start of the Warranty period is set.

Nothing herein is intended to, nor shall it relieve the Contractor or the Surety from full and complete responsibility and guaranty for The Work as otherwise provided in these Contract Documents.

105.19 Coordination Using the Web Based Project Management System

(a) Description It is the intent of the Tollway to implement a project website for file storage, communication and correspondence. The Contractor will be required to communicate and correspond with the Tollway and Construction Manager using the project website.

(b) General Requirements The Contractor shall utilize the Tollway web based project management system (WPMS) to track and manage the project. This system shall be an official record of all project communication. Contractor shall post copies of all project related documents on the

WBPMS.

Within 14 calendar days of Notice to Proceed the contractor shall identify a website manager (coordinator) who is to be the point of contact with Tollway website implementation and support staff.

Within 14 days of Notice to Process all contractor and subcontractor employees who will use the WBPMS must complete the training provided by the Tollway prior to having access to the WBPMS. A valid e-mail address must be provided prior to the training session. The contractor agrees to comply with all terms and conditions associated with use of the WBPMS.

The Contractor must submit, track, review, and handle submittals via the WBPMS. The Contractor must submit for review all shop drawings, brochures, and samples called for under the Contract or required by the Tollway. The Contractor must make submittals promptly to avoid delays in the Work.

In the case where physical samples are required, the Contractor will track the submittal and review of the sample via the WBPMS. The sample itself will be transmitted to the Engineer via traditional means. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the WBPMS for record and by traditional means for paper documents, unless the Contractor is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record. All project documentation will reside in the WBPMS.

Project documents transmitted via the "WBPMS must comply with the following electronic formats:

1. Documents generated by Microstation or AutoCAD shall be submitted via the WBPMS in Adobe Portable Document Format (PDF) generated by a PDF writer from the CAD application.
2. Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
3. Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the WBPMS.
4. Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
5. Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
6. Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the WBPMS.

(c) Equipment and Software Requirements The successful contractor must establish broadband Internet connectivity in order to effectively utilize the WBPMS (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The contractor must furnish all hardware and software required to effectively utilize the WBPMS, including personal computers, peripheral software, virus protection software, WBPMS plug-ins, ActiveX installation, firewall configuration, and high-speed document scanners. The contractor will be solely responsible for coordination between its subcontractors and suppliers and the WBPMS.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each WBPMS participant must have a dedicated (not shared) commercial grade DSL (not home consumer DSL) or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

1. Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.
2. Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>
3. Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Contractor and must reside on a PC accessible to all users within the Contractor's project office. The purchase and installation of multiple copies is recommended.
4. A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

(d) Measurement and Payment There will be no separate measurement or payment for

fulfilling the requirements described herein, and all cost, direct or indirect, shall be incidental to the contract.

Illinois State Toll Highway Authority

**SUPPLEMENTAL SPECIFICATION
FOR
SECTION 106. CONTROL OF MATERIALS**

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace this section of the IDOT Standard Specifications for Road and Bridge Construction adopted January 1, 2002 in its entirety with the following.

106.01 Quality of Materials. In the event that the Contractor intends to substitute materials, products, or equipment of a trade name or manufacturer different from that specified in the Contract Documents, the Contractor must obtain the written approval of the Engineer to use such substitute materials, products, or equipment prior to placing any order therefore. The substitution request of the Contractor shall include quality and performance data and comparative information about the materials, products, or equipment required under the Contract Documents and those that the Contractor intends to substitute. Notwithstanding the approval by the Engineer, the Contractor shall be held responsible for any failure whatsoever in the quality or performance of such approved substitute materials, products, or equipment. The Contractor will also be solely responsible for any delays caused by the substitution of different materials, products or equipment or by any requests made therefore, whether granted or denied.

All materials to be permanently incorporated in the Work shall be new unless otherwise specifically prescribed in the contract documents.

The Contractor acknowledges and agrees that it will maintain its performance of the Contract and complete the construction of The Work by the Completion Date, notwithstanding the quality and performance or lack thereof of any specified or substituted materials, products, or equipment.

106.02 Unacceptable Materials. In the event the Engineer finds materials which are incorporated in The Work or the finished product in which the materials or products used are not in compliance with the Contract Documents, the Contractor shall promptly remove them and replace them with the specified materials or products, at the Contractor's expense.

106.03 Sampling, Testing and Cited Specifications. In order to assure the use of suitable materials, the Tollway may require any or all materials to be subject to tests by means of samples or other suitable means. The Contractor shall cooperate with and afford such facilities as the Engineer may require for collecting and forwarding samples. The Contractor shall not make use of or incorporate in The Work any material represented by said samples until the tests have been made and the materials are found to be acceptable and in compliance with the requirements of the Specifications. The Contractor shall furnish all required samples without charge.

Within 24 hours after receiving a shipment of unsampled material, the Contractor shall advise the Engineer in writing of the kind, size, quantity, and location of such materials.

Unless otherwise provided, all materials shall be sampled and tested in accordance with the latest published AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing as revised to the date of Advertisement for Bids. In case there are no AASHTO standards which are applicable, Standard Methods of the American Society for Testing Materials as revised to the date of Advertisement for Bids shall be used. In case there are no ASTM standards which apply, applicable

Standard Methods of the Federal Government, or of the American Concrete Institute, or other Standard Methods specified in the Contract, as revised to the date of Advertisement for Bids, shall be used. If no such Standard Methods apply or are specified in the Contract, sampling and testing shall be as approved by the Engineer.

For the verification of weights or proportions and character of materials and determinations of temperatures used in the preparation of the materials and mixtures, the Engineer shall have full and complete access at all times to all plants or factories mixing, furnishing, or fabricating materials to be used in The Work. The Contractor shall facilitate and assist in verification of the accuracy of all scales and other measuring devices used by it and any material suppliers.

The Contractor warrants and guarantees that all materials used in The Work will conform to the Specifications, and that all work will be performed in a proper, good and workmanlike manner and in accordance with the Contract.

106.04 Inspection of Materials. All materials shall be subject to inspection by the Engineer or the Tollway's representative. The Contractor shall give sufficient advance notice of placing orders to permit inspections (which may include sampling and testing) to be completed before the materials are incorporated in The Work, and it shall cooperate with and make available such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All samples shall be furnished without charge to Tollway.

The Contractor shall not make use of or incorporate in The Work any materials to be inspected until inspections, including any necessary sampling and testing, have been completed and the materials found to be in accordance with the requirements of the Contract Documents.

The Tollway shall have the right to inspect the materials at their source or elsewhere, but it is understood that the Tollway is not obligated to inspect materials in any particular manner or location. Plant inspection, when made, will be at the expense of the Tollway, and the Contractor and the materials producer or supplier shall afford all such facilities and cooperation as may be required so that the Tollway or its representatives may satisfy themselves as to the quality, quantity, and identity of the materials involved. They shall supply promptly an appropriate number of copies of purchase orders, internal production orders, shipping bills, and other papers. The representatives of the Tollway shall have free, uninhibited and safe entry at all times to such parts of the plant as concern the manufacture and production of the materials ordered. When said representatives are in or about such premises in the course of their employment, they shall be deemed conclusively to be invitees of the Contractor. If the Contractor is not the owner of the place where fabrication, preparation, or manufacture is in progress, the owner thereof shall be deemed to be the agent of the Contractor with respect to the obligation assumed hereunder.

Inspection of material at a producer's or supplier's plant by the Tollway is conducted to assist in maintaining consistent progress and quality and may, in fact, preclude or reduce the loss of time and the expense which might otherwise result from the rejection of faulty material after its delivery to the site of The Work. Any such inspection shall not, however, be construed as final acceptance. Materials may also be inspected for compliance with the Specifications at the time and place they are incorporated in The Work, and the Tollway reserves the right to reject any materials which do not meet the requirements of the Specification at the time they are used, regardless of prior inspections.

The acceptance of materials on the basis of samples obtained and tests performed by or on behalf of the Tollway shall not relieve the Contractor of the obligation to provide materials which meet the requirements of the Contract.

When inspection is made at a producer's plant, the Contractor shall cause the producer, when required by the Engineer, to furnish a weather-proof building or suitable space within a weather-proof building for the exclusive use of the Tollway's inspector. The building or space shall be located conveniently to the site of fabrication. Unless otherwise approved by the Engineer, it shall conform to the

following requirements:

Floor space, not less than.....	120 sq. feet
Height of ceiling, not less than.....	8 feet
Windows, not less than.....	3
Door, with lock approved by the Engineer	1
Type of Floor	Wood
Instrument locker, 2'x3'x3', with Adjustable shelves	1
Hinged wall table, 2 ¹ / ₂ 'x6'	1

The producer or supplier shall provide lights, utility outlets, water, heat and air conditioning for the building or space provided, and sanitary facilities. All keys to the building or space provided shall be turned over to the Engineer.

106.05 Source of Materials. The source of supply, of each material used, shall be approved by the Engineer before delivery is started. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the Tollway, the Contractor shall furnish materials from other approved sources.

If the Contractor decides to investigate new sources of supply, the Contractor shall furnish without charge such preliminary samples as the Tollway may require. Test will be made on these preliminary samples and reports rendered, but it is understood that such tests are for informational purposes only and tests shall not be considered as a guarantee of acceptance of any material which may be delivered later for incorporation in the Work. Only materials actually delivered for use will be considered, and their acceptance will be based solely upon the results of the test made on these materials.

If the Contractor installs equipment or apparatus to produce materials from new sources of supply, the Contractor does so at his/her own risk, and the Contractor shall assume full responsibility for the production of uniform and satisfactory materials. In case of failure of a source of supply to produce materials satisfactory to the Tollway, the Contractor shall indemnify and save harmless the Tollway from any and all claims for loss or damage of whatever nature which the Contractor may have suffered by reason of the installation of equipment and the operation of such sources of supply.

When materials are furnished to the Contractor by the Tollway for inclusion in the work, the Contractor's responsibility for all such materials shall be the same as for materials furnished by the Contractor.

106.06 Stored Materials and Equipment. If it is necessary to store materials, they shall be protected in such manner as to insure the preservation of their quality and fitness for The Work. Materials shall be stored and located so as to facilitate prompt inspection. All stored materials shall be made available for inspection by the Engineer at the time of their use in The Work, even though they may have been inspected and approved before being placed in storage. All existing materials which are required to be removed and stored during the progress of The Work shall be carefully removed and stored at locations noted on the Plans, or as may be directed by the Engineer. When the Contractor is allowed to use the Toll Highway right-of-way for storage of materials, stockpiles shall be confined to such cleared areas as may be approved by the Engineer. If stockpiling is done or required to be done outside of the right-of-way, the additional space required shall be provided by the Contractor at its expense. The use of such storage sites shall be discontinued immediately upon completion of that portion of The Work for which the storage was required and the sites shall be cleaned of all surplus materials and debris and

restored as nearly as possible to their original condition by the Contractor at its expense.

The Contractor may be permitted a storage yard for equipment or materials or a field office on Tollway property, with written permission from the Engineer, subject to the express conditions of such permission and provided the Tollway is indemnified and held harmless by the Contractor against all costs or liabilities in connection therewith. Under no circumstances will the Contractor's employees be permitted to park personal vehicles on Toll Highway shoulders or in the median.

Storage of materials and equipment on Toll Highway pavement or shoulders, or adjacent thereto, shall be in strict conformance with the requirements set forth in Article 701.13 of these Supplemental Specifications.

106.07 Handling Materials. All materials shall be handled in such a manner as to preserve their quality and fitness for the work. Aggregates shall be transported from the storage sites to the work in tight vehicles so constructed as to prevent loss or segregation of materials after loading and measuring in order to prevent inconsistencies in the quantities of materials intended for incorporation in the work as loaded, and the quantities as actually received at the place of operations.

106.08 Certification of Structural Steel Fabricator. All structural steel fabricators performing work on the main load carrying components of steel structures shall be certified under the appropriate category of the AISC Quality Certification Program as follows:

- (a) Fabricators of welded plate girders, box girders, trusses, and arches shall be certified under Category MBr (Major steel Bridges).
- (b) Fabricators of rolled beam structures, either simple span or continuous, and overhead sign structures shall be certified under Category SBr (Simple Steel Bridges).

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 107. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace this section of the IDOT Standard Specifications for Road and Bridge Construction adopted January 1, 2002 in its entirety with the following.

107.01 Laws to be Observed. The Contractor warrants that it is thoroughly familiar with and will comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals which in any manner affect performance of the Contract; including, but not limited to, the Illinois State Toll Highway Authority Act, the Illinois Environmental Protection Act, the Worker's Compensation Act, the Illinois Human Rights Act, minimum and prevailing wage statutes and regulations, the Citizens Preference Act, the Steel Products Procurement Act, any applicable occupational safety and health laws, laws with respect to permits, licenses and fees in connection therewith and laws regarding maximum working hours. No pleas of misunderstanding or ignorance thereof will be considered.

Whenever requested, the Contractor shall furnish the Engineer with satisfactory proof of compliance with applicable federal, state, and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

- (a) **Wage Rates.** The Contractor shall pay not less than the prevailing rate of wages as are on file with the Illinois Department of Labor, and are available at the following web site: <http://www.state.il.us/agency/idot/>. The Contractor shall be required to comply with the provisions of "an Act regulating the rates of laborers, mechanics, and other workers employed in any public works by the State, county, city or any public body of any political subdivision or anyone under contract for public works." (820 ILCS 130/0.01-12, as amended from time to time).
- (b) **Illinois Human Rights Act.** The Contractor is advised that the Illinois State Toll Highway Authority has heretofore by resolution adopted all of the applicable requirements and provisions of the Illinois Fair Employment Practices Act, now the Illinois Human Rights Act (Ill. Rev. Stat., Ch. 68, Para. 1-101 et seq. as amended from time to time) and all of the applicable rules and regulations promulgated there under, and that all such applicable requirements, provisions and rules and regulations are deemed to be part of the Contract and to apply to the Contractor as if fully set out herein.
- (c) **Citizens Preference Act.** The Contractor will be required to comply with the provisions of "An Act to give preference in the construction of public works projects and improvements to citizens of the United States who have resided in Illinois for one year." (Ill. Rev. Stat., Ch. 48, Pars. 269-275 as amended from time to time)
- (d) **Steel Products Procurement Act.** The Contractor will be required to comply with the Steel Products Procurement Act (Ill. Rev. Stat., Ch. 48 Par 1801 as amended from time to time) which provides that each contract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works made by a Public Agency shall contain a provision that steel products used or supplied in the performance of that contract or any sub-contract thereto shall be manufactured or produced in the United States. The Tollway may

require certification of compliance with this Act.

- (e) **M/W/DBE Utilization Program.** The Illinois State Toll Highway Authority has instituted a voluntary, best efforts affirmative action program to encourage Contractors to increase the participation of minority, women-owned and disadvantaged business enterprises (M/W/DBEs) on Tollway projects. The Tollway's goals are set forth on the Plant and Equipment Questionnaire, which is part of the Contract Documents. The Tollway encourages contractors to make a best effort to voluntarily achieve the Tollway's goals.

107.02 Worker's Compensation Insurance. Prior to the approval of his/her contract by the Tollway, the Contractor shall furnish to the Tollway certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise take care of according to Section 4(a) of the "Worker's Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted according to the specifications, and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the work by the Tollway, is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Worker's Compensation Act" may be considered as a breach of the contract.

107.03 Reserved

107.04 Permits and Licenses. Except as provided in Article 107.13, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of The Work, including such permits and licenses as may be required in connection with the transportation of materials or equipment over haul roads, streets, highways, or railroads. The Contractor shall verify the status of right-of-way parcels to be acquired.

107.05 Patented Devices, Materials and Processes. If any design, device, material or process covered by patent, trademark, or copyright is used in The Work, the Contractor shall provide for such use by suitable agreement with the patentee or owner and shall indemnify and save harmless the Tollway from and against all claims for infringement, and the costs thereof shall be included in the unit prices for the various pay items of the Contract. The Contractor shall, upon demand of the Tollway, furnish the Tollway with a copy of such agreement with the patentee or owner, and if such copy is not furnished when demanded, then the Tollway may, if it so elects, withhold any and all payments to the Contractor until such agreement is furnished. The Contractor and Surety shall indemnify and save harmless the Tollway from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with The Work to be performed under the Contract, and shall indemnify the Tollway for any costs, expenses, fees and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution of or after completion of The Work.

107.06 Surface Openings in Existing Roads. The Contractor shall arrange with Federal, State or local agencies for making openings for access to and from public roads and shall procure all permits and licenses, pay all charges and fees, and give all notices necessary therefore and incident thereto.

The Contractor shall notify the Engineer in writing prior to beginning any portion of The Work requiring such access opening that all such arrangements have been made.

107.07 Reserved

107.08 Sanitary Provisions. The Contractor shall observe all rules and regulations of any State or local health department, and shall not create or allow unsanitary conditions.

107.09 Public Convenience and Safety. The Contractor shall notify the Engineer at least ten Business Days in advance of starting any construction work which might in any way affect or inconvenience traffic or the public.

The Contractor shall conduct its operations so as to provide safe passage of traffic in The Work area and cause the least possible obstruction and inconvenience to the public. No greater length or amount of work shall be under construction at any time than the Contractor can prosecute properly with due regard to the rights and safety of the public.

Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through The Work with a minimum of inconvenience and delay.

No work which will require movement of vehicles to and from the work site or which will otherwise interfere with Tollway traffic will be allowed during the following holiday periods without specific written authority from the Tollway:

- Easter Weekend – 12:00 Noon Thursday through 9:00 A.M. Monday
- Memorial Day Weekend – 12:00 Noon Friday through 9:00 A.M. Tuesday
- Independence Day – as specified in the Special Provisions
- Labor Day Weekend - 12:00 Noon Friday through 9:00 A.M. Tuesday
- Thanksgiving Weekend - 12:00 Noon Wednesday through 9:00 A.M. Monday
- Christmas-New year's Day period - as specified in the Special Provisions

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at its expense.

The Contractor shall conduct its operations so as not to interfere with existing traffic signal and highway lighting systems during the prosecution of The Work and the appropriate agency shall be permitted to perform routine maintenance.

Convenient access to driveways, houses, and buildings along the line of The Work shall be maintained at all times and temporary approaches to crossings or intersecting highways shall be provided and maintained during prosecution of The Work. When an abutting property owner's access across the right-of-way line is to be replaced by other access facilities, the existing access shall not be closed until suitable replacement access is constructed and usable.

Water or other dust palliative for the alleviation or prevention of a dust nuisance shall be applied as directed by the Engineer.

The Contractor's personnel and equipment shall only be permitted to enter and leave the Toll Highway or other highways via existing ramps, and shall be required to move in the direction of public traffic. All movements on or across the publicly traveled right-of-way shall be controlled by the Contractor so as not to endanger public traffic.

Any cost and expense incurred by the Contractor in conforming to the requirements of this Article shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

107.10 Reserved

107.11 Reserved

107.12 Work Involving Railroads. All work adjacent to or within any railroad right-of-way, whether or not it involves the construction of any grade separation structure, shall be subject to advance approval of the applicable railroad company and to inspection at all times by its properly designated

representative(s). All such work shall be performed at such times and in such manner as not to unnecessarily interfere with the movement of trains or traffic upon the tracks of such railway company. The Contractor shall use all care and caution in order to avoid accidents, damage, and unnecessary delay and interference with the railroad company's operations and property. The Contractor shall conduct operations upon the railroad right-of-way in full compliance with the rules, regulations, and requirements of such railroad. The Contractor shall have acquainted itself with such rules, regulations and requirements prior to the submission of its Bid Proposal. The costs of complying with the rules, regulations and requirements of such railroad shall be paid by the Contractor and shall be considered as included in the prices for the various pay items of the Contract and no extra compensation will be allowed therefore. The Contractor will be required to carry such railroad protective insurance as may be required by the Special Provisions and by the railroad.

Any flagging protection or inspector service required by the railroad for the safety of railway operations because of work being performed by the Contractor or in connection therewith, will be provided by the railroad and the cost thereof shall be reimbursed to the railroad by the Tollway on the basis of the railroad's bills. The Contractor need not include the costs of such protection in his contract price.

In order that the railroad may be prepared to furnish protective services, the Contractor shall notify the railroad the minimum time designated by the railroad in advance of when the protective services are required. The Contractor shall make every effort to notify the railroad sufficiently in advance if previously requested flagger or inspection services will not be needed for any reason. Any costs for flagging protection or inspector service provided by the railroad at the Contractor's request for those days when the Contractor does not work shall be borne by the Contractor.

Should the Contractor require a temporary crossing over the tracks of any railroad for its own convenience, the Contractor shall make its own arrangements with that railroad for the construction or use of any such crossing. Any costs associated with construction or removal of such temporary crossing shall be assumed by the Contractor.

The safety and continuity of operations of railroad traffic shall be of primary importance and shall at all times be protected and safeguarded.

Upon request, the Tollway will make available to the Contractor at the Tollway's offices its records showing any agreements between the railroad and the Tollway which affect The Work, and the Contractor shall acquaint itself with and comply with all terms and provisions contained therein which are applicable and, to the extent there is any conflict, the terms of such agreement shall control over the other provisions contained herein.

Before commencement of any work within the railroad right of way, the Contractor shall give written notice to the Railroad Engineer at the address to be furnished by the Engineer. Such notice shall be in compliance with any agreement between the railroad and the Tollway. Whenever such work, in the opinion of the Railroad Engineer or his duly authorized representative, may affect the safety of railroad operations or personnel, the method of doing such work shall be submitted to the Railroad Engineer for written approval and no such work shall be commenced or prosecuted without such written approval. The approval of the Railroad Engineer shall not be considered as a release of the Contractor from responsibility or liability for any damage which the railroad may suffer, or for which it may be held liable by the acts of the Contractor or its subcontractors or their employees or agents.

When, in the opinion of the Railroad Engineer, the construction work causes a hazard to the safe operation of trains, the railroad company may place at the site of The Work, trainmen, flaggers, trackmen, watchmen or other employees deemed necessary by the Railroad to protect its interests; however, the providing of such employees and other precautions shall not relieve the Contractor or its subcontractors of any liability for injury or damages arising in connection with their operations. When The Work involves construction of or improvement to a structure separating the grades of the Toll Highway and a railroad, the requirements of this Article may be augmented by Special Provision setting forth detailed

requirements applicable to the particular project and the particular railroad company's rules, regulations, policies and operations.

107.13 Work at Navigable and Regulated Waters and other Streams. All work at navigable and regulated waters shall be conducted so that free navigation of the waterways will not be interfered with and so that the existing navigable depths will not be impaired. Work at all other streams shall be conducted so as to keep the streams clear and unrestricted.

The Tollway will obtain, at no cost to the Contractor, any necessary permits from governmental agencies for construction over, under, or adjacent to streams, bodies of water, or navigable and regulated waterways and for construction of channel changes. The Contractor shall ascertain that the permits have been obtained prior to commencement of work subject to this provision.

The Contractor shall not be entitled to additional compensation because of any delay on the part of the Tollway in obtaining the required permits, it being agreed and understood that the Tollway shall only be required to exercise reasonable efforts to obtain the necessary permits.

Any additional permits, licenses, or easements for rights of entry or access required to facilitate the Contractor's operations shall be obtained by the Contractor at its expense. The Contractor shall schedule or reschedule its work so as to avoid delays caused by failure to obtain applicable permits.

107.14 Maintenance of Traffic. When work zone traffic control is required along the route under construction, or when any section of road is closed for construction operations of any type, or when any section of road is opened for traffic prior to completion of all work, the Contractor shall protect the workers and provide for safe and convenient public travel by providing adequate traffic control. The traffic control shall conform to the Traffic Control Plan, included in the contract, and to the requirements of Section 701.

107.15 Dirt on Pavement or Structures. Where the Contractor's equipment is operated on any portion of the pavement or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations, and at other times as directed by the Engineer.

The Contractor shall furnish, erect and maintain "SLIPPERY WHEN WET" signs at such locations, when required during wet weather.

The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

107.16 Equipment on Pavement or Structures. The Contractor shall be responsible for all damage to public roads caused by the Contractor and its agents and sub-contractors. Public road pavement and structures shall be protected from damage caused by lugs or cleats on tracks or wheels of equipment by the use of plank ways, wooden track blocks, smooth tires, or as otherwise approved by the Engineer.

All equipment used in the prosecution of The Work shall comply with the legal load limits established by any applicable law, statute, ordinance or regulations, when moved over or operated on any pavement, structure or public road, unless prior permission in writing has been obtained by the Contractor from the proper authorities. Before using any equipment which may exceed the legal load limits, the Contractor shall secure a permit therefore in advance, allowing ample time to make a safety analysis for the proposed load. It is agreed and understood that the Tollway shall not be responsible for any delay in construction operations or for any costs incurred by the Contractor in complying with legal load limits, or for obtaining variances, if any, from legal load limits.

107.17 Reserved

107.18 Use of Fire Hydrant. If the Contractor desires to use water from fire hydrants, it shall obtain prior written permission from the proper authorities, and shall conform to the municipal ordinances, rules or regulations concerning their use. Fire hydrants shall remain accessible at all times.

107.19 Removal and Disposal of Waste Materials. The Contractor shall be solely and entirely responsible for compliance with all Federal, State, and local laws, ordinances, regulations and directives with respect to the disposal of waste materials. In connection therewith the Contractor shall be solely and entirely responsible for obtaining all necessary permits, licenses or other authorizations so as not to delay The Work and shall be responsible for the payment of all required fees and costs therefore, all without additional cost to the Tollway, except as modified in Article 107.19(a).

Burning of waste materials within the limits of the Toll Highway right-of-way or in close proximity thereto will not be permitted under any circumstances.

- (a) **Hazardous Waste Material.** Should any substance at any time be encountered which may be classified as a waste and subject to the requirements of the Resource Conservation and Recovery Act (Hazardous Waste), the Toxic Substances Control Act (PCB), Clean Air Act (Asbestos), or State Regulations (Special Wastes), the Contractor shall be solely and entirely responsible for notifying the Engineer, the Chief Engineer and the appropriate authorities with jurisdiction over such materials.

The Contractor shall control access to the site and shall take immediate steps to prevent the waste from migrating off site. The Contractor shall fully cooperate with such authorities and the Engineer. All required permitting, removal, disposal, and any incidentals necessary to complete this work as required by the applicable statutes and authorities will be considered Alterations, Cancellations and Deductions as defined in Article 104.02. Final payment will be made upon satisfactory evidence of compliance with all applicable Statutes, etc. Payment will be made in accordance with Article 109.04.

107.20 Protection and Restoration of Property. The Contractor shall not enter upon private property for any purpose in connection with The Work without obtaining prior permission from the owner. The Contractor shall take all necessary precautions for the protection of public or private property, such as vaults, underground structures of public utilities, underground drainage facilities, overhead structures of public utilities, trees and shrubbery.

The Contractor shall familiarize itself with the location of all public utility and Tollway services, facilities, and structures that may be found in the vicinity of the construction. The Contractor shall conduct its operations to avoid damages to the utilities or structures belonging to the Tollway and any other owners. The Contractor is responsible for meeting all the requirements established by the Tollway and such other owners for the protection and restoration of their property and facilities.

When or where there occurs any direct or indirect damage or injury to public or private property, by or on account of any act, omission, neglect, or misconduct in the execution of The Work, or in consequence of the execution or non-execution thereof on the part of the Contractor, such property shall be restored by the Contractor and at the Contractor's expense to a condition equal to that existing before such damage or injury, in a manner or amount acceptable to the Tollway and to the owner or owners of such property. In the event the Contractor fails to restore or compensate for such property damage or injury, the Tollway may, upon 48 hours notice, compensate the owner or owners, or proceed to repair, rebuild or otherwise restore such property in amounts or in a manner as may in the sole judgment of the Tollway be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

- (a) **Preservation of Survey Monuments.** The Contractor shall cooperate with the Tollway in protecting and preserving all cornerstones and survey monuments that are within the right-of-way of the Toll Highway or any public road. The Contractor shall not start operations until the Engineer has referenced all known cornerstones, monuments, and land markers in The Work area. Monuments, cornerstones, and land markers unexpectedly encountered shall be

protected and preserved until legally referenced by the Engineer. When cornerstones, monuments and land markers are encountered in the performance of The Work, the Contractor shall immediately notify the Engineer and if monument covers are not listed in the proposal, the Contractor shall furnish them. The Engineer will supervise their precise location and installation, and the Contractor will furnish all the labor, tools and other materials requested or incidental to such installations. Any monument covers, labor, tools and materials so furnished shall be paid for in accordance with the provisions of Article 109.04. The Contractor is responsible for the preservation of cornerstones and survey markers. The cost to the Tollway for repair, relocation, and replacement of any cornerstone, monument, or land marker which is damaged, destroyed, or made inaccessible by the Contractor shall be charged to the Contractor and may be deducted from any monies due or which may become due to the Contractor under the Contract.

107.21 Protection and Preservation of Aboriginal Records and Antiquities. The Contractor shall take reasonable precaution to avoid disturbing aboriginal records and antiquities of archaeological, paleontological, or historical significance. No objects of this nature shall be disturbed without written permission of the Engineer. When such objects are uncovered unexpectedly, the Contractor shall immediately notify the Engineer of their presence and shall not disturb them until written permission to do so is granted.

If it is determined by the Chief Engineer that exploration or excavation of aboriginal records or antiquities on land owned or leased by the Tollway is necessary to avoid loss, the Contractor shall cooperate in the salvage and preservation work. If the Chief Engineer determines that the salvage work will materially delay the Contractor's work, an appropriate extension of Contract time will be granted therefore, but the Contractor shall not be entitled to additional compensation or damages due to such delay. If the Engineer determines that the salvage work to be performed by the Contractor is of a nature or scope not covered by the Contract, such work shall be considered as Extra Work as defined in Article 104.02 and payment therefore shall be as specified in Article 109.04.

107.22 Proposed Borrow Areas, Use Areas, and/or Waste Areas. Proposed borrow areas, use areas, (including, but not limited to temporary access roads, detours, and runarounds, plant sites and staging and storage areas), and/or waste areas are to be designated by the Contractor to the Engineer and approved prior to their use. The Contractor shall take reasonable care to ensure each site will not impact any archaeological resources, wetlands, or threatened and endangered species in accordance with Tollway policies, and in compliance with State, Federal and local regulations.

107.23 Temporary Water Pollution Control (Soil Erosion). The Contractor shall be responsible for any pollution or erosion damage caused by its activities.

The Contractor shall provide and maintain erosion control measures as required by the Plans and Specifications, and comply with the requirements of all applicable Federal, State, and local laws, rules and regulations, and directions of the Engineer to control water pollution through use of beams, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, and other erosion control devices or methods. Any temporary pollution control provisions required by the Engineer shall be coordinated with the permanent erosion control features specified elsewhere in the Contract to the extent practical to assure economical, effective and continuous erosion control throughout the construction and post construction period.

At the preconstruction conference or prior to the start of the applicable construction, the Contractor shall submit to the Engineer for acceptance its schedules and procedures for erosion control in connection with clearing and grubbing, grading, and bridge and other structure construction at watercourses, including miscellaneous construction and paving. The Contractor shall also submit to the Engineer for acceptance its proposed method of erosion control on haul roads and in borrow pits and its plan for disposal of waste materials. No such work shall be started or use made of haul roads or borrow pits until the erosion control schedules and methods have been approved by the Engineer.

If there is a conflict between the requirements of the Specifications and any applicable pollution control laws, rules or regulations, the more restrictive of the laws, rules, regulations or specifications shall apply. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, chlorides, alkalis, or other harmful materials.

If temporary erosion and pollution control measures are required due to Contractor's negligence, carelessness, or failure to install permanent controls as a part of The Work as scheduled, and are ordered to be taken by the Engineer, such work shall be performed by the Contractor at no additional cost to the Tollway. Temporary erosion and pollution control work required, which is not attributed to the Contractor's negligence, carelessness or failure to install permanent controls, shall be performed as directed by the Engineer. Where such work is not attributable to the Contractor's violation of the Contract or to the Contractor's negligence, carelessness or failure to install permanent controls and there is a Contract unit price therefore, The Work shall be paid for at the Contract unit price. Should there not be a Contract unit price for such work, the Contractor shall perform such work as Extra Work in accordance with Article 104.02, and payment therefore shall be as specified in Article 109.04.

In case of repeated failures on the part of the Contractor to control erosion, pollution, and/or siltation, the Tollway reserves the right to employ outside assistance or to use its own forces to perform the necessary corrective work. In such event, all costs and expenses associated with said work, including engineering costs, will be charged to the Contractor, and may be deducted from any payments due or to become due the Contractor. The Contractor shall also pay any fines that may be provided in the Special Provisions for such failures.

Required pollution control measures may include work outside the right-of-way where such work is necessary as a result of roadway construction, including but not limited to, borrow pit operations, haul roads and equipment storage sites.

107.24 Forest Protection. In performing The Work within or adjacent to forest preserves or other public woodlands, the Contractor shall comply with all regulations of the State Fire Marshal or other authority having jurisdiction over said preserves and woodlands, and the Contractor shall observe all sanitary laws and regulations with respect to the performance of work in such areas.

The Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require its employees and subcontractors, both independently and at the request of officials of such preserves and woodlands, to do all within their power to prevent and suppress and to assist in preventing and suppressing forest fires. The Contractor, its subcontractors, employees and agents shall immediately notify such officials of the location and extent of any fire seen by them.

107.25 Reserved

107.26 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and save harmless the Tollway, its directors, officers, employees, agents and its Consulting Engineer, and the State of Illinois from any and all claims, suits, actions, costs and fees of every nature or description, arising from, growing out of, or connected with The Work to be performed under this Contract, or on account of or in consequence of any act or omission in safeguarding The Work, or on account of or in consequence of using unacceptable materials in performing The Work, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents, or its subcontractor(s), or because of any claims or amount recovered by reason of their infringement of any patent, trade mark or copyright or by reason of their violation of any law, ordinance, order or decree, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided. Nothing herein contained shall be construed as prohibiting the Tollway, its directors, officers, agents, employees, or its Consulting Engineer, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the costs, fees and expenses incurred in the defense of any such claims, actions, or suits by the Tollway and its directors, officers, employees and agents, and/or the Contractor.

107.27 Insurance. The Contractor shall obtain and thereafter keep in force for the term of the Contract including all options and extensions the following insurance coverages provided by insurance companies acceptable to the Tollway and authorized to transact business under the laws of the State of Illinois. Whether stated in this Article or elsewhere, the Tollway does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

- (a) **General Provisions.** Insurance coverage shall be provided by insurance companies acceptable to the Tollway and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated by A.M. Best and Company with a rating of "A " or better and a financial size category of not less than VII.

The contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under Contract by the Contractor, the Contractor's agents, representatives, employees and subcontractors. The Contractor shall not commence work until all the insurance required by this section or any Special Provisions has been obtained. Current insurance policies, applicable endorsements or certificates of insurance shall be filed with the Tollway at or before the time of executing the Contract. The obligations under this section are mandatory, failure to request certificates of insurance or insurance policies does not constitute a waiver by the Tollway of the Contractor's obligations and requirements to maintain the minimal coverage specified. Unless the Tollway consents in writing, all insurance procured by the Contractor pursuant to these requirements shall be written on an occurrence basis. Insurance coverage shall not be cancelled or changed unless a 30 day prior written notice is given to the Tollway. Whether stated in these provisions or elsewhere, the Tollway does not warrant the adequacy of the types of insurance coverage or the limit of coverage specified.

- (b) **Deductibles and Self-Insured Retention.** Any deductible or self-insured retention must be declared. Deductibles or self-insured retentions in excess of \$10,000 must be approved by the Tollway.
- (c) **Policy Requirements.** Policies and Certificates of Insurance will be on forms acceptable to the Tollway and shall provide for 30 days notice of cancellation or material change in coverage.
- (d) **Subcontractors.** The Contractor shall have their subcontractors provide commercial general liability, business automobile liability, workers' compensation insurance and excess insurance with coverage as broad as is described under "Scope of Insurance." The limits of coverage will be determined by the Contractor. The Contractor shall maintain, in Contractor's files, evidence of all subcontractor insurance coverage. Failure to maintain evidence of subcontractor insurance shall not constitute a contractual breach.
- (e) **Scope of Insurance.** Coverage shall be at least as broad as:
 - (1) **Commercial General Liability** – Include coverage for premises and operation, broad form property damage, products completed operations, independent contractor's personal injury liability and contractual obligations. Coverage shall not be excluded because of Contractor negligence.
 - (2) **Business Automobile Liability** – Covering owned, hired and non-owned vehicles and include any required un-insured and under-insured insurance coverage for all operators.
 - (3) **Workers' Compensation insurance** - As required by the Worker's Compensation Act of the State of Illinois. Contractor may use self-insured Plan if the plan is approved by the State of Illinois and certified by the Illinois Workers' Compensation Commission.

- (4) Excess/Umbrella Liability – Coverage will be over the limits provided through Commercial General Liability, Business Automobile Liability, Employers Liability Insurance and Owners’ Protective Liability. Coverage should include drop-down provisions if the underlying policy coverage is exhausted.
 - (5) Owners’ Protective Liability (OCP) – Policy will include the specified named insureds and show the name and address of the Tollway as primary named insured.
 - (6) Builder’s Risk Insurance – The policy terms will be on an “all-risk” basis and include the Contractor and any Subcontractor of any tier as named insureds. The coverage shall include waiver of the insurer’s rights of subrogation against all contractors and the Tollway.
- (f) Limits of Insurance. Minimum limits of liability will include the following provisions:
- (1) Commercial General Liability - Limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual general aggregate. The general aggregate limit shall be endorsed on a per project basis. Products/completed operations coverage will be maintained by the Contractor for a minimum of two (2) years following acceptance of Work.
 - (2) Automobile Liability - Limits of liability of no less than \$1,000,000 combined single limit for bodily injury and property damage protection.
 - (3) Worker’s Compensation
 - a. Statutory Limits
 - b. Employer’s Liability: \$1,000,000 per accident, per disease and aggregate for disease, including voluntary compensation and where applicable, United States Longshoremen and Harbor Workers.
 - (4) Excess Liability - in addition to the limits of coverage specified in (a), (b) and (c) above, not less than \$10,000,000 per occurrence and \$10,000,000 annual general aggregate will be maintained by the contractor.
 - (5) Owners Protective Liability Policy - Coverage shall be purchased and maintained through the term of the Work by the Contractor and shall include the following as named insured’s:
 - Illinois Tollway, as primary named insured
 - The Consulting Engineer for the Tollway
 - The project Design Section Engineer (DSE)
 - The project Construction Section Engineer (CSE)
 - The Project Manager, if applicable

The limit of liability shall not be less than \$2,000,000 per occurrence and in aggregate for bodily injury and property damage. The policy shall define the “Contractor” in the declaration as the contractor and all subcontractors of every tier.
 - (6) Builder’s Risk Insurance – The Contractor shall obtain, for the term of Contract, Builder’s Risk Insurance from an insurance company that meets the minimum requirements set forth in the General Provisions. The policy limit shall be provided equal to the Original Contract Award Amount and shall be adjusted as needed to include all change orders and extra work orders.

- (g) Certification of Coverage by Contractor Broker. The Agent/Broker for the Contractor must provide a certification letter on its letterhead attesting that (i) All provisions of the accepted certificates of insurance and policy binders can be obtained and (ii) All endorsements indicated have been requested from the insurance carrier. This letter must clarify if the agency is a binding agent or a broker for the insurance carrier.
- (h) Cost of Insurance. Where required by Special Provision, The cost of all insurance required by these provisions shall be considered as included in the prices for the various pay items of the contract and no additional compensation will be allowed.

107.28 Contractor Safety Responsibility. Nothing in this contract or the contracts between the Tollway and any construction engineering consultant(s) is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of work conducted by the Tollway, the construction engineering consultant(s), and the offices and employees of any of them, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to third parties, regarding work place safety.

In order to ensure this and other duties of the Contractor certain indemnification and insurance is required by the contract. Additionally, the Contractor guarantees to the Tollway a safe work place shall be provided for all employees of the Contractor and each of its subcontractors. There shall be no violation by the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, or any other work place safety act of this State. The Contractor agrees to require this work place safety guarantee of all subcontractors according to Article 108.01, and expressly to require the Tollway to be a third party beneficiary of each guarantee.

107.29 Opening of Portion of the Work to Traffic. When a portion of The Work is completed, the Tollway may approve the opening of that portion of The Work to traffic. This provision will be applicable only to that portion of The Work for which the Chief Engineer has furnished to the Contractor a written approval for such opening. Responsibility shall remain with the Contractor for any damages within that approved portion of The Work which may be caused by defective work, or by failure to comply with the Contract.

In the event of such approval, the Contractor shall not be responsible for damages to the approved portion of the Work opened to traffic that is caused by negligence of parties other than the Contractor, its subcontractors or their agents or employees. The Contractor shall be responsible where the Contractor is required to furnish Builder's Risk Insurance to cover these types of instances, as specified elsewhere in the Contract Documents. This approval may include safety-related hardware items such as impact attenuators, signs and related supports, roadway delineators, and guardrail and terminal sections. This approval shall not apply to facilities the Contractor is required to maintain throughout the duration of the Contract, and for which the Contractor is compensated for under a separate pay item, such as roadway lighting (including poles), and sediment or erosion control measures.

When damage occurs to portions of the Work by parties other than the Contractor, its subcontractors or their agents and employees:

1. The Tollway may correct and/or replace the damaged items with its own personnel; or
2. The Tollway may direct the Contractor to correct and/or replace the damaged items. This work will be paid for as defined in Subsection 109.04.

Any approval granted under his subsection shall neither constitute final acceptance of any of the Work nor be construed to be substantial completion thereof, and the work covered by any approval shall continue to be subject to final inspection and acceptance in accordance with the terms of the Contract.

Repairs to work subject to the approval required due to defective materials or workmanship or caused in whole or in part by the Contractor's operations or negligence, shall be performed at the Contractor's expense including all traffic control measures necessary to undertake the repair work.

Such opening may also be directed by the Chief Engineer when, a) the Contractor has not met its Progress Schedule, as extended by any extension of time granted by the Tollway, or b) in the opinion of the Engineer, the Contractor has made little or no progress under the Contract for a period of 14 Calendar Days or more. In such event, the Contractor shall continue to be responsible for any and all damages to the opened portion of The Work and any other completed or uncompleted work, and the Contractor will be required to complete the remaining work under traffic without extra compensation and at no additional cost to the Tollway for such maintenance of traffic or additional safety measures or revised work methods or equipment which may be made necessary thereby.

107.30 Contractor's Responsibility for Work. All work included in the contract, including work added to the contract, shall be under the charge and care of the Contractor.

- (a) **General.** Until final acceptance of The Work by the Tollway in accord with Article 109.08, or the approval and opening of a portion of The Work to traffic when completed in accordance with Article 107.29, the Contractor shall have the charge and care of and responsibility for The Work and shall take every necessary precaution against injury or damage to any part thereof by the action of the elements, from Contractor's equipment, or from any other cause including the actions of third parties, whether arising during the execution or from non-execution of The Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of The Work occurring before its completion and acceptance, and shall bear the expense thereof. The Contractor shall not be relieved of its responsibility for The Work as set forth herein due to suspension of work. The Contractor shall be responsible for all devices, materials and equipment, and shall properly store them, if necessary, and shall provide suitable drainage of the roadway and erect temporary structures, where necessary. The Contractor shall repair or replace at its own cost and as required, any Tollway-furnished devices, materials and equipment which may be broken, lost through fire, theft, or otherwise damaged, or in any way made useless for the purpose and use intended by the Plans and these Specifications subsequent to delivery to the Contractor by the Tollway and prior to final acceptance of The Work, no matter what the cause of such breakage, damage, loss, or uselessness.
- (b) **Damage to Electrical Facilities.** Should damage occur to any existing or new electrical facility through the Contractor's operations, the Tollway reserves the right to determine whether the repairs are of an emergency or non-emergency nature. Repairs of a non-emergency nature shall be performed by the Contractor and approved by the Engineer. When the repair is of an emergency nature as determined by the Tollway, the Tollway shall have the option of directing the Contractor to immediately perform the repair work or the Tollway may authorize its own Electrical Maintenance Department to make emergency repairs and deduct the cost of such repair from the next pay estimate due the Contractor.

No extra compensation will be allowed the Contractor for compliance with these requirements or for any cost incurred by the Contractor for work performed by the Tollway's Electrical Maintenance Department in making necessary repairs to damaged electrical facilities. All repairs performed by the Contractor shall be performed expeditiously and shall be subject to the supervision, inspection and approval of the Engineer. The Contractor shall conduct its work in such a manner that no lighting units will be out of service between the hours of 4:00 p.m. and 8:00 a.m. All lighting units shall be properly tested by 4:00 p.m. daily and any necessary repairs or corrections shall be made thereto immediately.

The Contractor shall respond to any call for repair of damage to electrical facilities by providing all necessary competent personnel, equipment, and materials to perform the repairs at the site of the damage within one hour from initial notice to the Contractor by the Engineer, the Illinois State Police, or the Tollway. The Contractor will be subject to a penalty of \$500 per incident per day for failure to comply with this requirement.

107.31 Reserved

107.32 Furnishing Right-of-way. The Tollway will use its best efforts to acquire all necessary rights of way in advance of construction. In the event that all right-of-way is not acquired at the time that the Notice to Proceed is issued, the Contractor shall conform its work schedule and order of performing The Work to maximize the amount of work which can be performed on the acquired right-of-way. Should the Contractor have insufficient work areas available to continue prosecution of The Work, as determined in the sole discretion of the Tollway, the Tollway may suspend The Work or portions thereof and grant an extension of time for any material delays in providing sufficient right-of-way. The Contractor shall not be entitled to damages or additional compensation due to failure of the Tollway to have sufficient right-of-way available to the Contractor at any given time.

Proposed right -of-way and easements for the performance of the Work may not be available at the time of bid opening or when Notice to Proceed is issued. The Contractor shall verify the status of right-of-way parcels to be acquired prior to the preparation of the Progress Schedule (Article 108.02 of the these Supplemental Specifications). The Progress Schedule should reflect construction sequencing necessary to work only within acquired right-of-way parcels, and the Contractor shall take appropriate measures to ensure that construction operations do not encroach on parcels not acquired. The Contractor shall be required to adjust the order of his work from time to time to work within available right of way, and shall prepare revised Progress Schedule(s) in compliance therewith as directed by the Engineer.

Although portions of the right-of-way have already been acquired, the Authority reserves the right not to issue the Notice to Proceed until sufficient right-of-way, as determined by the Engineer, is available for commencement of the Work. In any event, there shall be no damages or additional compensation due the Contractor for delays, if any, in issuing the Notice to Proceed or for delays due to a delay in furnishing the right -of-way, and the Contractor's sole remedy, where applicable, shall be an extension of time.

107.33 Reserved

107.34 No Waiver of Legal Claims. The Tollway shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after completion and acceptance of The Work or for payment therefore, from establishing the true amount and character of The Work performed and materials furnished by the Contractor, or from showing that The Work or materials do not conform in fact to the Contract or from recovering from the Contractor and Sureties such losses, fees, expenses and damages as it may sustain by reason of the Contractor's failure to fully comply with any of the terms of the Contract. Neither the acceptance by the Tollway or any employee or representative of the Tollway of The Work or any portion thereof, nor any payment therefore nor the acceptance or approval thereof, nor the granting of any extension of time to the Contractor, nor the taking of any possession by the Tollway, shall operate as a waiver of any portion of the Contract, or of any power or right herein reserved, or any right to damages herein provided, or as a release of the Contractor and the Surety or Sureties. A waiver of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

107.35 Construction Noise Restrictions. All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

Construction within 1000 feet (100m) of an occupied residence, motel, hospital, or similar receptor shall be confined to the period beginning at 7 A.M. and ending at 10:00 P.M. This time regulation shall not apply to sawing contraction joints, as required in Article 420.05, maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to construction of an emergency nature.

Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards. Such equipment shall be operated as designated above.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved by the Engineer.

107.36 Construction Air Quality - Dust Control

- (a) General. This work shall consist of developing and implementing a detailed Dust Control Plan (DCP). Development of a DCP is required. All construction activities shall be governed by the DCP. The nature and extent of dust generating activities, and specific control techniques appropriate to specific situations shall be discussed at the pre-construction meeting, with subsequent development of the DCP to include but not be limited to the requirements below.

The Contractor is responsible for the control of dust at all times during the duration of the contract, 24 hours per day, 7 days per week, including non-working hours, weekends, and holidays. This work shall be considered complete after the completion of all permanent erosion control measures required for the contract, and after all temporary and permanent seeding has taken place. Work on this contract shall be conducted in a manner that will not result in generating excessive air borne particulate matter (PM) or nuisance dust conditions.

The DCP shall include legible copies of the product literature and Material Safety Data Sheets for dust suppression agents and stabilizers the contractor proposes to use. The Dust Control Plan shall involve the implementation of control measures before, during and after conducting any dust generating operation. These controls must be in place on non-working days and after working hours, not just while work is being done on the site. The Dust Control Plan must contain information specific to the project site, proposed work, and dust control measures to be implemented. A copy of the Dust Control Plan must be available on the project site at all times.

The Dust Control Plan must contain, at a minimum, all of the following information:

- Name, address and phone number of the person(s) responsible for the dust generating operation and for the submittal and implementation of the Dust Control Plan.
- A drawing specifying the site boundaries of the project with the areas to be disturbed, the locations of the nearest public roads, and all planned exit and entrance locations to the site from any paved public roadways.
- Control measures to be applied to all actual and potential fugitive dust sources before, during and after conducting any dust generating operation, including non-work hours and non-work days.
- A list of dust suppressants to be applied, including product specifications, Material Safety Data Sheets, and product label instructions that include the method, frequency and intensity of applications; and information on the environmental impacts and approval or certifications related to the appropriate and safe use for ground applications.
- A contingency plan consisting of at least one contingency measure for each activity occurring on the site in case the primary control measure proves inadequate.

The Contractor shall submit three copies of the DCP that outlines in detail the measures to be implemented by the Contractor complying with this section, including prevention, cleanup, and other measures at least 15 days before beginning any dust generating activity. The Contractor shall not begin any dust generating activities until the Construction Section Engineer (Engineer) approves the DCP in writing.

- (b) Materials.

(1) Dust Suppression Agents

- Dust suppression agents shall be water soluble, non-toxic, non-reactive, non-volatile, and non-foaming. The use of petroleum for dust control is prohibited.

- Calcium Chloride shall conform to the requirements herein. Other commercially available dust suppression agents may be substituted for calcium chloride subject to the approval of the Engineer. Material Safety Data Sheets must be reviewed and approved by the Engineer prior to the use of any substances other than Calcium Chloride.
- (2) Soil stabilizers shall consist of seed and mulch.
 - (3) Covers for stockpiles shall be commercially available plastic tarps approved by the Engineer.
- (c) Construction Methods. Dust suppression agents shall be used to provide temporary control of dust on haul roads and other active work areas. Several applications per day may be necessary to control dust depending upon meteorological conditions and work activity. The Contractor shall apply dust suppression on a routine basis as necessary or as directed by the Engineer to control dust. Wet suppression consists of the application of water or a wetting agent in solution with water. Wetting agents shall not be applied directly to live plant material. Wet suppression equipment shall consist of sprinkler pipelines, tanks, tank trucks or other devices approved by the Engineer, capable of providing a regulated flow, uniform spray and positive shut off.

Calcium chloride dust suppression agents may be used in lieu of wet suppression only when freezing conditions exist. Calcium chloride shall be uniformly applied by a mechanical spreader at a rate of 1 and 1/2 pounds per square yard or its equivalent liquid, unless otherwise directed by the Engineer. Calcium chloride shall not be directly applied to live plant material.

Calcium chloride must not be stored outdoors without an impermeable cover. Storage must be on an impermeable surface such as paved asphalt or appropriately treated concrete of sufficient thickness to avoid ex-filtration. Storage should be as airtight as possible to limit the calcium chloride's absorbing moisture from the air. No storage facilities will be allowed within 100 feet of a storm sewer, or any other drain. Positive drainage must be maintained on all treated surfaces. Ditches, culverts and other structures must be kept clean to ensure proper drainage and to limit the amount of water infiltrating earth surfaces and thereby leeching out chlorides. If calcium chloride is applied dry, or during dry periods, and crystals are seen on the road surface, the road should be wetted sufficiently to dissolve the calcium chloride. Wetting should be limited to an amount that will sufficiently cause the calcium chloride to penetrate the surface but not to the point of causing any runoff from the road surface. Other approved dust suppression agents shall be applied and used as per the manufacturer's instructions.

Haul truck cargo areas shall be securely covered during the transport of materials on public roadways that are prone to cause dust.

- (d) Public Roadway Dust Control. Trackout, including carryout and spillage of material that adheres to the exterior surfaces of or are spilled from motor vehicles and/or equipment and subsequently fall onto a paved public roadway must be controlled at all times. Clean up of carryout and spillage is required immediately if it extends a cumulative distance of 50 feet or more on a paved public roadway. If the extent of carryout is less than 50 feet, clean up at the end of the day is permissible. Clean up of paved surfaces shall be by wet spray power vacuum street sweeper. Dry power sweeping is prohibited.
- (e) Control of Earthwork Dust. During batch drop operations (i.e. earthwork with a front-end loader, clamshell bucket, or backhoe), the free drop height of excavated or aggregate material shall be reduced to minimum heights as necessary to perform the specified task, and to minimize the generation of dust. To prevent spills during transport, a minimum of 2 inches

of freeboard space shall be maintained between the material load and the top of the truck cargo bed rail. A maximum drop height of two feet (or minimum height allowed by equipment) will be allowed, or to heights as directed by the Engineer.

- (f) Control of Dust on Stockpiles and Inactive Work Areas. The Contractor shall use the following methods to control dust and wind erosion of stockpiles and inactive areas of disturbed soil:

- Dust suppression agents shall be used during active stockpile load-in, load-out, and maintenance activities.
- Soil stabilizers (hydraulic or chemical mulch) shall be applied to the surface of inactive stockpiles and other inactive areas of disturbed soil. Final grading and seeding of inactive areas shall occur immediately after construction activity is completed in an area and as directed by the Engineer.
- Plastic tarps may be used on small stockpiles, secured with sandbags or an equivalent method approved by the Engineer, to prevent the cover from being dislodged by the wind. The Contractor shall repair or replace the covers whenever damaged or dislodged at no additional cost.

- (g) Method of Measurement. All measuring devices shall be furnished by the Contractor and approved by the Engineer.

Calcium chloride and other approved dust suppression agents shall be mixed with water at the rate specified by the manufacturer and measured for payment in units of 1000 Gallons of solution applied.

The application of soil stabilizers shall be measured by weight (pounds) of soil stabilizer. The soil stabilizer will then be added to water to form a solution in accordance with the manufacturer's recommendation.

All other dust control measures will not be measured for payment.

- (h) Basis of Payment. The application of dust suppression agents as herein specified shall be paid for at the contract unit price per unit for DUST CONTROL WATERING.

Soil stabilizers shall be incidental to item EARTH EXCAVATION.

All other dust control measures will not be paid for directly but shall be considered as included in the various items involved and no additional compensation will be allowed.

107.37 Construction Air Quality - Diesel Vehicle Emission Controls

- (a) General. The reduction of emissions of Carbon Monoxide (CO), Hydrocarbons (HC), Nitrogen oxides (NOx), and Particulate Matter (PM) will be accomplished by installing Retrofit Emission Control Devices and/or by using cleaner burning diesel fuels. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 Horse power (HP) and above, to be used on the project site for any length of time, (including any "rented" or "rental" equipment).

All Contractor and Subcontractor diesel powered equipment with engine horsepower (HP) ratings of 50 HP and above, that are on the project or are assigned to the contract shall be prohibited from using "off-road" diesel fuel (above 500 parts per million (ppm) sulfur content) at any time. In addition, diesel powered equipment shall be either (1) retrofitted with Emissions Control Devices *and* use Cleaner burning "on-road" diesel fuel (500 ppm sulfur content or less), or (2) use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less), in order to reduce diesel particulate matter emissions. Large cranes (Sky

cranes or Link Belt cranes), which are responsible for critical lift operations are exempt from installing Retrofit Emission Control Devices if they adversely affect equipment operation.

In addition, all construction motor vehicles (both on-road and off-road, gasoline or diesel fuel powered) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety, including opacity. Frequently Asked Questions (FAQ's) regarding Illinois Environmental Protection Agency (IEPA) emissions testing for gasoline powered vehicles can be accessed at (www.epa.state.il.us/air/vim/faq/testing.htm). Regulations regarding diesel powered vehicles over 16,000 pounds, and the Diesel Emission Inspection Program (Title 92: Transportation Part 460, Diesel Emission Inspection Program, Subpart A: General) can be accessed at (www.dot.state.il.us/regulations.html). Diesel powered vehicles less than 16,000 pounds are exempt from testing by IDOT. All diesel powered equipment used on the project site shall be subject to reasonable, random spot checks for compliance with the required emissions controls and proper diesel fuel usage. The Secretary of State, Illinois State Police and other law enforcement officers shall enforce Part 460. For additional information concerning Illinois diesel emission inspection requirements, please call the Illinois Department of Transportation, Diesel Emission Inspections Unit, at 217-557-6081.

The Retrofit Emission Control Devices shall consist of oxidation catalysts, or similar retrofit equipment control technology that (1) is included on the Environmental Protection Agency (EPA) *Verified Retrofit Technology List* (www.epa.gov/otag/retrofit/retroverifiedlist.html) and (2) is verified by EPA or certified by the manufacturer via letter, to provide a minimum emissions reduction of 20% PM10, 40% CO, and 50% HC when used with "on-road" diesel fuel. As noted above, the Retrofit Emission Control Device *must be used with on-road diesel fuel* (500 ppm sulfur content or less).

If used, ULSD fuel shall conform to American Society for Testing and Materials (ASTM) D-975 diesel with the following additional specifications:

- ASTM D-5453 15 ppm Sulfur max.
- ASTM D-6078 Lubricity (SBOCLE) 3100 g min.
- ASTM D-613 Cetane 45 min.
- Dyed (for Off-road use)

Construction shall not proceed until the contractor submits a certified list of the diesel powered equipment that will be retrofitted with emission control devices and use "on-road" diesel fuel, and a list of equipment that will use ULSD fuel only. The list(s) shall include (1) the equipment number, type, make, and contractor/subcontractor name; (2) the emission control devices make, model and EPA verification number; and (3) the type and source of clean fuels to be used. Vehicles reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation by qualified staff, prior to being used on the project site. Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a "Notice of Non-Compliance" as outlined below under "Environmental Deficiency Deduction."

The contractor shall submit monthly summary reports, updating the list of construction equipment, and include certified copies of the diesel fuel delivery slips (for both "on-road" and ULSD) for the reporting time period, noting the type of diesel fuel used with each piece of diesel powered equipment. The addition or deletion of any diesel powered equipment shall be included in the summary and noted on the monthly report.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the contractor a Notice of Non-Compliance and given an appropriate period of time, as outlined below under "Environmental Deficiency Deduction," in which to bring the equipment into compliance or remove it from the project site. Failure to

comply with the "Diesel Vehicle Emission Controls", shall also subject the Contractor or subcontractor to a Notice of Non-Compliance.

Any costs associated with bringing any diesel powered equipment into compliance with these "Diesel Vehicle Emissions Controls" a Notice of Non-Compliance shall be included in the overall cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

- (b) Idling. The contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the contract area. Such zones shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent land uses and sensitive receptors of the general public. Sensitive receptors include, but are not limited to hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. Diesel powered engines shall not be allowed to idle, except only as follows:
- A maximum of 5 minutes idling is allowed for loading and unloading vehicles.
 - When the equipment is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control;
 - When it is necessary to operate heating, cooling or auxiliary systems installed on the equipment, only when such system operation is necessary to accomplish the intended use of the equipment;
 - To bring the equipment to the manufacturer's recommended operating temperature;
 - When the outdoor temperature is below forty (40) degrees Fahrenheit or above seventy (70) degrees Fahrenheit; and when vehicle is equipped with air conditioning, the is allowed for a period or periods aggregating not more than 20 minutes in any 60 minute period.
 - When the equipment is being repaired.

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Equipment and equipment operators found in non-compliance with these idling provisions shall receive a warning, and on the next offense be subject to an Environmental Deficiency Deduction as outlined below. The contractor or subcontractor may reserve the right to enforce this deduction on their own equipment operator, as necessary.

- (c) Mitigation. The contractor shall designate a point person to be responsive to the Engineer in the event construction related air quality issues arise. If an adverse air quality issue arises that is due to, or exacerbated by construction activities, the contractors point person will be required to consult with the Engineer, to determine the appropriate course of action. Appropriate mitigation measures can include a variety of actions ranging from removal of construction equipment from nearby sensitive receptors, to shut down of diesel powered equipment, or other mitigation measures which may be required as data becomes available and as approved by the Engineer.
- (d) Method of Measurement and Basis of Payment. The CONSTRUCTION AIR QUALITY - DIESEL EMISSIONS CONTROLS will not be measured for payment and the cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

107.38 Responsibility for Damage Claims. To the fullest extent permitted by law, the Contractor shall be responsible for any injury to person or damage to property due to the activities of the Contractor, its Subcontractor(s) or sub-Subcontractor(s), and their agents and employees with respect to The Work or in connection therewith, and the Contractor shall indemnify and save harmless the Tollway, its directors, officers, employees and its Consulting Engineer, from any and all claims, suits, actions, and costs, fees, and expenses of every nature or description, arising from, growing out of or connected with

The Work, or on account of or in consequence of any act or omission in safeguarding The Work, or on account of or in consequence of using unacceptable materials in performing The Work, or because of any act or omission, neglect or misconduct of the Contractor and its Subcontractors or sub-Subcontractors and their agents and employees, or because of any claims or amount recovered by reason of their infringement of any patent, trade mark or copyright or by reason of their violation of any law, ordinance, regulation, rule order or decree, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

Nothing herein contained shall be construed as prohibiting the Tollway, its directors, officers, employees and agents or its Consulting Engineer from defending any claims, actions or suits brought against them or any of them, through the selection and use of their own agents, attorneys and experts. The Contractor shall be liable for all costs, fees and expenses incurred by the Tollway, or its directors, officers, employees and agents or its Consulting Engineer in their defenses of any such claims, actions, or suits.

It is understood and agreed that the Contractor is an independent contractor and as such is responsible for any and all of its activities hereunder.

In the event any such claim, suit or action is asserted, the Tollway is authorized to withhold from any monies due or to be due the Contractor, the value of such claim, suit or action as determined by the Tollway as necessary to be retained by the Tollway for said purpose, or in case no money or insufficient money is due, the Surety or Sureties shall pay for said costs, fees and expenses and be bound until such suits, actions or claims have been settled or have been finally judicially determined.

107.39 Accident Reports. The Contractor shall immediately notify the Engineer in the event of any injury to persons or damage to property arising in connection with The Work. The Contractor shall send a written report to the Engineer, the Chief Engineer, the Tollway's Legal Department, and to the Contractor's insurance carrier setting forth a full and precise statement of facts pertaining to any accident or other event resulting in injury to any person or damage to property, and which arises from or involves any action or failure to act by the Contractor, its Subcontractors, or any employee or agent of either as a consequence of the performance of the Contract. Such report shall be made within 24 hours after the occurrence and shall include a list of names and addresses of all known witnesses to the accident or event. The Contractor shall also immediately send to the Chief Engineer and the Tollway's Legal Department a copy of any summons, subpoena, notice, or other document served upon or received by the Contractor or any Subcontractor, or any agent, employee, or representative of either, in connection with any matter before any court, arising in any manner from the Contract or the performance of the Contract. Reports or documents required to be sent to the Chief Engineer and the Tollway's Legal Department shall be sent to the Tollway's office at 2700 Ogden Avenue, Downers Grove, Illinois 60515.

The Contractor shall be responsible to the Tollway for any losses or damages which the Tollway sustains as a result of the Contractor's failure to give notice as required herein.

107.40 Regulatory Compliance. The Contractor shall perform The Work in this Contract in accordance with all local, state and federal regulations. This includes:

- (a) DOT: U.S. Department of Transportation, including but not limited to:
 - 1. Hazardous Substances, Title 49, Parts 171 & 172 of Code of Federal Regulations.
 - 2. Hazardous Materials Regulations, General Awareness and Training Requirements for Handlers, Loaders and Drivers, Title 49, Parts 171-180 of Code of Federal Regulations.
- (b) EPA: U.S. Environmental Protection Agency (EPA), including but not limited to:
 - 1. Resource Conservation and Recovery Act (RCRA), 42 USC 6921, 6941 to 6954 (Subtitle D).
 - 2. Title 40, Parts 260 to 279 of the Code of Federal Regulations.
 - 3. 40 CFR 240 to 258
- (c) State: State of Illinois, including but not limited to:
 - 1. 35 Illinois Administrative Code (IAC) 702, 703, and 810

2. Illinois Environmental Protection Act
 3. Illinois Solid Waste Management Act
 4. Illinois Compiled Statutes (ILCS) 415
- (d) Local: Abide by all local requirements, which govern the management, hauling and disposal of hazardous and non-hazardous waste.
- (e) All work shall meet or exceed the requirements of all federal state and local authorities exercising jurisdiction over construction of work and the project.

State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 108. PROSECUTION AND PROGRESS

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace this section of the IDOT Standard Specifications for Road and Bridge Construction adopted January 1, 2002 in its entirety with the following.

108.01 Subletting of Assignment of Contract. The Contractor shall furnish the material, labor, equipment, and all incidentals necessary to perform, with its own organization, work items accounting for not less than 45 percent of the total Contract Award amount, based on quantities of items and unit prices contained in the Proposal. Except for the transporting of materials, no portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Chief Engineer. All Subcontractors must be approved in writing before they commence any work. Approval in writing of a Subcontractor shall be construed as approval for the Contractor's subletting of that portion of The Work to be done by the Subcontractor. Subcontractors shall be considered and recognized only as agents, employees or workers of the Contractor and shall be subject to the same requirements as to character and competence as the Contractor. Subcontractors shall not be third party beneficiaries of the Contract. Requests for approval of Subcontractors shall show the nature and percentages of The Work to be done by each Subcontractor, to be computed based on the value of proposed quantities of Contract work items and unit prices to be subcontracted in relation to the total Contract amount. The Contractor shall not, under any circumstances, be relieved of its full and complete liability and obligations for The Work due to such subcontracting, and the Engineer shall not be required to deal directly with Subcontractors.

The Contractor agrees to bind every subcontractor to the terms and conditions of the Contract as far as applicable to The Work of such subcontractor and, in order that such subcontractor shall be so bound, the Contractor agrees to incorporate in every subcontract let by him a clause substantially as follows in which clause the term "General Contractor" shall be deemed to refer to the Contractor:

"All Subcontractors agree to be bound to the General Contractor by all the terms of the Contract between the Tollway and the General Contractor, including all Contract Documents, and to assume toward the General Contractor all the obligations and responsibilities that the General Contractor by such documents has assumed toward the Tollway. A copy of the complete Contract between the Tollway and the General Contractor is available from the Tollway for a reasonable, standard fee. The Subcontractor agrees that the General Contractor shall at all times have the right to assign this Contract to the Tollway and that, regardless of such assignment, the Tollway shall at all times have the right to cancel this subcontract upon the same terms and conditions as are contained in the Contract between the Tollway and the General Contractor. It is understood and agreed that nothing in this clause is intended to give any Subcontractor or supplier, or any employee thereof, any right of action against the Tollway on this Contract or the Contract between the Tollway and the General Contractor. The Subcontractor further agrees to bind to it any sub-subcontractor under its contract by all terms and conditions contained in the Contract between the Tollway and the General Contractor as far as applicable to the work of said sub-Subcontractor, and in order that said sub-subcontractor shall be so bound, the Subcontractor agrees to incorporate in every sub-subcontract which it lets a clause containing substantially the provisions contained herein. It is further understood that in the event there are any inconsistencies or conflicts between the terms and provisions of this paragraph and any other provision of the Contract between the General and Subcontractor, the terms and provisions of this paragraph shall prevail and control and be

binding on the parties.”

108.02 Progress Schedule Requirements.

- (a) Preliminary Detailed Progress Schedule. At the preconstruction conference, the Contractor shall submit to the Tollway for review and acceptance a Preliminary Detailed Progress Schedule. The Preliminary Detailed Progress Schedule shall be sufficiently complete in detail to indicate the sequence of operations, submittals, critical material deliveries, and durations showing the first 60 Days. Work beyond 60 Days shall be in summary form.

The Preliminary Detailed Progress Schedule shall be prepared to the same level of effort required to produce the Detailed Progress Schedule and to the same standards for quality and detail. The Schedule shall be a summary level schedule for completion of the entire work in accordance with the Contract Milestones, which incorporates the Contractor’s detailed work activities for the first 60 days of the contract. The summary level schedule shall be in sufficient detail and content to show the Contractors general plan for completing the work and to identify the anticipated critical and near critical paths and to permit delay and impact analysis. The Preliminary Detailed Progress Schedule will be used for a period not to exceed 60 days as measured from the date the Contract is signed. Following its review and acceptance by the Tollway, this schedule will be reflected in the Detailed Progress Schedule.

The Contractor will submit the Preliminary Detailed Progress Schedule to the Tollway for acceptance. The Contractor will be required to make corrections to the schedule as necessary to comply with the contract requirements and will adjust the schedule to incorporate any missing information requested by the Tollway. No payment for Mobilization will be paid until the Preliminary Detailed Progress Schedule is accepted by the Tollway.

The Preliminary Detailed Progress Schedule submittal shall include a schedule narrative, which will itemize and describe the critical path (i.e. access limitations, constraints, shift work, etc.), identifies any critical resources and compares early and late dates.

- (b) Detailed Progress Schedule. At the preconstruction conference, the Contractor shall submit the proposed Schedule Engineer’s qualifications for approval by the Tollway. The Scheduling Engineer shall have experience in developing and updating project schedules of similar magnitude and scope and will be responsible for developing the initial Detailed Progress Schedule submittal and subsequent Revised Detailed Progress Schedule submittals as required.

Within 30 Days after the date the Contract is signed, the Contractor shall provide a Detailed Progress Schedule in accordance with the provisions outlined herein. This Project shall be planned and constructed utilizing the latest version of Primavera Project Planner, Primavera Contractor or P3ec, as the scheduling software package. The Detailed Progress Schedule shall clearly and separately define the progression of Work from the date the Contract is signed to Final Acceptance by using separate activities for all work components. The schedule shall be in sufficient detail to allow evaluation of progress and to facilitate payment of all work items. The Tollway will not consider processing any Contractor payments after 60 Days from the date the Contract is signed without the acceptance of the Detailed Progress Schedule, unless otherwise agreed to by the Tollway. The Detailed Progress Schedule submittal is to be accompanied by a narrative that describes the critical path(s) of the project, outlines the Contractors approach to the work, defines the project calendars and identifies critical resources.

The Detailed Progress Schedule shall consist of the following items as defined herein;

- (1) Activity description, including location of work.
- (2) Activity duration: Durations in excess of one month will require approval by the Tollway's Project Manager.
- (3) Activity Calendar-type (provide various calendars as required to comply with the work area/work times provided). The Contractor must coordinate working hours with local townships and municipalities and plan its work in accordance with local ordinances unless waivers can be obtained by the Contractor.
- (4) Activity codes as provided by Tollway: once the Contract is signed, the Tollway will provide a project code dictionary which must be used by the Contractor when preparing and updating its schedule. This code dictionary may dictate, in part, the Contractor's ability to structure its schedule activities (i.e. each activity shall only be coded with a single Contractor; in other words you cannot assign 2 Contractors to the identical activity). The Contractor is responsible to completely populate all applicable code fields, as defined by the Engineer, within each of the scheduled activities.
- (5) Incorporating of Unit Prices & Quantities in accordance with the Contractor's bid. This will be used by the Tollway to compare planned progress to actual progress {earned value} and assist the Tollway with its cash flow analysis. Each schedule activity shall include the total cost of performing each activity and shall show the intended rate of production for each item. The sum of cost for all activities shall equal the total Contract value.
- (6) The schedule shall establish provisions for continuous work, with special emphasis on the completion of major work elements impacting local communities/ local traffic. The Contractor will not be permitted to schedule work stoppages without prior approval by the Tollway.
- (7) The Contractor shall consider and include in the Contract Schedule planning and scheduling of all work, seasonal weather conditions, utility coordination, expected job learning curves, the work of other Contractors and any other foreseeable delays. The Detailed Progress Schedule will be formulated to absorb adverse weather conditions normally anticipated. The Contract time has been predicated assuming a normal amount of adverse weather.
- (8) Predecessor and Successor Activity Logic

The Detailed Progress Schedule shall include, in addition to all activities required to execute the work, such tasks as permits, owner defined access constraints, mobilization, demobilization, submittal and approval of material samples and shop drawings, procurement of significant materials and fabrication of special items, as well as installation and testing. A period of fourteen (14) Days from receipt to release of the submittal by the Tollway, or as otherwise specified, shall be allowed for the Tollway's review of all drawings.

The activities shall be sufficiently detailed so that a reviewer can readily follow the sequence. The activities are to be described so that the work is readily identifiable. All activities, with the exception of the date the Contract is signed and project completion milestone, shall have a predecessor and successor. No open-ended schedules will be permitted without prior approval of the Tollway.

No more than 25% of the schedule activities shall be critical or near critical. "Near critical" will be defined as float in the range of 1 to 21 Days. "Critical" will be defined as having zero days of Total Float. Contractor imposed constraints will not be allowed without the prior approval of the Tollway. Neither the Tollway nor the Contractor owns the schedule float. The Project owns the float. As such, liability for delay of the Completion dates will rest with the party actually causing delay to the Completion dates. Delays to non-critical activities are to be absorbed by the project schedule and will not be considered as schedule delays, unless the delay causes a non-critical activity to become critical.

The activities shall be organized and described so as to conform to the contract bid items, a comprehensive written description of the activity may be required.

The Contractor's accepted Detailed Progress Schedule shall be subject to updates in

accordance with the Monthly Progress Schedule section.

A delay of thirty (30) Days or more, based on the original Detailed Progress Schedule critical paths shall be sufficient cause for the Tollway to notify the Contractor's bonding firms and other involved parties.

- (c) Revised Detailed Progress Schedule. If the Contractor requests changes to the accepted Detailed Progress Schedule in logic, durations, resources, constraints, etc., or, in the event, in the sole judgment of the Tollway such changes become necessary in the best interest of The Work due to circumstances not known by the Tollway at the time the Contract was entered into or arising thereafter, or if the Contractor has failed to comply with the accepted Detailed Progress Schedule, the Contractor shall submit a Revised Detailed Progress Schedule, which shall show how the Contractor proposes to complete the balance of The Work by the Completion Date. The Revised Detailed Progress Schedule shall be submitted within 10 Days of an Engineer's request for an Adjustment and shall be subject to the acceptance of the Tollway. Upon Acceptance of the Revised Detailed Progress Schedule, this schedule will be deemed the current Detailed Progress Schedule and used for all future Monthly Progress Schedule updates.

The Revised Detailed Progress Schedule submittal is to be accompanied by a narrative that details the Contractor's intentions on how to recover lost time and how the Contractor proposes to bring the project back on schedule. The Revised Detailed Progress Schedule submittal shall be consistent with the requirements of the Detailed Progress Schedule submittal.

- (d) Monthly Progress Schedule. After acceptance of the Contractor's Detailed Progress Schedule, the Contractor shall monitor progress of Work and update the schedule to reflect actual progress for each pay period. The Monthly Progress Schedule will be used as the basis for managing the weekly progress and for evaluating job progress and time extension requests. The purpose of the Monthly Progress Schedule is to report progress and is not to be used to revise the schedule logic, resources, durations, constraints, etc. as defined by the current Detailed Progress Schedule.

Monthly Progress Schedule submittals are required at minimum every 30 Days and shall be due with and be a requisite to each Pay Estimate. A Monthly Progress Report shall be submitted along with the Contractor's schedule update. The Tollway will not release the progress payments until the progress schedule update has been accepted. The Monthly Progress Schedule update shall support the basis of the Pay Estimate amount.

The Contractor shall make every Monthly Progress Schedule submitted consistent with all Contract requirements, including the order and time of performance of specified portion of The Work. Every Monthly Progress Schedule submittal shall be accompanied with a schedule narrative, which describes progress made since the last Monthly Progress Schedule submittal with special emphasis on critical and near critical activities, actual and potential delays to contract milestones and the utilization of any critical resources. Monthly Progress Schedules shall not be accepted if more than 35% of the scheduled activities are deemed to be critical or near critical as defined in section Detailed Progress Schedule section above.

The Contractor shall use all practicable means to make the progress of The Work conform to the original logic included in the latest accepted Detailed Progress Schedule. If the Contractor falls behind the scheduled progress, it shall take such measures as may be necessary to bring its work into compliance with the latest accepted Detailed Progress Schedule. The Contractor shall identify and promptly report to the Tollway progress delays during the prosecution of the work. The Contractor shall promptly take appropriate action to provide schedule recovery plans whenever the Contractor's actual physical progress is behind schedule. The Contractor must demonstrate through the submission of a progress schedule

and narrative how it intends to modify production to achieve the necessary schedule gains to complete the affected milestone completion dates. In the event the Contractor fails to bring its Work into such compliance, the Tollway may, at its discretion, require the Contractor to take any or all of the actions listed in Section 108.06 of these Supplemental Specifications, at no additional cost to the Tollway.

The Contractor shall not be entitled to payment for any work performed if the Contractor is delinquent in the submission of a Monthly Progress Schedule which is acceptable to the Tollway and, should the Contractor fail to submit a Monthly Progress Schedule in compliance with this Section, such failure shall in and of itself also be grounds for default as provided in Section 108.10 of these Supplemental Specifications.

The Contractor will be responsible for requesting a time extension for any delay or occurrence that, in the opinion of the Contractor, impacts the critical path of the Monthly Progress Schedule update. The Contractor shall submit a separate fragnet for each change order request, whether or not the work impacts the Project's critical path. The fragnet will consist of activities with durations and will depict the estimated float change to the assigned activities, and should show how the Contractor proposes to incorporate the changes in the schedule, and how it impacts the current schedule update critical path. Once agreement has been reached, the fragnet will be incorporated into the next monthly schedule update. Delays to non-critical activities will not be the basis for a time extension. The Tollway will not be liable for any additional costs associated with the Contractor's obligation to complete the project in accordance with the contract requirements.

There will be no separate measurement or payment for fulfilling the requirements described herein, and all costs, direct or indirect, shall be included in the prices for other items. Failure to provide satisfactory schedule submittals within the time specified herein will result in the withholding of Contractor payments until the requirements of this Article are met.

The Contractor shall be subject to liquidated damages in the amount of \$1000 per day for each and every day the Contractor is delinquent in the submission of the Preliminary Detailed Progress Schedule, the Detailed Progress Schedule, the Revised Detailed Progress Schedule or the Monthly Progress Schedule.

108.03 Prosecution of Work. The Contractor shall begin the work in accordance with Section 103.08 of these Supplemental Specifications. The Work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Contract.

The Contractor shall notify the Engineer at least 24 hours in advance of either discontinuing or resuming operations.

108.04 Reserved

108.05 Date for Completion. The Contractor shall complete The Work on or before the Completion Date. The Tollway will give the Contractor prompt written notice of any change in the Completion Date.

If the Contract shall be revised in any material respect or, in the sole judgment of the Tollway, changes become necessary in the best interests of the project due to circumstances not known at the time the Contract was entered into or arising thereafter, and the Tollway determines that such revision or revisions will cause a material delay in the completion of The Work, the Tollway will extend the Completion Date by the number of days it determines to be equitable. The Chief Engineer will not be required to consider the Contractor's request, if any, for extensions of time beyond the Completion Date for causes set forth in this Article unless such request is submitted to the Chief Engineer in writing within

10 calendar days of notice to the Contractor of the duration of the extension originally granted by the Tollway. The Chief Engineer will rule on such request promptly following completion of all the Work in the Contract, and such decision shall be final. Nothing herein shall be deemed to permit the Contractor to suspend any work pending a decision on the Contractor's request for extension of the Completion Date or as a result of a disagreement as to any extension of time granted.

The Contractor shall not be entitled to extra compensation or damages for delays, disruption or acceleration caused by such changes, but shall only be entitled to seek an extension of time for completion of the Contract.

108.06 Labor, Methods and Equipment. The Contractor shall at all times employ sufficient labor and equipment for prosecuting all items and phases of work to full completion in the manner and time required by these Specifications and the Contract.

All workers shall have sufficient skill and experience to properly perform all portions of The Work assigned to them. Workers engaged in special work or skilled work shall have sufficient specialized experience in such work and in the operation of the required equipment to perform all work on time and in a proper and safe manner.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again on any portion of The Work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitably skilled and sufficient personnel for the proper prosecution of The Work, the Engineer may suspend The Work by written notice until the Contractor employs proper and sufficient personnel for The Work. Should the Contractor fail, within a reasonable time, to employ sufficient and/or properly skilled personnel for the prosecution of The Work, the Engineer may take such actions and remedies as are provided in Article 108.07. All equipment which is proposed to be used on The Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Contract and to produce work that meets or exceeds the quality of work required by the Contract. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other highways will result from its use.

The Contractor shall prosecute The Work for the number of days per week and the number of hours per day as are necessary to complete The Work by the Completion Date. If in the opinion of the Engineer the actual progress on The Work falls behind the projected progress as outlined in the approved Progress Schedule, or if it becomes apparent that the construction progress is such that The Work or the various stages thereof will not be completed within the specified time or times, the Contractor shall implement, at the direction and with the approval of the Engineer, any or all of the following at no additional cost to the Tollway:

- (a) Provide additional equipment for The Work.
- (b) Add necessary additional manpower.
- (c) Increase working hours up to a maximum 24 hours per day including Saturdays, Sundays, and holidays subject to any restrictions which may be set forth in the Special Provisions.
- (d) Accelerate all or portions of The Work.
- (e) Adjust the Sequencing and order of The Work.
- (f) Undertake revised Work methods.

When the methods and equipment to be used by the Contractor in performing The Work are not prescribed in the Contract, the Contractor is free to use any reasonable methods or equipment to perform The Work, as long as it demonstrates to the satisfaction of the Engineer that such methods or equipment will accomplish The Work in conformity with the requirements of the Contract.

When the Contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized in writing by the Engineer. If the Contractor desires to use a method or type of equipment other than that specified in the Contract, it may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. The Contractor shall, in no event, be entitled to or have a right to such substitutions. If authorization is given, it will be on the condition that the Contractor will be fully responsible for carrying out The Work in conformity with the Contract requirements. If, after use of the substituted methods or equipment, the Engineer determines that the work produced does not meet the Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete all remaining work with the specified methods and equipment. The Contractor shall also remove any resulting deficient work and replace it with work of the specified quality, or take such other corrective action as the Engineer may direct. No change will be made in the basis of payment for the construction items involved, or in the Completion Date, as a result of the authorization of any changes in methods or equipment under these provisions.

108.07 Temporary Suspension of Work. The Engineer shall have the authority to suspend, delay or interrupt all or any part of The Work as he may deem necessary due to conditions unfavorable for satisfactory prosecution of The Work, or to other conditions which, in his opinion, warrant such action; or for such time as is necessary by reason of failure on the part of the Contractor to carry out orders given or to otherwise perform in accordance with any or all provisions of the Contract. The Engineer will notify the Contractor in writing of all such suspensions, delays or interruptions.

If a suspension, delay or interruption of all or any part of The Work is ordered by the Tollway for the sole convenience of the Tollway and exceeds, in the sole judgment of the Tollway, a reasonable period of time, an adjustment may be made in the Contract price for any increase in actual cost, exclusive of profit, to the Contractor for performance of The Work delayed due to such extraordinary suspension, delay or interruption. However, no such adjustment as provided herein, will be made for any suspension, delay, or interruption of all or any part of The Work if the performance thereof by the Contractor would have been so suspended, delayed or interrupted by any other cause, including failure on the part of the Contractor to carry out orders given or to perform in compliance with any or all provisions of the Contract; or if an equitable adjustment for the suspension, delay or interruption is provided for under any other provision of the Contract. Nothing herein shall permit the Contractor to recover costs for delays which could have been avoided by diligent prosecution of The Work or for suspensions of The Work due to seasonal conditions unfavorable for the prosecution of The Work.

If there is a suspension, delay or interruption of all or any part of The Work in accordance with this Article, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public or become damaged in any way. The Contractor shall take every precaution to prevent damage to or deterioration of any work that has been done; shall provide suitable drainage of the roadway; and shall erect temporary structures where necessary.

The Contractor shall not suspend, delay or interrupt all or any part of The Work without written authority from the Engineer.

After all or any part of The Work has been suspended, delayed or interrupted by the Engineer or by the Contractor with written authority from the Engineer, the Contractor shall not resume operations until notified in writing to do so by the Engineer. The Contractor may apply for extensions of time therefore as provided in Article 108.05.

108.08 Request for Extension of Time.

- (a) Extra Work, Change Orders and Supplemental Agreements. Time is of the essence and the Contractor is required to complete all The Work, including Extra Work Orders and Change Orders, changes involving supplemental agreements, and as provided for in Article 104.02, by the Completion Date unless an extension of time is requested and approved according to the provisions of this Article. If the Contractor fails to complete The Work by the Completion Date, the Tollway shall be entitled to compensation for such delay in accord with Article 108.09.

When such additional, extra and/or altered work is of such a character or magnitude, in the sole judgment of the Tollway, the amount of time reasonably necessary to perform The Work as so revised extends beyond the Completion Date, the Completion Date may be extended by the Tollway prior to commencement of the extra or altered work. When the Contractor deems that an extension of time is due for revisions in the work required to be performed or materials required to be furnished, it shall notify the Tollway in writing of its intention to make a request for such extension of time before it begins that portion of The Work or furnishes the materials which the revisions affect and prior to approval by the Tollway of a Change Order or Extra Work Order related to such Work. The Chief Engineer shall consider and rule upon all such requests for extensions of time and the decision of the Chief Engineer shall be final. In the event the Contractor does not give written notification to the Tollway of its request for an extension of time prior to the commencement of the revised, extra or altered work, within a reasonable amount of time and prior to approval by the Tollway of a Change Order or Extra Work Order related to such Work, the Contractor shall be deemed to have waived any and all of its legal or equitable rights for an extension of time to complete The Work.

Unless otherwise expressly agreed to by the Tollway, the Contractor shall not be entitled to extra compensation or damages for any extra time, disruption, acceleration and other costs required for completion of The Work due to Extra Work, Change Orders, or Supplemental Agreements, but shall be fully compensated for such extra time, disruption, acceleration and other costs incurred by the payments provided for work contained in the Extra Work Orders, Change Orders or supplemental agreements.

- (b) Delays. When a material delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of a public enemy, fires, flood, epidemics, strikes (except those caused by improper acts or omissions of the Contractor), extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes or governmental acts, the time of completion shall be extended for whatever period is determined by the Tollway to have resulted from such causes. No extension of time on account of a delay due to unforeseen causes will be granted if written application therefore is not filed with the Chief Engineer within ten Business Days of the date of termination of the delay or prior to the Completion Date whichever shall be sooner. Such request for extension of time, if timely filed, will be considered and ruled on promptly by the Chief Engineer.

An "Act of God" means an earthquake, flood, cloudburst, tornado, or other cataclysmic event beyond the power of the Contractor to foresee or to make preparation for. Any rains, floods, windstorms, or other natural phenomena of reasonable expectancy, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which The Work is being prosecuted, are not "Acts of God", and no extension of time will be granted for the delays resulting therefore.

In the event that The Work to be performed by the Contractor is materially delayed, obstructed, or hindered on account of any acts or omissions of the Tollway or its agents or employees, or any other contractors employed by the Tollway, the Contractor shall not be entitled to assert any claim or demand for additional compensation or otherwise against the

Tollway, but in such event, the Contractors sole remedy shall be to seek an extension of time pursuant to this Article. The Contractor agrees to make no claim for damages or additional compensation for delay, disruption or acceleration in the performance of this Contract occasioned by any act or failure to act of the Tollway or any of its representatives or other Contractors or because of any injunction which may be brought against the Tollway or its representatives or other Contractors and agrees that the Contractor's sole remedy shall be to seek an extension of time for completion of The Work, as provided herein, to be ruled upon after completion of all work under the Contract.

No extension of time will be granted for any delay or suspension of The Work due to the fault of the Contractor. The Tollway may suspend The Work in whole or in part, through no fault of the Contractor as provided in Article 108.07.

108.09 Liquidated Damages for Delay. The Contractor and the Tollway agree that the Tollway will suffer monetary damages in the event that The Work is not completed by the Completion Date, the amount of which may later be difficult to prove or quantify. Therefore, it is the desire of the Tollway and the Contractor to establish and agree in advance as to the amount of damages reasonably assessable due to delay of the Contractor in completing The Work. Accordingly, the Contractor shall pay to the Tollway the applicable sum listed in the Special Provisions, as liquidated damages, for each and every calendar day that The Work, or any part thereof, remains uncompleted beyond the Completion Date. The Contractor waives any right to claim that the amount of damages, agreed to in the Special Provisions, is excessive or a penalty.

The Contractor shall not be excused from the assessment and payment of liquidated damages as provided in the Special Provisions merely because a portion of The Work is available for use by the Tollway or has been opened to traffic, so long as all The Work is not completed and accepted according to the Contract.

Unless the Contract Documents provide that the Contractor is not subject to liquidated damages during certain periods when it is not actually engaged on The Work, the Contractor shall be liable for liquidated damages as established in this Sub Section and the Special Provisions for the entire period that The Work is not completed and approved beyond the Completion Date, even though said period may extend into the winter months beyond the normal construction season.

The Contractor shall also be liable for additional liquidated damages for failure to comply with or meet critical staging or schedules as may be set forth in the Special Provisions.

The Tollway may recover any and all liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor, notwithstanding any liens, notices of liens or actions of subcontractors, and if said monies be insufficient to cover said damages, then the Contractor or the Surety shall promptly pay any remaining amounts due.

Nothing herein contained shall be construed as limiting the rights of the Tollway to also recover from the Contractor any and all other amounts due or to become due the Tollway, or any and all costs and expenses sustained by the Tollway for improper performance hereunder, or for breach or breaches in any other respect including, but not limited to, defective workmanship or materials.

108.10 Events of Default and Remedies. The occurrence and continuance of any of the following events shall constitute an "Event of Default" under the Contract.

- (a) failure of the Contractor to comply with or perform any of the terms, conditions, provisions, or requirements of the Contract and to remedy such default within 10 calendar days after written notice thereof from the Chief Engineer to the Contractor; or
- (b) repeated violations by the Contractor of the same or similar Contract terms, conditions, provisions, or requirements, upon notice thereof from the Chief Engineer, whether or not such violations are

cured or cease to exist after notice in each instance; or

- (c) if the Contractor admits insolvency or bankruptcy or inability to pay debts as they mature, or is generally not paying debts as such debts become due or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian, or receiver for the Contractor, or for the major part of its property; or
- (d) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Contractor (other than bankruptcy proceedings instituted by the Contractor against third parties), and, if instituted against the Contractor, are allowed against the Contractor or are consented to or are not dismissed, stayed, or otherwise nullified within 30 Calendar Days after such institution.

Upon the occurrence and during the continuance of any Event of Default under the Contract, the Tollway shall have the following rights and remedies, in addition to any other remedies provided in the Contract or by law.

- (a) the Tollway may cancel the rights of the Contractor under the Contract and call upon the Surety to complete The Work in accordance with the terms of the Contract; or
- (b) the Tollway may cancel the rights of the Contractor under the Contract and take over The Work, or any part thereof, including any or all materials and equipment within The Work areas as may be suitable and acceptable, and complete The Work by or on its own Force Account; or
- (c) the Tollway may cancel the rights of the Contractor under the Contract and enter into a new Contract, with or without competitive bidding, for the completion of The Work, or any part thereof, which was to be performed by the Contractor under the Contract.

All costs, fees and expenses incurred by the Tollway, together with the cost of completing The Work under Contract, may be deducted from any monies due or which may become due on such Contract. In the event the costs, fees and expenses incurred by the Tollway shall be less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor or the Surety, as the case may be, shall be entitled to receive the difference less liquidated damages, if any, as provided in Article 108.02, subject to any claims for liens thereon which may be filed with the Tollway, or any prior assignment filed with it. In the event that such costs fees and expenses shall exceed the sum which would have been payable under the Contract, the Contractor and the Surety shall be liable therefore and shall promptly pay to the Tollway the amount of such excess, including amounts due for liquidated damages for delay pursuant to Article 108.09.

No remedy conferred upon or reserved to the Tollway pursuant to these Specifications or the Contract is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

108.11 Termination of Contractor's Responsibility. The Contract shall be considered completed when all The Work has been performed according to the Contract and has been accepted in writing by the Tollway. The Contractor shall thereafter be released from further responsibility for safeguarding The Work. The Contractor and the Surety, however, shall remain responsible as set forth in the Contract Bonds and as provided for in Articles 107.38, 107.34, and 109.08(b).

108.12 Termination of Contract Prior to Completion. The performance of The Work under the Contract may be terminated in whole or in part from time to time, whenever the Tollway shall determine that such termination is in the best interest of the Tollway due to circumstances, the effects of

which were not known to the Tollway at the time of execution of the Contract. In the event of termination pursuant to this Article, the Contractor shall be entitled to no damages or compensation except as hereinafter provided. Such termination will be effected by delivery of a notice of termination ("Notice of Termination") from the Tollway to the Contractor. The Notice of Termination will specify the extent to which performance of The Work is terminated and the date or dates upon which the termination becomes effective.

Termination, in whole or in part, of performance of The Work under the Contract, shall be subject to the conditions herein, and it is the intent of these provisions that a settlement equitable to both the Contractor and the Tollway be made in connection with a termination according to this Article.

For all Work completed by the Contractor prior to the effective date or dates of termination, payment will be made to the Contractor for the actual number of units or items completed at the Contract unit or lump sum prices. For all work partially completed by the Contractor prior to the effective date or dates of termination, payment shall be made to the Contractor for the partially completed units or items as specified in Article 109.04. It is agreed and understood, however, that the Contractor shall, in no event, be entitled to compensation for the loss of anticipated profits, whether for completed, uncompleted or partially completed work, and no claims therefore shall be made by the Contractor or be considered by the Tollway.

For all materials obtained by the Contractor for The Work prior to notice of termination that have been inspected, tested, and accepted by the Engineer, and that have not been incorporated in The Work and cannot be returned to the supplier, payment will be made to the Contractor for the actual costs for all such material, including freight charges, as shown by original receipted bills, to which shall be added 15 percent of the sum thereof. The materials, when so paid for by the Tollway, shall become the property of the Tollway.

The Tollway will pay the Contractor for any actual direct expenses sustained by the Contractor by reason of such termination for which the Contractor is not adequately reimbursed by the payments made for completed and partially completed work, and for materials obtained but not incorporated in The Work as hereinbefore specified. Termination of performance of The Work under the Contract by the Tollway shall not relieve the Contractor or the Surety of responsibility for The Work performed and for its performance in accordance with the Specifications and other Contract Documents.

108.13 Limitations of Operations. The Contractor shall at all times conduct its work so as to minimize interference with or inconvenience to vehicular and pedestrian traffic. At any time when, in the judgment of the Engineer, the Contractor has obstructed or closed a road or is carrying on an operations causing greater interference or inconvenience than necessary for the proper prosecution of The Work, the Engineer may require the Contractor to finish the section of The Work which is in progress before work is started on any additional section and, in addition thereto, may require the Contractor to take any other actions which will minimize inconvenience to vehicular and pedestrian traffic.

The Contractor shall arrange its work and material so as not to interfere with the operations of other contractors engaged in work at or adjacent to the site of The Work, and to join its work to that of others in a proper manner and in accordance with Plans and Specifications, and to coordinate the sequence of its work in relation to that of other contractors and as may be directed by the Engineer, from time to time, as The Work progresses.

The Contractor shall be responsible for any damage done by it or its agents to any work performed by another contractor. The Contractor shall maintain adequate drainage at all times during the Contract and shall be responsible therefore.

No earth or other material shall be dumped or stockpiled on any new or existing pavement.

It shall be the responsibility of the Contractor to determine and comply with the limitations imposed by local ordinances with respect to construction operations and equipment noise and working time

restrictions. Nothing herein referenced shall limit the rights of the Tollway as provided in Article 108.06 of these Supplemental Specifications.

No work which will require movement of vehicles to and from the work site or which will otherwise interfere with Tollway traffic will be allowed during the following holiday periods without specific written authorization from the Tollway:

- Easter Weekend – 12:00 Noon Thursday through 9:00 A.M. Monday
- Memorial Day Weekend – 12:00 Noon Friday through 9:00 A.M. Tuesday
- Independence Day – as specified in the Special Provisions
- Labor Day Weekend -12:00 Noon Friday through 9:00 A.M. Tuesday
- Thanksgiving Weekend - 12:00 Noon Wednesday through 9:00 A.M. Monday
- Christmas-New Year's Day period – as specified in the Special Provisions

108.14 Progress Conference. Attendance of a qualified representative of the Contractor will be required at weekly meetings to evaluate, plan and coordinate work schedules and progress of this contract in relation to the other contracts.

The Contractor shall be responsible for submitting:

1. A schedule for work anticipated in the upcoming two weeks.
2. Record copies of the previous two week work schedules showing actual work completed.
3. A spreadsheet record of equipment on the site in the past 2 weeks and the hours worked by each piece.
4. A spreadsheet record of employees with number, trade, and working hours for the past 2 weeks.

108.15 Payroll Records. Payroll records of the Contractor and its subcontractors shall be open to the Tollway at all times. If requested, the Contractor shall deliver to the Tollway a form showing the numbers, classifications and wages of persons employed on The Work each day, certified by the Contractor to be complete and accurate. Contractor shall timely pay all obligations to subcontractors and suppliers and all wages to persons employed by the Contractor on The Work.

108.16 Adverse Weather Operations. The Contractor shall remove all detours, lane shifts and barricades, and return all traffic to the existing pavement lanes between October 31 and the following April 1 unless otherwise provided for in the Special Provisions or unless otherwise directed by the Engineer. The Contractor may be allowed temporary lane closures during this period in the event of favorable weather conditions and only with prior written approval of the Engineer. The cost of removing barricades, equipment and material to clear the roadways and shoulders, upon notice from the Engineer of pending snowstorms or other events which require such removal, shall be considered incidental to the Contract, and the Contractor shall be responsible therefore and shall receive no additional compensation therefore.

Certain Work cannot be performed during the winter or during other adverse weather conditions, and except as otherwise provided in the Special Provisions, the Engineer shall have the right to order The Work temporarily suspended for such periods when, in his judgment, the conditions are not appropriate for the satisfactory prosecution of The Work. In such event, and absent an extraordinary delay due to an Act of God as defined in Article 108.08(b) hereof, the Contractor shall not be entitled to any extension of time or additional compensation due to suspension of The Work, or any part thereof, for these purposes.

Illinois State Toll Highway Authority

**SUPPLEMENTAL SPECIFICATION
FOR
SECTION 109. MEASUREMENT AND PAYMENT**

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace this section of the IDOT Standard Specifications for Road and Bridge Construction adopted January 1, 2002 in its entirety with the following.

109.01 Measurement of Quantities.

- (a) **General Requirements.** Actual quantities of work completed under the Contract must be measured by the Engineer prior to payment. Measurement will be in accordance with United States standards and in compliance with recognized engineering practices.

In computing volumes of excavation and borrow, the average end area method will be used.

Unauthorized waste of material will be deducted and only such quantities as are actually incorporated in the completed Work will be included in the final estimate.

Structures will be measured to neat lines as shown on the Plans or as directed by the Engineer, unless otherwise provided by these Specifications or in the Special Provisions.

All items which are measured by the linear foot, such as pipe culverts, guard rails, underdrains, etc., will be measured parallel to the base or foundation upon which such items are placed, unless otherwise shown on the Plans.

All packaged materials shall be marked plainly, showing the amount and nature of contents and shall be delivered intact.

The term "ton" shall mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed on accurate, approved scales as herein provided. If materials are shipped by rail, the car weight, unless otherwise specified, may be accepted, provided the actual weight of material can be determined and only such weight of material will be paid for. Car weights will not be acceptable for materials to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs and each truck shall bear a plainly legible identification mark.

The term "gauge" when used in connection with measurement of steel plates shall mean the U.S. standard gauge, except that when reference is made to the measurements of galvanized sheets used in the manufacture of corrugated steel pipe, steel plate pipe culverts and arches, and steel cribbing, the term gauge shall mean that specified in AASHTO M 36 or as specified in the Special Provisions.

When the term "gauge" refers to the measurement of wire, it shall mean the wire gauge specified in AASHTO M 32.

All quantities in the final Payment Estimate referred to in Article 109.08 will be shown to the nearest whole unit or fraction thereof as follows:

- (1) Unit Price up to \$9.99 - Nearest whole unit
- (2) Unit Price \$10.00 to \$99.99 - Nearest one-tenth (1/10) whole unit
- (3) Unit Price \$100.00 to \$1,000.00 - Nearest one-hundredth (1/100) whole unit
- (4) Unit Price over \$1,000 - The fraction of whole unit required to extend the cost to the nearest \$10.00.

Quantities will be computed by the Engineer to one decimal place beyond that specified above and the total rounded off as specified above.

- (b) Scales. All materials for which measurements are obtained by weight shall be weighed on scales approved by the Engineer and tested and sealed by the Illinois Department of Agriculture or other approved governmental division or department. Scales shall have been tested and sealed within a period of not more than one year prior to the date of use. When weighing material for the Tollway, a scale which has been tested and approved within a period of 1 year, but which has been dismantled and moved to another location, shall again be tested and approved before it is eligible for weighing. Any interested party, such as the Tollway, the Contractor, or the owner of the scales may at any time request an inspection of the scales, and the latest inspection shall take precedence over any and all previous inspections. The cost of furnishing, testing, maintaining, and operating the scales shall be borne by the Contractor.

The platform of truck scales shall be of such length and width that it will conveniently accommodate all trucks to be used by the Contractor in hauling materials for The Work. The entire truck load shall rest on the scale platform and be weighed as one draft. When materials are weighed on truck scales, weight tickets showing the gross weight, tare, and net weight of each load of material delivered shall be supplied to the Engineer for his use in computing quantities. Hand written tickets are not acceptable.

- (c) Measurement of Areas. All longitudinal measurements for areas of base courses, surface courses, pavement and shoulders, will be made along the centerline of the surface of the roadway and not necessarily horizontally. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions used in calculating the pay areas shall be the neat dimensions shown in the Plans or dimensions otherwise delineated in writing by the Engineer. Unless otherwise specified, no deduction shall be made for any fixture in the roadway having an area of nine square feet or less. All areas measured in acres shall be measured along the slopes, unless otherwise specified.
- (d) Measurement of Bituminous Materials. All bituminous material shall be measured in tank cars, distributor tanks, storage tanks, or drums. Unless otherwise directed, the Contractor shall furnish the Engineer with certified calibration of tank cars and storage tanks, and certified quantities in drums in which bituminous materials are delivered or stored.

When bituminous material is furnished in containers that cannot be readily calibrated, or when otherwise directed by the Engineer, the volume of bituminous material may be determined by dividing the net weight of the material by the weight per gallon at 60°F in accordance with ASTM Designation: D 1250.

When bituminous material is furnished in drums, the amount in each drum shall be plainly stenciled on the drum head by the producer. The amount so indicated may be accepted as the quantity furnished, but the Engineer shall also have the right to make actual

measurements of the amount in each drum in accordance with the above provisions.

109.02 Scope of Payment. The Contractor shall receive and accept the compensation as herein provided as payment in full for The Work, including but not limited to furnishing all materials, transportation, labor, tools, and equipment; performing all work contemplated and embraced under the Contract; all loss or damage arising out of The Work or from the action of the elements; for any unforeseen difficulties, obstructions or interferences which may arise or be encountered during the prosecution of The Work until its final acceptance by the Engineer as provided in Article 105.13; all risks of every description connected with performance of The Work; any infringement of patents, trademarks, or copyrights; all costs incurred by or in consequence of delays, disruption, suspension, discontinuance or acceleration of performance; for performance of The Work if necessary out of sequence and for completing The Work in an acceptable manner according to the Contract.

In cases where the "Payment" clause in the Specifications relating to any unit price in the Proposal schedule requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material shall not also be measured or paid for under any other pay item which may appear elsewhere in the Specifications.

The payment of any partial payment estimates for The Work by the Tollway shall in no way constitute an acknowledgment of the acceptance of The Work, or any portion thereof, nor in any way affect the obligation of the Contractor to repair, correct, renew, or replace at its expense any defects or imperfections in the construction or in the strength or quality of the materials used in construction of The Work and its appurtenances, or any damage due or attributable to any defects, whether or not such defects, imperfections or damage shall have been discovered before or after payment for and acceptance of The Work. The Engineer shall be the sole judge of such defects, imperfections or damage, and the Contractor shall be liable to the Tollway for failure to correct same as provided in the Specifications and other Contract Documents.

109.03 Increased or Decreased Quantities. Whenever the quantity of any item of work as given in the Proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such item as shown in the Proposal, except as otherwise provided in Article 104.02 and the Contractor shall not be entitled to any additional time or compensation therefore.

109.04 Payment for Extra Work. Extra Work which results from any of the changes as specified in Article 104.02 and for which no unit price is provided in the Contract, shall not be started until receipt of a written authorization or work order from the Tollway, which authorization shall state the items of work to be performed and the method of payment for each item. The Contractor shall not be entitled to payment for work performed without such order.

If it is practicable to pay for Extra Work on the unit price, or lump sum basis, a fair and equitable sum shall be fixed by agreement of the parties and shown in an Extra Work Order signed by both contracting parties before such work is started. When the Tollway deems it impracticable to handle any Extra Work on the unit price or lump sum basis, or if agreement of the parties cannot be reached, the Extra Work may be ordered to be performed, and paid for on a force account basis, as follows:

- (a) Labor. The Contractor will be paid for the actual amount of wages for all labor and foremen in direct charge of the specific work for each hour that said labor and foreman are actually engaged in such work. A foreman shall not be used when there are less than two laborers employed, except with the written consent of the Engineer. The Contractor will receive the actual additional amount of the contributions paid for regular and uniform health and welfare benefits, pension fund benefits or other benefits when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the class of labor employed on The Work. An amount equal to 35 percent of the sum of the foregoing items will also be paid to the Contractor.
- (b) Bonds, Insurance and Tax. The Contractor will receive the actual cost or increase in cost of required Contractor's Bonds, Public Liability and Property Damage insurance, Worker's

Compensation and Occupation insurance, Unemployment Compensation tax, and Social Security tax attributable to force account work, to which 10 percent shall be added. The Contractor shall furnish satisfactory evidence of the cost or rates paid for such bonds, insurance and taxes.

- (c) **Materials.** The Contractor will receive the actual cost for all materials, including freight charges as shown by the original paid invoices, which become an integral part of the finished work, to which shall be added 15 percent of the sum thereof. Paid invoices must carry the name of the supplier on the "paid" stamp. Paid invoices shall be signed in full and dated by the officer or individual receiving payment and shall show that person's title.

The Contractor will be reimbursed for any materials used in the construction of such work as sheeting, falsework, form lumber, etc. which are not an integral part of the finished work. The amount of reimbursement shall be agreed upon in writing before such work is begun, and no percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.

- (d) **Equipment.** For any machinery or special equipment other than small tools, the use of which has been authorized by the Engineer, the Contractor will be paid in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST," as issued by the Illinois Department of Transportation. The equipment shall be of a type and size reasonably required to complete the Extra Work. Compensation will not be allowed for transportation to or from The Work or for the time required for setting up and removing the equipment from The Work or for equipment of a type, size or condition unsuitable for The Work. If the Engineer determines that the equipment will be idle for an extended period, the Contractor will be directed to remove and return it. These costs will be considered Extra Work and paid for by the Tollway.
- (e) **Sublet Work.** In the event any portion of The Work ordered on a Force Account basis is sublet, the Contractor will be paid for the cost of such work in accordance with the provisions as specified above, plus five percent of said costs for the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such work with the minimum payment being \$100. Only the Contractor shall be entitled to the five percent add-on.

The compensation provided in the above sub-paragraphs of this Section shall be received by the Contractor as payment in full for Extra Work, and no additional consideration therefore will be paid the Contractor, notwithstanding losses suffered by the Contractor due to the Force Account work and regardless of unforeseen circumstances that effect the Contractor's expected profit. All Extra Work shall be performed by the Contractor within the time provided for in the Contract unless an extension of time is expressly provided in the Extra Work Order.

The Contractor's representative and the Inspector shall compare records of Extra Work done on the Force Account basis at the end of each day. Copies of these records shall be made in duplicate by the Inspector, using the force account forms provided for this purpose, and these shall be signed by both the Inspector and the Contractor's representative, one copy each to be given to the Engineer and the Contractor. All claims for Extra Work done on the force account basis shall be submitted by the Contractor to the Engineer in six certified copies, to which there shall be attached original paid invoices covering the cost of, and freight charges on, all materials used in such work. The final statement shall be filed not later than the first day of the month following that in which the force account work was actually completed, and shall

All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after the date of final inspection according to Sub Section 105.13 If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Tollway is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

109.05 Expenses incurred by the Tollway. Upon written request of the Engineer, the Contractor shall pay the bills which are the responsibility of the Tollway. The Contractor shall receive as administrative costs and amount equal to five percent of said costs for the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such work.

109.06 Canceled Items. The Tollway shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the Work due to circumstances either unknown at the time of bidding or arising after the Contract was entered into. Should such actions result in elimination or non-completion of any portion of the Contract, payment shall be made as follows:

For canceled work which has been completed by the Contractor, payment will be made to the Contractor for the actual number of units or items completed at the Contract unit or lump sum prices. For canceled work partially completed by the Contractor and not measurable for payment at the Contract unit or lump sum prices, payment will be made to the Contractor for the partially completed units or items as specified in Article 109.04.

For materials obtained by the Contractor for the unfinished (uncompleted) portions of the canceled work, that have been inspected, tested and accepted by the Engineer, and that have not been incorporated in the canceled work, payment shall be made to the Contractor for the actual costs of all such materials, including freight charges, as shown by the original paid invoices, to which shall be added 15 percent of the sums thereof. The materials, when so paid for by the Tollway, shall become the property of the Tollway.

All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after the date of final inspection according to Article 105.13. If the statement is not received within the specified time frame, all demands or payment for the extra work are waived and the Tollway is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

109.07 Partial Payments - Monthly Estimates. At least once each month the Engineer will make an approximate estimate, in writing, of the materials in place and completed, the amount of work performed, and the value thereof, at the Contract unit prices. From the amount so determined there shall be deducted 10 percent to be retained until after the completion of the entire work to the satisfaction of the Engineer, and the balance certified to the Tollway for payment, except that no amount less than \$500.00 will be so certified unless the total amount of the Contract is less the \$500.00. Notwithstanding the above, after 50 percent or more of The Work is completed, the Chief Engineer may in his sole discretion, approve the remaining partial payments or some of them without any further retention, provided that satisfactory progress is being made in accordance with the Contract requirements and continues to be made, and provided that the amount retained shall not, at any time, be less than 5 percent of the adjusted Contract Award Amount.

Retainage is not due Contractor until after timely completion of all The Work, in accordance with the Contract requirements and until such time as retainage is due Contractor, the Tollway shall be entitled to retain such sums with other Tollway funds and shall be entitled, but not obligated, to use such retention for, among other purposes, as additional security for the completion of all or part of The Work, correction of The Work, liquidated damages, payment of Contractor fines and to meet any other obligations of the Contractor under the Contract.

In addition, at the sole discretion of the Chief Engineer, payment may be made for materials, prior to their use in the Work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance, (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored or at a secure location acceptable and accessible to the Tollway. Material allowances will be considered for payment of the value of acceptable reinforcing steel, structural steel, structural steel components necessary for the fabrication of welded steel girders, stone, gravel, sand, or any other nonperishable materials delivered to the Work site or to acceptable storage places,

which will be used in the Work at a later date.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Tollway for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's canceled checks for materials and transportation must be furnished to the Tollway within 60 days of payment of the allowances or the amounts will be reclaimed by the Tollway.

If such stored material is lost or damaged prior to incorporation in The Work, the materials shall be replaced or satisfactorily repaired at the Contractor's expense. Where payment is made for materials in storage and not yet incorporated into The Work, the Contractor shall provide to the Tollway satisfactory evidence of insurance against loss by damage or disappearance. The Contractor shall pay and be responsible for any costs of storage of said materials.

Paid bills must carry the name of the supplier on the "paid" stamp. Paid bills shall be signed in full and dated by the officer or individual receiving payment and shall show that person's title. The paid bills are to be submitted with the estimate on which payment for materials stored is requested.

At the sole discretion of the Tollway, a "semi-final" estimate may be prepared and payment made thereon upon the written request of the Contractor. A semi-final estimate will not be prepared if the Contractor's prosecution of The Work is not in accordance with the approved Progress Schedule. In no event shall the amount retained by the Tollway after making the semi-final payment be less than an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted Contract items and unit prices, at the time the Contractor's request for said semi-final estimate is made.

In the event semi-final payment is approved by the Tollway, the Contractor will be required to comply with all requirements of Section 109.08 with respect to final payment before semi-final payment will be made. The written approval of the final payment is approved by the Tollway, the Contractor will be required to comply with all requirements of Contractor's Surety shall also be required.

Unless the approval of the semi-final estimate and payment expressly provides therefore, The Work is not complete and the payment of the semi-final payment shall not be a waiver of liquidated or any other damages the Tollway may be entitled to under the terms of the Contract.

109.08 Acceptance and Final Payment. Whenever the improvement provided for by the Contract shall have been completely performed by the Contractor according to the Contract and all parts of The Work have been approved by the Engineer and accepted by the Tollway, a final payment estimate shall be made showing the amount of monies remaining to be paid the Contractor under the terms of the Contract. This estimate will be prepared by the Engineer as soon as the necessary measurements and computations can be made. The amount of this final payment estimate, less any sums deductible or retained under the provisions of the Contract, will be paid to the Contractor as soon as practicable after the final acceptance, provided the Contractor has furnished to the Tollway satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for the purpose of such improvements have been paid, or that the person or persons to whom the same may be due have consented to such final payment.

The Engineer shall determine the amount or quantity of the several kinds of work herein contracted to be done and decide every question which can or may arise relating to the execution and performance of this Contract on the part of said Contractor.

The Final Pay Estimate will be sent to the Contractor by certified mail. Within 21 calendar days of receipt of the Final Pay Estimate, the Contractor shall respond by either.

- Signing and returning the Final Pay Estimate, thus accepting the final quantities; or:
- Submit a written appeal of the Engineer's determination of final quantities to the Chief Engineer. The written appeal shall state the specific pay items the Contractor is in disagreement with, and shall include documentation to support the contention. Upon such appeal, the decision of the Chief Engineer with respect to the amount of final payment shall be final and conclusive.

Failure to respond within 21 calendar days after receiving the Final Pay Estimate will be considered as acceptance by the Contractor, and the Tollway's Board will be presented the Final Pay Estimate for approval.

The acceptance by the Contractor of the final payment shall constitute a release and waiver by the Contractor of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the Tollway from any and all claims or liabilities for anything done or furnished relative to The Work, or for any act or neglect on the part of the Tollway, its directors, officers, agents, employees or its Consulting Engineer, relating to or connected with the Contract, known or unknown.

- (a) **Amounts Owed to Tollway.** Nothing in the preceding paragraphs concerning payment shall be construed to prevent the Tollway from withholding or deducting from any partial payments or the final payment to the Contractor the total amount of any claims of any type or nature whatsoever which the Tollway shall have against the Contractor. Moreover, to the extent the aforementioned claims of the Tollway exceed the amount otherwise remaining to be paid to the Contractor under the Contract, such excess shall be immediately due and payable to the Tollway at such time as the excess is capable of calculation by the Tollway.
- (b) **Guaranty Against Defective Work.** Before final payment is made as provided in Article 109.08 the Contractor shall furnish a surety bond to the Tollway in a sum equal to five percent of the final Contract amount. The bond shall be on the form furnished by the Tollway and with a surety satisfactory to the Tollway. The bond shall remain in full force and effect for a period of 1 year which period shall commence on the date of the Tollway's certification of final payment to the Contractor.

The bond shall provide that the Contractor guarantees to replace for said period of 1 year all work performed and materials furnished that were not performed or furnished according to the terms of the Contract, and make good any defects therein, regardless of cause, which have become apparent before the expiration of said period of 1 year; and that if any part of The Work in the judgment of the Chief Engineer needs to be replaced, repaired or made good for the above stated reasons during that time, the Chief Engineer will so notify the Contractor in writing by Certified Mail. Within five (5) calendar days from the date of receipt of such notice, the Contractor shall submit a method and schedule of corrective work for the Chief Engineer's review and approval. If the Contractor fails to respond within said five (5) calendar days or disputes the Chief Engineer's findings, the Chief Engineer may elect to have the work done by others, and the cost thereof shall be invoiced to the Contractor or the Surety for reimbursement.

The obligations of the Contractor and Surety under the bond specified in this Article shall not be construed as limiting, diminishing or in any way affecting the liability and obligations of the Contractor and any Surety under the terms of the Contract Bonds, or the responsibility of the Contractor and the Surety for performing all work according to the Contract.

In an emergency, as determined by the Chief Engineer, the Tollway reserves the right to immediately perform both temporary and permanent repairs, or arrange for others to perform such repairs without notification to any affected or responsible Surety or the Contractor, and the Contractor agrees that in such event the Tollway may charge such costs as may be incurred against the Contractor or any affected or responsible Surety.

- (c) Approval by the Chief Engineer and Board of Directors. The Contract for The Work, and any and all amendments and supplements thereto, are required to be approved by the Chief Engineer and the Board. All Change Orders and Extra Work Orders shall be prepared by the Engineer for recommendation to the Chief Engineer and are subject to approval of the Board. No payments for such work will be made without prior written approval of the Board. Notwithstanding the foregoing, this paragraph shall not apply to "emergency work" provided for in Article 104.02.

All other requests for payments to be made to the Contractor shall be prepared by the Engineer, and must be approved by the Chief Engineer. Semi-final and final payments are further subject to the approval of the Board.

- (d) Final Payment Documents . Before final payment is made as provided in Article 109.08, the Contractor shall furnish the Tollway with the following final payment documents, which forms shall be provided to the Contractor by the Tollway:

Consent of Surety to Final Payment

Contractor's Affidavit

Contractors Verified Certificate

Final Waiver of Lien

Guarantee Against Defective Work

Release and Waiver

The Consent of Surety to Final Payment, Release and Waiver and Guarantee Against Defective Work shall be signed by the Contractor and by a surety satisfactory to the Tollway.

Additionally, the Contractor shall furnish the Tollway with any and all documentation requested by the Tollway evidencing that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for the purpose of such improvements have been paid, or that the person or persons to whom the same may be due have consented to such final payment.

109.09 Disputed Claim for Extra Compensation. In any situation where the Contractor claims that extra compensation is due to it for work or materials not clearly covered in the Contract and not ordered by the Tollway as Extra Work, the Contractor shall notify the Engineer in writing of its intention to make claim for such extra compensation before beginning the work on which it bases the claim, and shall afford the Engineer every opportunity and facility for keeping account of the actual nature and cost of such work. Failure on the part of the Contractor to give this notification or to afford the Engineer proper opportunity and facility for keeping strict account of such work will constitute a waiver of any claim for extra compensation for such work. The filing of such notice by the Contractor and the keeping of cost records by the Engineer shall not in any way preclude the Tollway from later denying the validity of the claim. When The Work has been completed, the Contractor shall immediately file its claim for extra compensation with the Engineer, who will present the claim to the Chief Engineer of the Tollway for consideration. If the claim is presented to the Tollway and found to be meritorious by the Tollway, it shall be allowed and paid by one of the methods provided in Article 109.04. The Contractor shall have no right to delay or halt Work or any part thereof, due to any dispute in connection with compensation for any part of the Work and the disputed Work, along with The Work, shall be performed within the Scheduled Contract Completion Date.

109.10 Record Retention. The Contractor and all subcontractors shall maintain, books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the Tollway under the contract and subcontract. The books and records shall be maintained by the Contractor for a minimum of 3 years from the later of the date of final payment under the contract or the completion of the contract. The books and records shall be maintained by the subcontractor for a minimum of 3 years from the later of the date of final payment under the subcontract or the completion of the subcontract. However, the 3 year period shall be extended for the duration of any audit in progress at the time of that period's expiration.

All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Tollway; and the Contractor and subcontractor shall cooperate fully with any audit and provide full access to all relevant materials. Failure by the Contractor or subcontractor to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Tollway for the recovery of any funds paid by the Tollway under the contract for which adequate books and records are not available. The Contractor and subcontractor shall include the requirements of this Section in all subcontracts

Illinois State Toll Highway Authority

**SUPPLEMENTAL SPECIFICATION
FOR
SECTION 110. MISCELLANEOUS**

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Add the following new articles:

110.01 Severability. In the event any provision of these Specifications shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

110.02 Governing Law. These Specifications are made pursuant to and shall be construed and governed exclusively by and continue in accordance with the laws of the State of Illinois.

110.03 Notice. All written notices, demands other written communications required to be given to the Tollway, Engineer or any duly authorized employees, subordinates, agents and representatives thereof under these Specifications shall be delivered personally or sent by United States Mail, certified or registered, postage prepaid, with return receipt requested and delivered, unless otherwise specifically instructed in writing, to The Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515 to the attention of the appropriate person. Any such notice, demand or other communication given in accordance with the foregoing shall be deemed to have been given on the date actually delivered or if mailed, as of the fourth Business Day following the date of deposit in the mail.

110.04 References. Wherever the context requires or permits, the number and gender of words shall be interchangeable. All references to Sections refer to Sections in these Specifications unless otherwise specifically indicated. The words "herein", "hereof", "hereunder" and words of similar import, refer to these Supplemental Specifications as a whole unless otherwise indicated.

Illinois State Toll Highway Authority

**SUPPLEMENTAL SPECIFICATION
FOR
SECTION 250. SEEDING**

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Revise the following Article.

250.07 – Class 3 Seeding Slope Mixture 7/-

Revise **LB/ACRE** seed rates and mix as follows:

Alta Fescue or Ky 31	50
Perennial Ryegrass	30
Annual Ryegrass	30
Alsike Clover (2)	5
Birdsfoot Trefoil	5
Andropogon scoparius	20
Bouteloua curtipendula	20
Fult Salt Grass (1)	30
Oats, Spring	50

Class 4 seeding Native Grass 4/-

Revise **LB/ACRE** seed rates as follows:

Andropogon gernadi	5
Andropogon scoparius	15
Bouteloua curtipendula	15
Elymus Canadensis	2
Panicum virgatum	1
Sorghastrum nutons	2
Annual Ryegrass	40
Oats, Spring	30
Perennial Ryegrass	15

Class 4A seeding Low Profile Native Grass 8/

Revise **LB/ACRE** seed rates as follows:

Andropogon scoparius	20	
Bouteloua curtipendula	20	
Elymus Canadensis	1	
Sporobolus heterolepsis		0.5
Annual Ryegrass	40	
Oats, Spring	30	
Perennial Ryegrass	20	

Class 4B Seeding Wetland grass and Sedge Mixture 6,8/

Revise **LB/ACRE** seeding rate for below item only as follows:

Wetland Grasses (below)	12
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Class 5 Seeding Forb with Annuals Mixture

Revise **LB/ACRE** seeding rate for below item only as follows:

Forb Mixture (below)	18
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Class 5A seeding Large Flower Native Forb Mixture 6,8/

Revise **LB/ACRE** seeding rate for below items only as follows:

Forb Mixture (below)	12
Rudbeckia hirta	5

Class 5B seeding Wetland Forb

Revise **LB/ACRE** seeding rate for below item only as follows:

Forb Mixture (below) 6,8/	4
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Class 7 seeding Temporary Turf Cover Mixture

Add the following to seed and rate:

Annual Ryegrass	20
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Illinois State Toll Highway Authority

**SUPPLEMENTAL SPECIFICATION
FOR
SECTION 251. MULCH
Issued October 2006**

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Modify the following Article.

251.03- Mulching Seeded Areas. Revise this section beginning at second sentence in 1st paragraph, as follows:

On flat areas and slopes up to and including 1:10 (V:H) mulch shall be applied the same day as seeded. Mulch shall be applied uniformly at the rate specified. On slopes exceeding 1:10 (V:H) erosion control blanket shall be applied the same day as seeded.

Remove 251.03 (b) (1) Procedure one.

Illinois State Toll Highway Authority

**SUPPLEMENTAL SPECIFICATION
FOR
SECTION 253. PLANTING WOODY PLANTS**

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

253.15- Plant Care. Revise 1st paragraph, as follows:

During the period of establishment, additional watering shall be performed at least once within every 30 days during the months of May, September through December and at least once every 15 days during the months of June through August. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 280 TEMPORARY EROSION CONTROL

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Delete Section 280 in its entirety and replace with the following.

280.01 Description. This work shall consist of the erosion and sediment aspects of the project, including but not limited to, construction, maintenance and removal of various erosion and sediment control items, implementation and management of the approved Erosion and Sediment Control Schedules and method of operation weekly co-inspections, inspection following rainfalls, pumping operations as deemed necessary by the Contractor, dewatering of basins, preparation and adherence to the Erosion and Sediment Control Schedule.

280.02 Management of Erosion and Sediment Control. This work shall consist of the management of erosion aspects of the project, including but not limited to, the cost of the Erosion and Sediment Control Manager, weekly co-inspections, inspection following rainfalls, pumping operations as deemed necessary by the Contractor, dewatering basins, preparation and adherence to the Erosion and Sediment Control Schedule and maintenance not included in the various Pay Items. This work also includes repairs to installed erosion and sediment control items which were damaged by parties other than the Contractor, its subcontractors, or their agents or employees, and which the re-establishment of these items is not included elsewhere in this Section.

- (a) **Construction Requirement.** This work is to be performed to assure compliance with the Contract plans and specifications; the latest editions of the Illinois Environmental Protection Agency "Illinois Urban Manual" and the National Pollutant Discharge Elimination System (NPDES) permit No. ILR10. The Contractor will be required to sign the NPDES permit application prior to starting work.
- (b) **Penalties**
 - (1) **Non-Conformance:** The Contractor will be subject to a penalty of \$500.00 per incident day, to be deducted from the next pay estimate due to the Contractor, for each occurrence when the Engineer determines that the Contractor is not in full compliance with these Erosion and Sediment Control Specifications, or Contract Plans.
 - (2) **Failure to Respond:** The Contractor shall be required to respond within twelve (12) hours to any request from the Engineer for re-establishing compliance with these Erosion and Sediment Control Specifications. Failure by the Contractor to respond shall be grounds for a penalty of \$1000.00 for each occurrence, to be deducted from the next pay estimate due the Contractor. 'Respond' is interpreted to mean on the job identifying the extent of repairs to be made. 'Occurrence' is interpreted to mean each consecutive 12-hour period, or fraction thereof.
 - (3) **Failure to Respond to Regulatory Agency Requests:** The Contractor shall respond within twenty-four (24) hours to requests from the Engineer relating to notices from regulatory agencies (e.g., U.S. Environmental Protection Agency, the Illinois Environmental Protection Agency, the local Soil and Water Conservation District, the U.S. Army Corps of Engineers) for matters relating to violation of water resource

permits and associated permit conditions. Failure by the Contractor to respond shall be grounds for a penalty of \$25,000.00 for each occurrence to be deducted from the next pay estimate due to the Contractor. 'Respond is interpreted to mean on the job identifying the extent of corrective work required. 'Occurrence is interpreted to mean each consecutive 24-hour period, or fraction thereof, and is applicable to each permit type.

- (c) Erosion and Sediment Control Manager (ESCM). When the Contract will disturb one half (½) aggregate acre or more of land (excluding existing pavement structure), the Contractor shall assign to the project an employee to serve in the capacity of ESCM, unless otherwise determined by the Tollway. This employee shall be thoroughly experienced in all aspects of erosion and sediment control, and construction. The ESCM shall have the primary responsibility and sufficient authority for the implementation of the approved erosion and sediment control schedules and methods of operation, including both on-site and off-site activities included in the cost of this item.

At least 10 days prior to beginning any work on this project, the name and credentials of the ESCM shall be submitted to the Engineer for approval. Any changes in the ESCM shall require a resubmission of the above. The resubmission shall be timed to ensure that an ESCM is assigned to the project at all times.

- (d) Schedule. Twenty one days after the Notice of Award, the Contractor shall submit for approval to the Tollway, an Erosion and Sediment Control Schedule. The schedule shall indicate the sequence of construction, implementation and maintenance of controls, temporary and permanent stabilization and the various stages of soil disturbance. The schedule shall include the following:
 - (1) Clearing of areas necessary for installation of perimeter controls specified in the Contract Documents.
 - (2) Construction of perimeter controls specified in the Contract Documents.
 - (3) Remaining clearing.
 - (4) Roadway grading (including off-site work).
 - (5) If applicable, utility installation and whether storm drains shall be used or blocked after construction.
 - (6) Final grading, landscaping, stabilization
 - (7) Removal of perimeter controls.
- (e) Preconstruction Conference. At the preconstruction conference, the Engineer will discuss the Erosion and Sediment Control Schedule with the Contractor. Subsequently an Erosion Control field meeting will be held prior to any soil disturbance to review the Contractor's Erosion and Sediment Control Schedule.
- (f) Inspection Meetings. Erosion and Sediment Control Meetings will be initiated and conducted by the Engineer, attended by the ESCM and Toll way representatives. The meetings will be held at least five days prior to the start of work, weekly and after every ½" or more rainfall.

280.03 Erosion and Sediment Control – Excavation. This work shall consist of the clearing, stripping, excavation and satisfactory disposal of all material, including rock, encountered in the construction of new sediment basins, sediment traps, dewatering basins, temporary swales and temporary channel diversions in accordance with these Specifications and the storage volumes as shown

on the Plans or as designated by the Engineer.

Additionally, this work includes locating, constructing and maintaining concrete truck washout areas within the Contract Limits, as well as their removal and restoration. At the time of the Preconstruction Conference, the Contractor shall submit for approval the proposed concrete truck washout locations. The locations will be reviewed and discussed at the Preconstruction Conference to reinforce to the Contractor the importance of the sites so that the runoff does not reach the storm sewer or ditch systems. The approved location(s) will be annotated on the Engineer's copy(ies) of the Sediment and Erosion Control Plan. The Contractor and all subcontractors using ready-mix concrete on the jobsite shall be required to wash their empty trucks only at the approved washout locations. Failure to do so shall result in the Contractor receiving a Non-Conformance penalty, in accordance with Article 280.02 (b) (1).

Erosion and Sediment Control-Excavation shall not include excavation of ditches parallel to the roadway through cut sections or at the toe of slopes of embankments, or ditches at the top of cuts. Excavation for all such ditches shall be included in the payment for Earth Excavation, Section 202.

Excavation shall be carried on in such a manner that existing highway facilities, utilities, railroad tracks and other non-highway facilities which are to remain in place will not be damaged.

Upon completion of use of the basins and traps they shall be backfilled as in accordance with the requirements of Section 205 - EMBANKMENT.

- (a) Clearing and Striping. Before any sediment basin or sediment trap site is excavated for embankment, all trees, shrubs, roots and topsoil shall be removed from the area within the limits of the storage site. Disposal of cleared materials shall be in accordance with Article 202.03.

Clearing and stripping and removal of topsoil at sediment basin and sediment trap sites will not be paid for separately but shall be considered as included in the payment for Erosion and Sediment Control-Excavation.

- (b) Construction Requirements. The Contractor shall notify the Engineer at least three days in advance of the start of excavating operations to permit the completion of accurate measurements for volume determinations. Any material excavated before such measurements have been taken will not be paid for.

All excavated material not used or needed for other purposes shall be disposed of as specified in Article 202.03.

280.04 Erosion and Sediment Control – Cleanout. This work shall consist of excavation required for the removal of accumulated sediment, vegetation and debris from traps, basins, the area adjacent to silt fences, super silt fences, rectangular inlet protection, filter fabric inlet protection, ditch checks and any other clean out excavation of accumulated sediment.

- (a) Construction Requirements. Vegetation, sediment and minor debris build-ups shall be removed and the capacity of the control devices shall be re-established at the direction of the Engineer when the capacity of the basins and traps has been reduced by approximately 50%. Silt fences shall be inspected after every storm event. Silt build up against silt fences shall be removed when bulges develop in the fence or when silt reaches 50 percent of fence height.

Removed material shall be disposed of, on-site or off-site, in accordance with Article 202.03.

280.05 Silt Fence. This work shall consist of the furnishing, installation, maintenance and removal of silt fence used for the purpose of preventing or controlling the erosion and sedimentation processes encountered during construction.

The Contractor shall furnish, install, maintain and remove specified silt fence in accordance with the Contract Plans and documents.

- (a) Materials. All materials shall conform to the following requirements:

Silt Fence Fabric..... 1080.02
 Support Posts*

*Support posts shall be a minimum of 42 inches long. Support posts shall be 2" x 2" nominal hardwood, 2" Schedule 40 steel pipe or steel support posts of a standard T or U section weighing not less than 1.33 pounds per lineal foot.

- (b) Re-erect Silt Fence. This work shall consist of re-erecting silt fence which has become ineffective as a result of natural forces. Silt fence damaged by the Contractor's operations or negligence will not be re-erected under this item.
- (c) Construction Requirements. The Contractor shall exercise due care in the re-erecting of the silt fence as not to damage otherwise reusable materials. Any material damaged in re-erecting shall be replaced by the Contractor at no additional expense to the Toll way. All of the requirements for the original installation of the silt fence in accordance with Article 280.05 of these Supplemental Specifications shall be adhered to when the fence is re-erected.

280.06 Temporary Swale. This work shall consist of the construction and maintenance of a temporary drainage way located to intercept and divert runoff to a stabilized outlet or to intercept sediment laden water and divert it to a sediment trapping device. The temporary swale shall be stabilized through the use of erosion resistant materials such as temporary ground cover and erosion blanket, type III (TREATMENT TYPE I), CA-3 aggregate ditch lining, 3 inches thick (TREATMENT TYPE II) or class 3 riprap, 8 inches thick (TREATMENT TYPE III).

- (a) Materials. All materials shall conform to the requirements of Materials, Sec. 1000. Specific references are as follows:

Coarse Aggregate, CA-31004.01
 Riprap, Gradation, No. 3.....1005.01
 Filter Fabric for Ditch1080.03
 Erosion Blanket. Type III.....1081.10(c)

- (b) Construction Requirements. Locations of the swale shall be as shown on the Plans or as directed by the Engineer. The work will be performed in accordance with the applicable portions of the following sections:

281 Riprap
 283 Aggregate Ditch Lining
 280 Temporary Stabilization with Straw Mulch
 251 Heavy Duty Erosion Control Blanket
 280 Erosion and Sediment Control - Excavation

280.07 Stabilized Construction Entrance. This work shall consist of the furnishing, installation, maintenance and removal of all stabilized construction entrances which are used to reduce or eliminate the tracking of sediment onto public right-of-ways or streets. Construction entrances shall be used in conjunction with the stabilization of construction roads and other exposed areas.

- (a) Materials. All materials shall conform with the following requirements:

Coarse Aggregate, CA3	1004.01
Filter Fabric for use with Riprap	1080.03
Geoweb: Geoweb cellular confinement system shall be a flexible web system such as Presto Products Companies GEOWEB GW-A8-30, or an approved equal.	

- (b) Construction Requirements. The Contractor shall maintain continuous surveillance and shall continuously maintain, realign, or repair all stabilized construction entrances shown on the plans or directed by the Engineer that are displaced or damaged by water, traffic, Contractor operations or any other cause. This may require periodic top dressing with additional aggregate as directed by the Engineer. Aggregate used for top dressing will be measured for payment.

Topsoil shall be removed, geotextile fabric placed and the geoweb installed and staked in accordance with the manufacturer's recommendations. The cells shall be filled with aggregate base course using CA-3 and methods and equipment recommended by the manufacturer.

The final 4 inches of the entrance shall be constructed in accordance with the applicable requirements of Section 351 using CA-3. After the stabilized construction entrance is no longer required, all of the materials used in its construction shall be removed and disposed of.

280.08 Flotation Boom. This work shall consist of the furnishing, installation and removal of flotation booms, used for the purpose of temporarily controlling the erosion and turbidity encountered during construction in a waterway.

The Contractor shall furnish, install and remove all specified flotation booms in accordance with the Contract Plans and documents.

- (a) Materials. Flotation boom system shall be a flexible fabric silt curtain system such as Cape Canaveral Marine Services Turbidity Barrier, or approved equal.
- (b) Construction Requirements . The flotation boom shall be installed at the location(s) as shown on the Plans. The boom shall be installed in such a manner as to prevent drift shoreward or downstream. The bottom of the boom shall reach the bottom of the waterway using 1 or 2 vertical sections as required.

Anchors shall be installed per the manufacturer's recommendations on both the shore and stream side to maximize stability. Shore anchors shall consist of a post with dead man or approved equal. Stream anchors shall be of sufficient size, type and strength to stabilize the boom with the number and spacing dependant on current velocities. Anchors shall be buoyed to prevent the boom from being pulled under water

The Contractor shall be responsible for maintenance of the boom throughout construction operations.

On completion of the project, the Contractor shall remove the boom in a manner that will prevent siltation of the waterway."

280.09 Temporary Stream Crossing. This work shall consist of furnishing, placing and removing geotextile fabric, temporary culvert and riprap for temporary stream crossing, excavating the bottom to the required depth and the disposal of excavated materials at the locations indicated on the Plans and/or as directed by the Engineer. When the stream has base flow, this work also includes the installation of temporary corrugated metal pipe at the stream invert.

(a) Materials. All materials shall conform with the following requirements:

Filter Fabric for use with Riprap	1080.03
Riprap Gradation No.3.....	1005.01(c)
Corrugated Steel Pipe	1006.01

(b) Construction Requirements. The TEMPORARY STREAM CROSSING shall be excavated to the depth and template shown on the Plans for placement of the riprap. Excavated material shall be disposed of in accordance with Section 202.03.

When indicated on the Plans and documents, geotextile fabric and corrugated steel pipe shall be placed in the excavated bottom, beneath the riprap, to the lines and dimensions shown in the Plans or as directed by the Engineer.

The aggregate shall be placed to the lines and dimensions shown in the Plans. Methods and equipment used for placing the riprap shall be approved by the Engineer.

The Contractor shall construct and maintain continuous surveillance and shall continuously maintain, realign, repair or replace all TEMPORARY STREAM CROSSINGS shown on the plans as directed by the Engineer, that are displaced or damaged by wind, water, traffic, Contractor operations or any other cause. The maintenance of the TEMPORARY STREAM CROSSINGS shall be for the full length of the contract unless otherwise specified by the Engineer. This may require periodic top dressing with additional riprap.

280.10 - Super Silt Fence. This work shall consist of the furnishing, installation and removal of super silt fence used for the prevention or control of erosion and sedimentation processes encountered during construction. This fence consists of the attachment of a geotextile to a chain link fence.

The Contractor shall furnish, install and remove all specified super silt fencing in accordance with the Contract Documents and as directed by the Engineer.

(a) Materials. All materials shall conform to the requirements of material, Sec. 1000 and the following requirements:

Fencing	1006.27
Silt Fence Fabric	1080.02

(b) Fencing. The super silt fence shall be erected as near the location shown on the drawings as possible or on a line established by the Engineer. The chain link fencing shall be constructed in accordance with Section 664 except that the fabric shall be embedded as shown on the Plans and the concrete footing shall not be used. Posts shall be anchored with drive anchor assemblies meeting the approval of the Engineer. Grounding of the fence will not be required.

280.11 Temporary Pipe Slope Drain. This work shall consist of the furnishing and installation of pipe, anchor devices, filter fabric and flared end sections to convey surface runoff down the face of unstabilized slopes to minimize erosion on the slope face. It is always used in conjunction with earth dikes (berms) that direct the runoff to the temporary pipe slope drain flared end section.

At the end of each construction day, temporary dikes (berms) along the edges of the top of the embankment shall be constructed and each temporary pipe slope drain will be extended and the inlet reinstalled.

This work shall be installed as detailed in the Contract Documents, as per manufacturer's recommendations and as approved by the Engineer.

On completion of the project, all materials shall become the property of the Contractor and shall be

removed from the right of way.

- (a) **Materials.** All materials shall conform to the requirements of Materials, Sec. 1000 or specific references as follows:
 - High Density Polyethylene Pipe1040.22
 - Corrugated Steel Pipe1006.01
 - Flexible Polyethylene Tubing.....ASTM F667
 - Geotextile Fabric1080.02
 - Staples1081.10(d)
- (b) **Flared End Section.** The flared end section shall be of the same material and size used for the temporary pipe slope drain.
- (c) **Construction Requirements.** The TEMPORARY PIPE SLOPE DRAIN may be constructed using any of the materials specified above and shall outlet into a sediment trap or basin, or a stable conveyance system that leads to a trap or basin. The TEMPORARY PIPE SLOPE DRAIN shall be securely anchored to the slope using procedures recommended by the manufacturer. All connections are to be watertight. A flared end section shall be attached to the inlet end of the pipe and shall be relocated each time the pipe is extended. The height of the earth dike at the location of the temporary pipe slope drain shall be at least 2 times the diameter of the pipe. To prevent erosion around the flared end section, geotextile fabric (Sub-Sec. 1080.02) will be placed under the flared end section and shall extend 5 feet in front of it and up the front face of the dike.

280.12 Tree Protection. Temporary fencing shall be erected and maintained around trees designated on the Plans or as directed by the Engineer. Temporary fencing so erected shall be removed when directed by the Engineer.

- (a) **Materials.** All materials shall conform to the requirements of Materials, Sec. 1000. Specific references are as follows:
 - Support Posts.....1081.15(b)
 - Fence1081.15(d)

The temporary fence shall be similar to plastic or wood lath snow fence.

- (b) **Construction Requirements.** Tree protection shall be construction in accordance with the Tollway Standard Drawings. Support post spacing shall not exceed 5 feet.

280.13 Temporary Channel Diversion. This work shall consist of the furnishing of the equipment, labor and materials required to install the temporary channel diversion needed to carry the existing stream flow through or around a construction site while the permanent drainage structure is being installed. The temporary channel diversion will be stabilized as shown on the drawings and will be removed/filled in an appropriate manner once the permanent drainage structure is in place and stabilized.

- (a) **Materials.** All materials shall conform to the requirements of Materials, Sec. 1000. Specific references are as follows:
 - Geotextile Fabric.....1080.02
 - Riprap Gradation No. 3..... 1005.01(c)
- (b) **Construction Requirements.** The installation of this facility shall be done in a sequence to assure protection of the water quality of existing streams. Maintenance of the silt fence and geotextile bank protection is critical. The actual location of the channel diversion will be proposed by the contractor and shall be approved by the Engineer. Water shall not be diverted through the diversion channel until it is adequately protected with geotextile.

280.14 Temporary Riprap. This work shall consist of placing a geotextile fabric and a protective coating of dumped or hand-laid stone or broken concrete riprap for rock check dams, stone outlet structure sediment traps, dewatering basins, temporary swales, diversion dikes, temporary stream crossings, temporary channel diversions and aggregate berms as shown on the Plans, and the removal of the riprap and geotextile fabric upon the completion of the need for these temporary facilities. A geotextile shall be installed under all riprap.

(a) Materials. All materials shall conform to the following requirements:

Filter Fabric for use with Riprap 1080.03
Riprap Gradation No. 3 1005.01(c)

(b) Construction Requirements. The use of these materials is described in the various sections which require the use of riprap.

280.15 - Temporary Stabilization with Straw Mulch. This work shall consist of preparing seed beds, sowing temporary seed mixture; along with furnishing, transporting and placing mulch on areas that cannot, at this time, be stabilized with permanent vegetative measures. This work will involve the placing of both straw and wood fiber mulch over the temporary seeded area. At some future date this same area will be treated as needed to establish the permanent vegetative cover, including mowing, removal of temporary vegetation, disking and/or other methods to prepare area for permanent vegetation.

(a) Materials. Seed for spring and summer planting shall be annual rye grass applied at a rate of 50 lbs/acre combined with white or red sweet clover applied at a rate of 15 lbs/acre.

Seed for fall planting shall be Hard Red Winter Wheat and Winter Rye (grain) mixed in equal proportions and applied at the rate of 100 lb/acre.

Fertilizer nutrients shall be applied at the rates of 25 pounds each of actual nitrogen, phosphorous and potassium per acre. Straw mulch shall be stalks of wheat, rye, oats or other approved straw that is air dried.

Grass Seeds Article 1081.04
Fertilizer Article 1081.08
Straw Mulch Article 1081.06(a)(1)

Replace the first sentence of Article 1081.06(a)(2) with the following:

“Hydraulic mulch shall be virgin or recycled wood cellulose containing no growth or germination inhibiting factors. Hydraulic mulch containing paper fibers will not be allowed.”

(b) Construction Requirements. Within 24 hours after the seed is applied using a hydroseeder, the seeded area shall be given a covering of mulch as follows:

(1) The mulch blower shall apply straw mulch at the rate of 4000 lbs. per acre. The mulch shall be loose enough to permit air to circulate but compact enough to reduce erosion.

(2) The straw mulch is to be thoroughly stabilized by following the straw application immediately with an overspray application of wood fiber mulch applied as a slurry of 750 lbs of mulch and 1000 gallons of water per acre by an approved hydraulic mulch applicator. The hydraulic mulch slurry shall be agitated a minimum of 5 minutes before application and shall be agitated during application.

Following the mulching operation, foot and vehicular traffic, or the movement of equipment over the mulched area will be restricted. Any damaged areas will be repaired and replaced at the contractor’s expense.

- (c) **Same Day Stabilization.** This work shall consist of stabilization for those areas where limited space is available for the construction of sediment traps or other sediment control measures between the roadway sideslope and the ROW line. Same-Day Stabilization shall be utilized to reduce the movement of soils once they are exposed by the Contractor's operations. Same-Day Stabilization is to be implemented after the initial perimeter controls are in place and concurrently with the Contractor's daily operations.

Same-Day Stabilization may consist of either temporary erosion control measures or the permanent landscaping indicated on the plan. The permanent landscaping shall be implemented as the Same-Day Stabilization whenever possible. This means that the Contractor must stage his work so that portions of the slopes and ditches can be brought to finish grade, topsoiled and landscaped prior to the end of the workday.

When permanent landscaping is not possible, due either to construction staging or specification constraints, Same-Day Stabilization shall consist of temporary erosion control measures. The primary method of Same-Day Stabilization during grading operations shall be Article 280.15 Temporary Stabilization with Straw Mulch. Other temporary methods shall be as directed by the Engineer.

In either case, the work zone must be left in such condition that the grading areas, disturbed that day, are stabilized and measures are in place to control sediment laden water and on-site runoff.

The Contractor shall be responsible for coordinating his operations with the work of any sub-contractors, to insure that stabilization is performed the same day that the disturbance occurs. The performance of Same-Day Stabilization is also subject to the penalties for non-conformance and failure to respond as outlined in the Standard Specifications.

280.16 Diversion Dike. This work shall consist of the construction and maintenance of a temporary ridge of compacted soil, located to intercept and divert runoff to a stabilized outlet or to intercept sediment laden water and divert it to a sediment trapping device. The diversion dike shall be stabilized through the use of erosion resistant materials such as temporary ground cover and erosion blanket (TREATMENT TYPE I), CA-3 aggregate ditch lining, 3 inches thick (TREATMENT TYPE II) or class 3 riprap, 8 inches thick (TREATMENT TYPE III).

- (a) **Materials.** All materials shall conform to the requirements of Materials, Sec. 1000. Specific references are as follows:

Coarse Aggregate, CA-3	1004.01
Riprap, Gradation, No. 3.....	1005.01(c)
Filter Fabric for Ditch Lining.....	1080.03
Erosion Blanket, Type III	1081.10(c)

- (b) **Construction Requirements.** Locations of the diversion dike shall be as shown on the Plans or as directed by the Engineer. The work will be performed in accordance with the applicable portions of the following sections:

281.....	Riprap
283.....	Aggregate Ditch
280.....	Temporary Stabilization with Straw Mulch
251.....	Heavy Duty Erosion Control Blanket

The type of stabilization to be used shall be shown on the Plans.

The embankment used to construct the dike shall be placed along an alignment that has had all trees, brush, stumps and other obstructions removed that would interfere with the proper functioning of the earth dike berm and flow channel.

The fill shall be compacted by methods and equipment approved by the Engineer.

280.17 Dewatering Basins. A dewatering basin shall be installed wherever the Contractor is removing and discharging water from excavated areas on the construction site and the water is not being routed through an adequately sized sediment trap or sediment basin. The purpose of the basin is to temporarily store the discharged water and to release it in a manner that causes the sediment laden water to be filtered prior to release into a natural drainageway or stabilized conveyance.

- (a) Materials. All materials shall conform to the requirements of Materials, Sec. 1000. Specific references are as follows:

- Filter Fabric for use with Riprap 1080.03
- Riprap Gradation No. 3 1005.01(c)

- (b) Construction Requirements. The volume required to be stored is dependent upon the pumping rate and the amount of sediment in the water. Minimum size shall be 10'x10'x3' of depth. Location of the dewatering basins shall be approved by the Engineer.

280.18 Rectangular Inlet Protection. This work shall consist of the furnishing, installation and removal of a frame with chain link fence supported filter fabric to protect existing and new inlets, catch basins and manholes with open lids, where shown on the Plans or as directed by the Engineer.

- (a) Materials. All materials shall conform to the following requirements:

- Fencing Article 1006.27
- Filter Fabric: Filter Fabric shall be permeable barrier fabric such as 130 Ex manufactured by LLINQ Industrial Fabrics Inc. Mirafi or approved equal.

- (b) Construction Requirements. The Rectangular Inlet Protection shall be constructed as shown on the Plans. At the Contractor's option, an alternate frame and fabric system may be constructed of super silt fence.

280.19 Geotextile Fabric, Class C. This work shall consist of the furnishing, installation and removal of geotextile fabrics used to line temporary channel diversions, and to face the temporary dam at those locations.

- (a) Materials. All materials shall conform to the following requirements:

- Geotextile Fabric 1080.02

- (b) Constructions Requirements. All surfaces to be protected shall be graded and finished so as to be stable and firm. Prepared surfaces that become crusted shall be reworked to an acceptable condition before placing the fabric. The fabric shall be installed in accordance with the manufacturer's recommendations.

Fabric shall be applied with the length of roll laid parallel to the flow of the water. Start the installation with the initial strip placed in the center of the ditch to avoid an overlap in the center of the ditch. Where more than one width is required, a multiwidth fabric is required, lap joints to be limited to one every nine feet of width.

An anchor slot shall be placed at the upslope and downslope ends of the fabric placement. At least 12 inches of the end of the fabric shall be buried vertically in a slot dug in the soil. The fabric shall be secured in the anchor slot by pins at intervals of 3 feet or less prior to burying. The soil shall be firmly tamped against the fabric in the slot.

Pins shall be 3/16" x 18" long wire with a 1 1/2" washer attached and shall be driven flush with

fabric surface.

Successive lengths of fabric shall be overlapped at least 3 feet, with the upstream length on top. Pin the overlap by placing 3 pins evenly spaced across the end of each of the overlapping lengths and by placing 3 pins across the width of the center of overlap area. Check slots shall be constructed by placing a tight fold at least 8 inches vertically into the soil. Check slots shall be spaced so that a check slot occurs within each 25 feet. Pin the fabric in the check slot at each edge overlap and in the center of the fabric. Beginning and terminal ends to be staked in accordance with installation manual.

Upslope edges of fabric used as a ditch lining shall terminate on horizontal shelves running parallel to the axis of the ditch for the full length of the ditch. Edges of the fabric shall be pinned at 3-foot intervals and turned down into the trench with the silt fence fabric.

The Contractor shall maintain the fabric until all work on the contract has been completed and accepted. Maintenance shall consist of the repair of areas where damaged by any cause

280.20 Filter Fabric Inlet Protection. This work shall consist of the furnishing, installation and removal of filter fabric inlet protection, where shown on the Plans and/or as directed by the Engineer.

- (a) Materials. All materials shall conform to the following requirements:

Inlet Basket and Fabric Insert – Device shall be a basket and fabric insert system such as Mar-Mac Construction Products Company, Inc. Catch – All Inlet Protector, or approved equal.

Fabric Insert – Device shall be a fabric insert such as Emerald Seed & Supply Stream Savers Catch Basin Insert, or approved equal

Inlet Dam – Device shall be a fabric sleeve and dam such as Dandy Products Inc. Beaver Dam, or approved equal.

- (b) Construction Requirements. The filter fabric inlet protection shall consist of one of the following: inlet basket and fabric insert, fabric insert or inlet dam.

The device shall be equipped with an overflow feature, so drainage to the inlet is not completely blocked if the device is full of silt.

280.21 Stone Outlet Structure Sediment Trap. This work shall consist of the furnishing of the equipment, labor and materials required to install a stone outlet structure sediment trap as shown on the plans. Also included shall be all of the work necessary to maintain the device, and to remove all materials when directed by the Engineer.

- (a) Materials. All materials shall conform to the requirements of Materials, Sec. 1000. Specific references are as follows:

Filter Fabric for use with Riprap..... 1080.03
Riprap, Gradation No 4..... 1005.01(c)
Coarse Aggregate, CA-3 1004.01(c)

- (b) Construction Requirements. The stone outlet structure sediment trap shall be excavated to the width, length and depth shown on the Plans.

Geotextile fabric shall be placed below the riprap. Riprap, gradation No. 3, shall be placed to the lines and grades shown on the Plans and a one-foot layer of CA-3 shall be placed against the upstream face.

On completion of the project, all materials shall become property of the Contractor, and shall be removed from the site.

The Contractor shall maintain the device until all work on the Contract has been completed and approved. Maintenance shall consist of the repair of the device where damaged by any cause.

280.22 Sediment Basin. This work shall consist of the furnishing of the equipment, labor and materials required to install a sediment basin with a sediment basin dewatering device or sediment basin aggregate berm as shown on the Plans. Also included shall be all of the work necessary to maintain the device and to remove all materials when directed by the Engineer.

- (a) Materials. All materials shall conform to the requirements of Materials, Sec.1000. Specific references are as follows:

Concrete, Class SI.....	1020.04
Coarse Aggregate, CA-2 and CA-6.....	1004.01
Riprap, Gradation No.4.....	1005.01(c)
Corrugated Steel Pipe.....	1006.01
Geotextile Fabric.....	1080.02
Polyvinylchloride (PVC) Pipe.....	1040.10
Filter Fabric for use with Riprap.....	1080.03

- (b) Construction Requirements. The constructed by either excavating to obtain the required volume, or by providing a compacted clay dam at the basin outlets as site conditions allow.

The sediment basin aggregate berm shall be constructed to the width, length and elevations shown on the Plans. Riprap gradation No. 4 shall be placed a minimum of 10 feet away from the basin outlet. A one-foot layer of CA-2 coarse aggregate shall be placed against the upstream face of the berm.

On completion of the project, all materials shall become property of the Contractor and shall be removed from the site.

The Contractor shall maintain the device until all work on the Contract has been completed and approved. Maintenance shall consist of the repair of the device where damaged by any cause.

280.23 Temporary Ditch Check Urethane Foam/Geotextile. This work shall consist of the furnishing of the equipment, labor and materials required to install temporary ditch check urethane foam/geotextile as shown on the plans. Also included shall be all of the work necessary to maintain and remove all materials when directed by the Engineer. Materials shall remain the property of the Contractor.

- (a) Materials. All materials shall conform to the following requirements:
 - Urethane Foam/Geotextile 1081.15 (f)

- (b) Construction Requirements. Urethane foam/geotextile ditch checks shall be triangular shaped having a minimum height of 10 inches in the center with equal sides and a 20 inch base. The triangular shaped inner material shall be a low density urethane foam. The outer cover shall be woven geotextile fabric placed around the inner material and allowed to extend beyond both sides of the triangle 3 ft. Standard lengths of each dike shall be 7 ft. Ditch checks shall be a minimum of 14 feet long. Wire staples fabricated from No. 11 gauge wire and at least 8 inches long shall be used to attach the ditch check to the ground. A minimum of eight (8) staples per square yard shall be installed to secure the apron to the ground.

The staple pattern shall be as specified by the manufacturer.

280.24 Temporary Ditch Check Rolled Excelsior Log. This work shall consist of the equipment, labor and materials required to install temporary ditch check rolled excelsior log as shown on the Plans and/or as directed by the Engineer. Also included shall be all of the work necessary to maintain and remove all materials when directed by the Engineer. Materials shall remain the property of the Contractor.

- (a) Materials. All materials shall conform to the requirements of Materials, Sec. 1000, and the following:

Rolled Excelsior Log – shall consist of an outside open weave containment fabric filled with excelsior fibers. Product shall be Curlex Sediment Log, as manufactured by American Excelsior Company, or approved equal.

- (b) Construction Requirements. Unless otherwise shown on the Plans, the rolled excelsior log ditch check shall be 20-inch in diameter. Netting at each end of the log shall be secured with metal clips or knotted ends to assure fiber containment. Standard length of each ditch check shall be 10 feet.

Stakes shall be a minimum of one inch square if wood, or minimum one inch diameter if metal. Stakes shall be 4 feet long, driven at a spacing of 2 feet on-center, 2 feet into the ground. Stakes shall be entwined with the mesh covering the roll on the downstream side, and angled with the direction of flow.

When more than one log is required to span the ditch, logs shall be butted tightly end-to-end, and tied together with nylon fasteners ('zip-strips').

280.25 Temporary Rock Check Dam. This work shall consist of the furnishing of the equipment, labor and materials required to install rock check dam(s), as shown on the Plans and/or as directed by the Engineer. Also included shall be all of the work necessary to maintain the device and to remove all materials when directed by the Engineer.

- (a) Materials. All materials shall conform to the requirements of Materials, Sec. 1000. Specific references are as follows:

Filter Fabric for use with Riprap.....	1080.03
Riprap, Gradation No. 3.....	1005(c)
Coarse Aggregate, CA-3	1004.01(c)

- (b) Construction Requirements. The rock check dam shall be constructed to the width and height shown on the Plans. Geotextile fabric shall be placed below the riprap. Riprap, gradation No. 3, shall be placed to the width of the ditch with a one-foot layer of CA-3 coarse aggregate placed against the upstream face.

On completion of the project, all materials shall become the property of the Contractor and shall be removed from the site.

The Contractor shall maintain the device until all work on the Contract has been completed and approved. Maintenance shall consist of the repair of the device where damaged by any cause.

280.26 Culvert Inlet Protection – Fence. This work shall consist of the furnishing of the equipment, labor, and materials required to install culvert inlet protection of fence as shown on the Plans. Also included shall be all of the work necessary to maintain the device and to remove the fence and sediment when construction is complete.

- (a) Materials. All materials shall conform to the requirements of Materials, Section 1000. Specific references are as follows:

Fencing	1006.27
Silt Fence Fabric.....	1080.02

- (b) Construction Requirements. The culvert inlet protection – fence shall be constructed of super silt fence in accordance with Article 280.10 of these Supplemental Specifications and the applicable Standard Drawing, except the maximum post spacing shall be 6 feet.

The Contractor shall maintain the installation until completion and final acceptance of the Contract. Maintenance shall consist of the repair of the device where damaged by any cause, including third parties. On completion of the project, all materials shall become the property of the Contractor and shall be removed from the site.

280.27 Culvert Inlet Protection – Stone. This work shall consist of the furnishing of the equipment, labor and materials required to install culvert inlet protection – stone as shown on the Plans and/or as directed by the Engineer. Also included shall be all of the work necessary to maintain the device and remove all materials when directed by the Engineer.

- (a) Materials. All materials shall conform to the requirements of Materials, Sec. 1000. Specific references are as follows:

Filter Fabric for use with Riprap.....	1080.03
Riprap, Gradation No.4.....	1005.01(c)
Coarse Aggregate, CA-2	1004.01(c)

- (b) Construction Requirements. The culvert inlet protection – stone shall be constructed to the width and height shown on the Plans. Geotextile fabric shall be placed below the riprap. Riprap, gradation No. 4 shall be placed in accordance with applicable detail in the Tollway Standard Drawing. A one-foot layer of CA-2 coarse aggregate shall be placed against the upstream face.

The Contractor shall maintain the installation until completion and final acceptance of the Contract. Maintenance shall consist of the repair of the device where damaged by any cause, including third parties. On completion of the project, all materials shall become the property of the Contractor and shall be removed from the site.

280.28 Creek Buffer Strip and Silt Fence. This work shall consist of the furnishing of equipment, labor and materials required to install creek buffer strip and silt fence.

- (a) Materials. Article 280.05(a) shall apply with the addition of the following material reference:

Urethane Foam/Geotextile.....	1081.15(f)
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- (b) Construction Requirements. This work shall be performed in accordance with Article 280.04 and 280.05 fo these Supplemental Specifications. Preservation and/or re-establishment of the buffer zone shall be as shown on the Plans or as directed by the Engineer.

280.29 Method of Measurement

MANAGEMENT OF EROSION AND SEDIMENT CONTROL will be measured for payment per calendar month or fraction thereof.

EROSION AND SEDIMENT CONTROL-EXCAVATION will be measured for payment in its original position by cross-sections taken by the Engineer with the volume in cubic yards computed by the average end area method. Distances between end areas will be measured along a base line established by the

Engineer.

Where material has been excavated beyond the designated limits without authority, the materials so excavated will not be measured for payment. No measurements will be made of embankment placed to fill these excavations to final grades.

EROSION AND SEDIMENT CONTROL-CLEANOUT will be measured and the volume calculated in cubic yards.

SILT FENCE will be measured for payment in lineal feet of fence erected. Measurement will be from center to center of end posts.

RE-ERECT SILT FENCE will be measured in linear feet of silt fence erected.

TEMPORARY SWALE will be measured along the centerline in lineal feet of swale constructed regardless of width of swale specified.

STABILIZED CONSTRUCTION ENTRANCE will be measured for payment and the area calculated in square yards. Aggregate used for maintenance of the entrance will be measured in tons and paid for as AGGREGATE BASE COURSE.

TEMPORARY STREAM CROSSING will not be measured separately for payment, but will be measured as TEMPORARY RIPRAP by weight in tons, and as TEMPORARY PIPE per lineal foot. The riprap may be weighed at the place of loading in the trucks, or at such other point as the Engineer may direct.

TEMPORARY PIPE will be measured per lineal feet completed.

SUPER SILT FENCE will be measured for payment in lineal feet. Measurement will be from center to center of end posts.

TEMPORARY PIPE SLOPE DRAINS will be measured in lineal feet completed. The length measured is along the centerline of the installed pipe including the length of the inlet structure. The relocation and reinstallation of the flared end section will not be included in the measured length. All connections, anchors and geotextile materials used to install or reinstall the temporary pipe slope drains will not be measured for payment.

TREE PROTECTION will be measured in lineal feet of fencing erected.

DEWATERING BASINS will not be measured separately for payment but shall be measured as TEMPORARY RIPRAP and EROSION AND SEDIMENT CONTROL - EXCAVATION.

TEMPORARY CHANNEL DIVERSION will not be measured separately for payment, but will be measured as EROSION AND SEDIMENT CONTROL - EXCAVATION per cubic yard, TEMPORARY RIPRAP per ton, and SILT FENCE in lineal feet and GEOTEXTILE FABRIC CLASS C in square yards. Earth plugs and dams will not be measured for payment.

TEMPORARY RIPRAP will be measured by weight in tons. The Contractor shall furnish or arrange for the use of scales as specified in Article 109.01(b), and of a type approved by the Engineer, to weigh loaded trucks. The riprap may be weighed at the place of loading in the trucks, or at such other point as the Engineer may direct. GEOTEXTILE will not be measured for payment when used with temporary riprap.

TEMPORARY STABILIZATION WITH STRAW MULCH will be measured by acre. Fertilizer nutrients, seeds, seed bed preparation, seed application, straw mulch application and wood fiber mulch

application will not be individually measured for payment, but will be considered as included in the Contract unit price for TEMPORARY STABILIZATION WITH STRAW MULCH.

If shown on the Plans, SAME-DAY STABILIZATION will be included in the other unit price items

utilized. If not shown on the Plans, SAMEDAY STABILIZATION will be measured and calculated in square yards of area stabilized.

DIVERSION DIKE will be measured along the centerline in lineal feet of dike constructed, regardless of width of dike specified.

RECTANGULAR INLET PROTECTION will be measured on the basis of each structure protected. If constructed as super silt fence, payment will be made as RECTANGULAR INLET PROTECTION.

FILTER FABRIC INLET PROTECTION will be measured on the basis of each structure so protected.

GEOTEXTILE FABRIC CLASS C will be measured for payment in its final position and the area calculated in square yards. Overlaps, check slots, anchor slots and buried edges will not be measured.

STONE OUTLET STRUCTURE SEDIMENT TRAP will not be measured separately for payment but shall be measured as TEMPORARY RIPRAP per ton and EROSION AND SEDIMENT CONTROL - EXCAVATION per cubic yard.

TEMPORARY DITCH CHECK URETHANE FOAM/GEOTEXTILE will be measured per each seven (7) foot length.

TEMPORARY DITCH CHECK ROLLED EXCELSIOR LOG will be measured per each 10-foot length.

TEMPORARY ROCK CHECK DAM will not be measured separately for payment, but will be measured as TEMPORARY RIPRAP per ton.

FLOTATION BOOM will be measured for payment in feet measured along the centerline of the boom.

SEDIMENT BASIN will not be measured separately for payment, but will be measured as EROSION AND SEDIMENT CONTROL - EXCAVATION per cubic yard, TEMPORARY RIPRAP by weight in tons and SEDIMENT BASIN DEWATERING DEVICE per lineal foot completed.

SEDIMENT BASIN DEWATERING DEVICE will be measured per lineal foot of drain pipe installed. Clay dam, riser pipe, concrete base for riser pipe and filter cloth over wire mesh will not be individually measured for payment, but will be considered as included in the Contract unit price for SEDIMENT BASIN DEWATERING DEVICE.

CULVERT PROTECTION – FENCE will not be measured separately for payment, but will be measured as SUPER SILT FENCE in lineal feet.

CULVERT INLET PROTECTION – STONE will not be measured separately for payment, but will be measured as TEMPORARY RIPRAP in tons.

CREEK BUFFER STRIP AND SILT FENCE will not be measured separately for payment, but will be measured as SILT FENCE in lineal feet and TEMPORARY DITCH CHECK URETHANE FOAM/GEOTEXTILE PER Each.

280.30 Basis of Payment

Payment for MANAGEMENT OF EROSION AND SEDIMENT CONTROL will be made at the Contract unit price per calendar month or fraction thereof, which payment shall constitute full compensation for furnishing all materials, labor and incidentals necessary to manage the Erosion and Sediment Control Schedule and provide co-inspection by the Erosion and Sediment Control Manager.

Payment for EROSION AND SEDIMENT CONTROL-EXCAVATION, measured as specified, will be made at the Contract unit price per cubic yard, which payment shall constitute full compensation for clearing, excavating, hauling and disposing of excavated materials, for maintaining the work and backfilling upon completion of the management of Erosion and Sediment Control. 50% of the payment for this work will be made upon the completion of the excavation and the balance will be paid upon completion of the backfilling of the facility.

Payment for EROSION AND SEDIMENT CONTROL-CLEANOUT measured as specified, will be made at the Contract unit price per cubic yard, which payment shall constitute full compensation for excavating, hauling and disposing of excavated materials and completing the work as specified.

Payment for SILT FENCE, complete in place and accepted, will be made at the Contract unit price per lineal foot of fence.

RE-ERECT SILT FENCE will be made at the Contract unit price per linear foot of silt fence re-erected. All payments shall constitute full compensation for all material, labor, equipment, tools and incidentals needed to complete the work. No payment for final removal will be made as payment is included in the bid for the first placement of the fence. Fabric found to be unusable shall be replaced and payment is included in the unit price for this item.

Payment for TEMPORARY SWALE measured as specified will be made at the Contract unit price per lineal foot of the type specified, which payment shall constitute full compensation for excavating and stabilizing temporary swales with the materials specified.

Payment for STABILIZED CONSTRUCTION ENTRANCE will be made at the Contract unit price per square yard, measured as specified, which payment shall constitute full compensation for furnishing, transporting and placing the materials specified, including all overhangs, cutting and trimming.

Payment for AGGREGATE BASE COURSE used for maintenance top dressing will be made at the Contract unit price per ton, which payment shall constitute full compensation for furnishing, transporting, placing, compacting and final removal of the materials specified.

Payment for TEMPORARY STREAM CROSSING will be made at the contract unit price per ton for TEMPORARY RIPRAP.

Payment for TEMPORARY PIPE will be made at the Contract unit price per lineal foot of pipe, of the size and type specified.

Payment for SUPER SILT FENCE, complete in place and accepted, will be made at the Contract unit price per lineal foot of fence.

Payment for TEMPORARY PIPE SLOPE DRAINS of the diameter and type specified will be made at the Contract unit price per lineal foot, which payment shall constitute full compensation for furnishing, delivering, installing, replacing and removal of the berms, pipe, flared end section and other associated materials.

Payment for TREE PROTECTION will be made at the Contract unit price per lineal foot.

TEMPORARY RIPRAP measured as specified will be made at the Contract unit price per ton which payment shall constitute full compensation for excavation as required, furnishing and placing riprap and final removal of riprap and the furnishing, placing and removal of geotextiles.

Payment for TEMPORARY STABILIZATION WITH STRAW MULCH will be made at the Contract unit price per acre which payment shall constitute full compensation for furnishing, handling, transporting, storing, and placing the materials involved. It also includes seedbed preparation, fertilizing, planting and all labor equipment, materials and incidentals necessary to complete the work as specified.

Payment for SAME-DAY STABILIZATION will be made at the Contract unit price per square yard, which payment shall constitute compensation for the expedited stabilization of areas not shown on the Plans but as directed by the Engineer. Stabilization methods and materials shall be measured and paid for at the Contract unit price for those items.

Payment for DIVERSION DIKE, measured as specified, will be made at the Contract unit price per lineal foot of the type specified, which payment shall constitute full compensation for constructing and stabilizing the dike with the specified materials.

Payment for RECTANGULAR INLET PROTECTION, complete in place and accepted, will be made at the Contract unit price for each structure protected.

Payment for FILTER FABRIC INLET PROTECTION, complete in place and accepted, will be made at the Contract unit price for each structure protected.

Payment for GEOTEXTILE FABRIC, CLASS C complete, in place and accepted will be made at the Contract unit price per square yard.

Payment for STONE OUTLET STRUCTURE SEDIMENT TRAP complete in place and accepted will be made at the Contract unit prices for TEMPORARY RIPRAP per ton and EROSION CONTROL AND SEDIMENT CONTROL - EXCAVATION per cubic yard.

Payment for TEMPORARY DITCH CHECK URETHANE FOAM/ GEOTEXTILE will be made at the Contract unit price for each seven (7) foot section installed as shown on the plans and removed as directed

Payment for TEMPORARY DITCH CHECK ROLLED EXCELSIOR LOG will be made at the Contract unit price for each 10-foot section installed, as shown on the Plans, and removed as directed.

Payment for FLOTATION BOOM will be made at the Contract unit price per lineal foot of boom installed.

Payment for SEDIMENT BASIN DEWATERING DEVICE will be made at the Contract unit price per lineal foot of drain pipe installed, which price includes clay dam, riser pipe, concrete base for riser pipe and filter cloth over wire mesh.

Payment for CULVERT INLET PROTECTION – FENCE, complete in place and accepted, will be made at the Contract unit price for SUPER SILT FENCE per lineal foot.

Payment for CULVERT INLET PROTECTION – STONE, complete in place and accepted, will be made at the Contract unit price for TEMPORARY RIPRAP per ton.

Payment for CREEK BUFFER STRIP AND SILT FENCE will be made at the Contract unit price for SILT FENCE per lineal foot and TEMPORARY DITCH CHECK URETHANE FOAM/GEOTEXTILE per each.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 645. ENERGY ATTENUATOR

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Add the following new articles:

645.01 Description. This work shall consist of furnishing, assembling and installing manufactured energy attenuators at locations as shown on the Plans and as directed by the Engineer. Work under this Section may also include the removal and proper disposal of existing energy attenuators as shown on the Plans and/or as directed by the Engineer.

645.02 Materials. Unless otherwise indicated on the Plans, the energy attenuators shall be Quadguard High Speed™, Model No. QH3609Y, as manufactured by Energy Absorption Systems, Inc. Should the Plans or Special Provisions permit an alternative to the aforementioned, such alternative shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) 350, TL-3, and shall be designed for an impact of 70 mph.

Other materials shall conform to the requirements of Section 1000, Materials, unless otherwise specified on the Plans. Specific references are:

Concrete (Class SI)	1020.04
Reinforcing Steel	1006.10 (b)
Epoxy Coating of Reinforcing Steel.....	1006.10 (b)

645.03 Attenuator Removal. At locations, where an existing attenuator is to be removed, the Engineer and ISTHA Maintenance personnel will inspect the existing attenuator(s) and determine whether it is salvageable.

Note: All existing attenuators which are not Quadguard™, or which do not meet NCHRP 350 requirements, will be deemed unsalvageable.

Unsalvageable attenuators shall become the property of the Contractor to be removed and properly disposed of outside the Tollway right-of-way. Salvageable attenuators shall be carefully removed by the Contractor, to prevent damage to the units, and delivered intact to the ISTHA Maintenance facility designated in the Special Provisions. Any salvageable attenuators damaged by the Contractor during removal or transit shall be repaired and/or replaced to the satisfaction of the Engineer.

Removal operations shall include saw cutting as shown on the Plans in accordance with the applicable provisions of Section 442. All other material removed as part of the removal of the attenuator shall be disposed of in accordance with Article 202.03.

645.04 Construction Requirements. The Contractor shall submit copies of the manufacturer's specifications and installation details for the Engineer's review. Unless otherwise stated, submittal requirements shall be per Subsection 105.03(d). Submittal requirements shall include details for the reinforced concrete pad and backup structure(s), as required.

When an attenuator is installed as part of new construction, the location shall be prepared in

accordance with the Plans, as well as any recommendations from the manufacturer. If required by the manufacturer, the concrete pad and backup structure(s) shall be constructed in accordance with the applicable provisions of Sections 503 and 508, as well as the manufacturer's recommendations.

When an attenuator is installed on an existing Tollway facility, any existing pavement, shoulder and/or concrete median barrier and base shall be removed and properly disposed of. Any restoration of the granular sub-base shall be performed in accordance with Section 311.

The assembly and installation of the energy attenuator shall be in accordance with the manufacturer's recommendations.

645.05 Method of Measurement and Basis of Payment. ENERGY ATTENUATOR will be measured and paid for at the Contract unit price per each, which payment shall constitute full compensation for furnishing and delivering the required materials to the site, and for all labor, equipment and incidentals needed to complete the work as specified. This will include all required shop drawings and installation drawings.

Concrete required for the pad and backup structure(s), if required, will be measured and paid for in accordance with Articles 503.21 and 503.22. REINFORCING STEEL, EPOXY COATED, if required, will be measured and paid for in accordance with Articles 508.07 and 508.08.

ENERGY ATTENUATOR REMOVAL will be measured and paid for at the Contract unit price per each, which payment shall constitute full compensation for removing and either transporting the attenuator to the designated ISTHA Maintenance facility, or properly disposing of the unit.

Payment for saw cutting, removal and disposal of concrete and bituminous materials, as well as any restoration of sub base will be included in the Contract unit price for ENERGY ATTENUATOR and ENERGY ATTENUATOR REMOVAL. CONCRETE MEDIAN BARRIER AND BASE REMOVAL will be measured and paid for in accordance with Subsections for INSTALLATION OF CONCRETE, EPOXY REBARS and/or CONCRETE REMOVAL.

In the event Pay Items for installation of concrete, epoxy rebar, and/or concrete removal are not included in the Schedule of Quantities for the Contract, payment for the omitted items shall be in accordance with Subsection 109.04.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 670. ENGINEERS FIELD OFFICE AND LABORATORY
Issued October, 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace this section in its entirety with the following:

670.1 — DESCRIPTION AND SPECIAL CONDITIONS

670.1.1 General This work shall consist of furnishing and maintaining field offices and field laboratories, including telephone services, heat, air conditioning, electricity, water, sanitary facilities, and janitor service, and furnishings in accordance with these Specifications. The number of offices and laboratories to be provided shall be as specified in the Special Provisions. The location of offices and laboratories shall be as specified in the Special Provisions or as approved by the Engineer.

670.1.2 Penalty Failure by the Contractor to meet the specified occupancy date for any field office or field laboratory shall be grounds for assessment of a penalty of \$500 per day for each calendar day thereafter that such facility remains incomplete in any respect. Failure by the Contractor to equip, heat, cool, power, supply or clean the field office shall be grounds for assessment at a penalty of \$100 per day for each calendar day that the field office remains incomplete after receipt of written notification from the Engineer. Such penalty shall be deducted from monies due or to become due the Contractor under the Contract.

670.2 General Requirements The buildings for offices and laboratories may be of new construction conforming to the requirements hereinafter specified, or the Contractor may rent or otherwise provide mobile units or suitable existing buildings of equivalent space and facilities in lieu of new buildings, subject to the approval of the Engineer.

Unless otherwise specified or approved, field offices and field laboratories to be provided and maintained by the Contractor shall be independent of any facilities used by the Contractor, and all keys to such offices and laboratories shall be turned over to the Engineer.

Unless otherwise approved by the Tollway each specified field office and field laboratory shall be fully equipped and complete in all respects and available for occupancy by the Engineer not later than 10 calendar days after the effective date of Notice to Proceed, and shall be maintained by the Contractor to the satisfaction of the Engineer throughout the term of the contract and for a period of not less than 2 weeks after the certified Date of Completion or any authorized extension thereof.

Electrical service shall be 120-240V, min. 100 amp, capable of supporting anticipated electrical loads.

Telephone service shall be provided by the Contractor for each field office and laboratory as hereinafter specified. Such service shall be independent of and not connected to or extended from the Contractor's or any other telephone service unless specifically requested by the Engineer. Telephone instruments shall be touch-tone, two-line, six button units with "hold" and "inter-com" capability. The installation, monthly charges and billings for all calls within area codes 312, 773, 630, 708, 815 and 847 shall be paid by the Contractor. Call-waiting shall be provided. Billings for calls to all other area codes may be presented to the Engineer for reimbursement.

If, during any extended delay or suspension of the work, any field office or laboratory is vacated by the Engineer for the convenience of the Tollway, the Contractor shall assure the physical security of such premises and shall indemnify the Engineer against loss due to fire, flood, storm, theft, vandalism and other causes beyond the control of the Engineer. The Engineer shall not be required to remove or otherwise provide for the security of property and installed equipment for the purpose of minimizing the Contractor's liability under this requirement.

Parking spaces for not less than 8 passenger cars and/or trucks of not more than 8000 lbs. GVW shall be available at all times adjacent to each field office and laboratory for exclusive use by the Engineer, the Tollway, the Consulting Engineer, and their respective employees, agents, and representatives.

Where there is insufficient area of all-weather surface to meet the parking requirements, the Contractor shall remove vegetation and top soil, grade the selected area to drain, and place material meeting the requirements of Article 351.02 in sufficient thickness to provide an all-weather surface for the specified vehicles. Upon expiration of the specified period of occupancy, the Contractor shall restore such parking areas to their original, or better, condition. Achievement of acceptable restoration may require the Contractor to apply any or all of the treatments specified in Sections 250, 252, 253, 254, and 280 as may be required by the Tollway.

All costs incurred by the Contractor in providing, preparing, surfacing, and restoring parking areas shall be considered as included in the Contract unit price for Field Office and/or Field Laboratory.

At the discretion and for the convenience of the Tollway, the Contractor may be given permission to locate field offices or laboratories on Tollway property. Such permission shall not relieve the Contractor of any responsibility for compliance with the requirements of this Section.

670.3 — FIELD OFFICE

670.3.1 General The Contractor shall provide and maintain in good condition, a field office partitioned as directed by the Engineer, into not more than two offices, one washroom and two closets.

Each field office shall meet the following requirements:

Ceiling: Minimum ceiling height to be 7'-0".

Openings: Minimum of one exterior door to be provided.

Signs: One sign identifying the Engineer, approximately 2'0" x 4'-0", provided, lettered, and placed by the Contractor as directed by the Engineer.

Washroom Facilities: Minimum of one flush toilet and one wash basin to be provided. If similar nearby washroom facilities are available for use, and are acceptable to the Engineer, washroom facilities need not be provided in the field office.

Closets: Equipped with locked doors and shelves as requested by the Engineer.

Heating, Electrical, and Air Conditioning: Each field office shall be equipped with forced air, hot water or electric heat, electric services including adequate necessary fixtures and wall outlets as determined by the Engineer, air conditioning, and telephone service. The heating system shall be able to maintain a minimum temperature of 70°F and the air-conditioning system shall be able to maintain a maximum of 75°.

Furnishings: The following equipment and furniture, meeting the approval of the Engineer, shall be provided by the Contractor for use in field office:

(a) 2 desks and 2 rolling chairs with upholstered seat & back.

(b) 1 drafting table 37 1/2" x 48" and upholstered stool

(c) 1 file cabinet, legal size, 4 drawer

(d) 4 chairs

(e) 1 equipment cabinet with lock

(f) 1 carbon dioxide fire extinguisher (10 lb. rated capacity)

(g) 1 water cooler dispenser

(h) 1 first aid kit

(i) 1 copy machine capable of making 8 1/2" X 11" to 11" X 17" copies. The Contractor shall pay installation and rental charges, and shall provide all supplies and equipment necessary for operation of the copier.

Mail Service: In urban and suburban areas the Contractor shall obtain and pay the rent on behalf of the Engineer for a post office box at the nearest or most accessible local post office. In rural areas the Contractor shall obtain permission from the local postmaster and install, for the exclusive use of the Engineer, a mail box near one designated field office for the delivery and pick-up of mail.

Janitorial Service: The field office shall be cleaned weekly, during normal working hours.

Security Alarm System: This system shall provide door contacts, combination microwave and passive infrared detectors and smoke detectors. This system shall activate an exterior alarm and shall

send the alarm signal to a security service through telephone lines also utilizing a radio back-up system to the security service.

Broadband Internet Connectivity: The Contractor must establish broadband Internet connectivity in the Field Office for exclusive use of Tollway personnel and the CSE in order to effectively utilize the Web-based Program Management System. T1, Cable modem, or DSL connectivity is acceptable.”

670.3.2 Field Office Classification Field offices shall be classified for payment according to floor area and special features required.

All field offices shall comply with Sub-Section 1005.3.1 as minimum requirements.

(a) FIELD OFFICE, TYPE A

- Minimum floor space - 240 square feet.
- Special features - Field office shall be provided with three private telephone lines and three three-line touch-tone telephones as hereinbefore specified. The Contractor shall pay installation, service, and removal charges, together with the billings for all calls within the area codes of 312, 773, 630, 708, 815 and 847. Telephone service shall remain connected throughout the specified period of occupancy regardless of delays or suspensions of work. These lines shall have “call-waiting”.

(b) FIELD OFFICE, TYPE B

- Minimum floor space - 500 square feet.
- Special features - a facsimile machine with maintenance agreement and supplies, subject to the approval of the Engineer.
- In addition to the touch-tone telephone service for FIELD OFFICE, TYPE A, two additional telephone lines shall be provided. One is to be used with a fixed modem for direct two-way communication with off-site computer equipment. The other line is for the exclusive service of the facsimile machine. Such telephone lines shall remain available for the exclusive use of the Engineer throughout the specified period of occupancy regardless of delays or suspensions of work. The lines shall not have “call-waiting”.
- In addition to Sub-Section 1005.3.1, the photocopy machine shall be subject to the following additional requirements:
 - Minimum rate of 30 copies per minute.
 - Reduce and enlarge capabilities.
 - Darkening and lightening capabilities.
 - Collating capabilities.
 - Original & copy sizes 8 1/2" x 14" & 11" x 17"

The Contractor shall pay installation and rental charges, and shall provide all paper, supplies and equipment necessary for operation of the copier.

(c) FIELD OFFICE, TYPE C

- Minimum floor space 1000 square feet.
- Special Features - Same as FIELD OFFICE, TYPE B.

(d) FIELD OFFICE, TYPE C (MODIFIED)

- Minimum floor space 1000 square feet.
- Special features - same as FIELD OFFICE, TYPE B plus the following:
 - Twelve 72" x 30" folding tables and rolling chairs.
 - 200 lineal feet of 13" high x 10" deep shelving.
 - 40 lineal feet of 13" high x 24" deep heavy duty shelving.
 - 10 file cabinets, letter size, 2 drawer.
 - 4 - four drawer legal size, insulated file cabinets.
 - 14 clamp-mounted incandescent desk lamps.,
 - Rolling, floor rack with capacity for 24 plan clamps along with 24 plan hanging clamps.
 - Coat rack with top shelf 48" long.

- 4' x 8' cork bulletin board.
- 4' x 8' white board.
- 25" x 20" x 29" Copier stand with two shelves
- 5 desk dividers.
- 5 drawer steel flat file for plan drawings.
- 1 office style refrigerator with a minimum size of 8 cu-ft.

670.4 Field Laboratory The Contractor shall provide and maintain in good condition, in the near vicinity of the FIELD OFFICE or as directed by the Engineer, a laboratory for the exclusive use of the Engineer for inspection and testing of materials as required for the Contract.

Each laboratory shall have a floor area of not less than 240 square feet (approximately 8' X 30') partitioned as directed by the Engineer into one work space, one washroom, and one closet. Its general construction, equipment, and facilities shall be the same as prescribed for the Field Office, Type A, except as follows:

- Should the Engineer so direct, one of the telephones provided for the field office shall be installed in the FIELD LABORATORY.
- In the event nearby washroom facilities are available, the Contractor will not be required to furnish such facilities for the FIELD LABORATORY.

The following equipment and furnishings, meeting the approval of the Engineer, shall be provided for use in the field laboratory:

- 1 hooded exhaust fan of at least 750 cfm at the work station where bituminous extraction tests will be performed
- 1 desk and chair
- 1 drafting table and stool
- 1 file cabinet, legal size, 4 drawers
- 2 chairs
- 1 equipment cabinet with lock
- 1 carbon dioxide fire extinguisher (10 lb. rated capacity)
- 1 water cooler dispenser
- 1 first aid kit

670.5 Measurement FIELD OFFICE, TYPE A; FIELD OFFICE, TYPE B; FIELD OFFICE, TYPE C; FIELD OFFICE, TYPE C (MODIFIED) and FIELD LABORATORY will be measured for payment on a per building or unit basis per month for each type of field office or field laboratory provided and maintained by the Contractor.

670.6 Payment Payment for FIELD OFFICE, TYPE A; FIELD OFFICE, TYPE B; FIELD OFFICE, TYPE C; FIELD OFFICE, TYPE C (MODIFIED) and FIELD LABORATORY will be made at the Contract Unit price per each/per month, which payment shall constitute full compensation for furnishing the specified unit, (office or laboratory) complete with all enumerated equipment and facilities, including maintenance, repairs, and replacement, janitor service, telephone service, and for removal or disposal of the building or mobile unit upon completion of the Contract.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 671. MOBILIZATION - TOLLWAY

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace this section in its entirety with the following:

671.01 Description. This item shall consist of preparatory work and operations necessary for the movement of personnel, equipment and incidentals to the project site for the establishment of offices, buildings and other facilities necessary for work on the project and for all other work operations which must be performed or costs incurred when beginning work on the project.

The amount which a Contractor will receive payment for will be limited to six (6) percent of the Original Contract Award Amount. Should the bid price for this item exceed six (6) percent of the Original Contract Award Amount, the portion in excess of six (6) percent will not be paid until ninety (90) percent of the Adjusted Contract Amount is earned.

It shall be understood that the terms Awarded Contract Amount and Adjusted Contract Amount, for this item, are defined as the Original Contract Award Amount and Adjusted Contract Award Amount respectively, LESS the sum of any amounts earned for this item plus any amounts allowed for materials in storage, per Article 109.07.

671.02 Method of Measurement and Basis of Payment. MOBILIZATION, TOLLWAY will be measured on a lump sum basis and payment will be made in accordance with the following schedule:

- (a) Upon submittal of a Tollway approved schedule per Article 108.02 and submission of the first estimate, 75 percent of this pay item, but no more than 4.5 percent of the Awarded Contract Amount will be paid.
- (b) When 10 percent or more of the Awarded Contract Amount is earned and submitted on a partial pay estimate, an additional 15 percent of the pay item, but no more than 0.9 percent of the Awarded Contract Amount, will be paid.
- (c) When 90 percent of the Adjusted Contract Amount is earned and submitted on a partial pay estimate, the remaining 10 percent of the pay item will be paid along with any amount bid in excess of 6 percent of the original contract amount.

Nothing herein shall be construed to limit or preclude partial payment for other items as provided for by the contract.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 701. WORK ZONE TRAFFIC CONTROL AND PROTECTION

Issued October, 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Replace Sections 701 and 702 in their entirety with the following:

701.1 DESCRIPTION AND SPECIAL CONDITIONS

701.1.1 General. This work shall consist of the furnishing, installation, maintenance, relocation and removal of all standard signs, barricades, cones, warning lights, flaggers and other devices which are used for the purpose of warning, regulating, directing or otherwise controlling the flow of traffic where a public trafficway must be established and maintained through construction on the Tollway and Local and State Roads included in the work. Standard signs are those signs which appear in the MUTCD and the Illinois Supplement except those in Section 2E through 2J.

The Contractor shall furnish, install, maintain, and remove all specified traffic control devices as well as any additional devices determined necessary by the Engineer in accordance with the Contract Plans, Special Provisions, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" with Illinois Supplement (MUTCD), which manual shall be understood to be a contract document. This work shall also include the furnishing of flaggers for the installation and removal of temporary pavement markings, as required by the Engineer, unless otherwise provided.

In the event of severe weather conditions, the Contractor shall provide additional personnel and equipment to maintain all traffic control devices. In such conditions and in addition to general maintenance requirements, Contractor personnel shall maintain continuous surveillance and shall continuously realign and relocate all traffic control devices displaced by wind, traffic, Contractor operations, or any other cause.

The existence of general roadway illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any of the protective facilities hereinafter specified.

Whenever workmen are working within 30 feet of the traffic flow, the Contractor shall use a radar emulator to affect reduced traffic speed.

701.1.2 Penalties

(a) Non Compliance with Specifications

The Contractor will be subject to a penalty of \$1000 or 0.05 percent of the awarded contract value, whichever is greater, per incident per day, to be deducted from the next pay estimate due the Contractor, for each occurrence when the Engineer determines that the Contractor or his Subcontractor is not in full compliance with the Maintenance of Traffic Specifications.

(b) Failure to Respond

The Contractor shall be required to respond within 1/2 hour to any request from the Engineer for re-aligning, replacing or moving traffic control devices or Temporary concrete barrier, or otherwise re-establishing compliance with the Maintenance of Traffic Specifications.

“Respond” is interpreted to mean on the job preparing to make repairs. Failure by the Contractor to so respond shall be grounds for a penalty of \$1000 or 0.05 percent of the awarded contract value, whichever is greater, for each and every occurrence, to be deducted from the next pay estimate due the Contractor.

(c) Failure to Repair Impact Attenuators, Temporary

If during the term of the Contract, any Impact Attenuators, Temporary furnished and installed by the Contractor is damaged or displaced by any cause or event, the Contractor shall be responsible for repairing, replacing and/or realigning the component modules and restoring the system to the intended configuration.

The Contractor shall complete all such necessary system restoration within 24 hours of notification by the Engineer. Failure to comply with this requirement shall be grounds for a daily penalty of \$1000 or 0.05 percent of the awarded contract value, whichever is greater for each day or portion thereof (after the initial 24 hour period) that the directed restoration remains incomplete, to be deducted from the next pay estimate due the Contractor.

(d) Loss or Damage to Tollway-Owned Devices

The Contractor will be required to remove all traffic control devices furnished by the Tollway which are installed and maintained by him under the contract and deliver them to the Tollway's Sign Shop in Naperville, IL. All such traffic control devices shall remain in place until specific authorization to relocate the traffic control devices is received from the Engineer for stage changes or modifications of lane closures.

The cost of any Tollway-owned signs damaged beyond re-use or lost due to the Contractor's negligence will be deducted from the monies due the Contractor under the item Maintenance of Traffic pay item at the rate of \$100.00 per square foot of sign so lost or damaged or the sign shall be replaced in - kind.

(e) Non-Compliance with IDOT Maintenance of Traffic

To ensure a prompt response to incidents involving the integrity of the work zone traffic control devices, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis. When the Engineer is notified or determines a deficiency exists, he/she shall be the sole judge as to whether the deficiency is an immediate safety hazard. The Contractor shall dispatch sufficient resources within 2 hours of notification to make needed corrections of deficiencies that constitute an immediate safety hazard. Other deficiencies shall be corrected within 12 hours. If the Contractor fails to restore the required traffic control and protection within the time limits specified above, the Engineer will impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the Engineer's acceptance of the corrections. The daily deduction will be \$1000 or 0.05 percent of the awarded contract value, whichever is greater, per day. In addition, if the Contractor fails to respond, the Engineer may correct the deficiencies and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

701.2 Materials. All materials used for the various traffic control devices shall conform to the applicable requirements of Materials, Section 1000 of the Standard Specifications.

701.3 Devices

701.3.1 – Barricades. Barricade sheeting shall meet the initial minimum brightness values of Article 1084.02.

Type II barricades shall be constructed of non-metallic materials and shall have no rigid stay bracing for the "A" frames. Details of barricade fabrication are to be submitted and approved by the Tollway. Type I barricades shall be constructed of lightweight materials and shall not utilize rigid stay bracing for the "A" frames.

Barricades shall be weighted as required to resist knock-down from wind-blast generated by passing vehicles. Under no circumstances shall weights be placed on top of the barricades.

Unless otherwise specifically provided in these Specifications, the Plans, or the Special Provisions, barricades shall be equipped with steady burning lights meeting the requirements of Article 701.3.5.

701.3.2 – Cones. Cones used to channelize traffic on the Tollway shall have a nominal height of 28 inches. All cones shall have a broadened, weighted base and shall be made of material that is able to withstand impact without damage to the cones or to vehicles. The Contractor shall certify that they are NCHRP 350 compliant.

The dominant color of cones shall be fluorescent orange. All cones shall be kept clean and bright for maximum visibility. The use of cones for lane closures or traffic control during hours of darkness will not be permitted, except in extreme emergency conditions.

701.3 - Plastic Drums. Drums shall be 18" minimum diameter, 36" high. Drums shall be non-metallic and have alternating reflectorized orange and reflectorized white horizontal, circumferential stripes 4 inches to 8 inches in width. There shall be at least two orange and at least two white stripes on each drum. If nonreflective spaces are left between the orange and white stripes, they shall be no more than 2 inches in width. All nonreflectorized portions of the drums shall be orange or white. Drums may be slightly conical in shape and may have one or more flat surfaces to minimize rolling when hit.

Drum sheeting shall meet the initial minimum brightness values as shown in Article 1084.02.

Where plastic drums are specified, Type II barricades may be used in lieu of drums. If flashing or steady burning lights are required for drums, this requirement shall be extended to the Type II barricades. Drums and Type II barricades shall not be intermixed within an individual taper or string of devices. This does not prohibit drums from being used in a taper section with Type II barricades being used in the tangent section, or vice versa. If flashing or steady burning lights are not required, the Contractor shall certify the plastic drums are NCHRP 350 compliant.

701.3.4 – Signs. All signs must meet the approval of the Engineer. Such signs shall be either plywood or aluminum for signs under 24 square feet and plywood only for signs over 24 square feet. Signs utilizing a base of fabric, fiberboard or other flexible or frangible material will not be permitted.

Plywood shall be exterior type B-B high density overlay plywood or better conforming to NIST specification PS-1 for construction and industrial plywood. Use 0.50 inch thick plywood for all sign panels.

Abrade, clean, and degrease the face of the plywood panel according to methods recommended by the manufacturer of the retroreflective sheeting. Treat the edges of the plywood panel with an approved edge sealant.

Aluminum shall be flat aluminum sheet conforming to ASTM B209, alloy 6061-T6 or 5052-H38.

Thickness shall be 0.080 inch for panels having no dimension greater than 48 inches and 0.125 inch for panels having any dimension more than 48 inches.

Sign faces shall be reflective sheeting meeting the requirements of Section 1084, with appropriate legend and/or symbols. The design features of the signs including such items as shape, color, corner radius, border width, letter size, legend placement and symbol dimensions shall be in accordance with the Plan details and with the publications entitled "Standard Highway Signs" and "Standard Alphabets for Highway Signs" published by the Federal Highway Administration. All sign sheeting shall meet the initial minimum brightness values as shown in Article 1084.02. All diamond-shaped construction warning signs used on mainline, crossroads and ramps shall be fluorescent orange in color.

All temporary sign supports shall be furnished by the Contractor. Portable supports shall be designed and constructed to yield upon impact to minimize hazard to motorists, but shall be sturdy enough to resist knock-down from wind-blast generated by passing vehicles. Sandbags shall be used as needed to provide stability.

Temporary post-mounted signs shall be mounted on wood posts no larger than 4 x 4 inches or on steel or aluminum supports of a size that will not constitute a hazard to motorists and shall be approved by the Engineer.

Construction traffic signs necessary only during working hours shall be removed or covered during non-working hours.

701.3.5 - Warning Lights. There are three types of warning lights which may be specified for use in connection with barricades and signs: Type A, Low Intensity; Type B, High Intensity and Type C, Steady Burn. All are defined as portable, lens directed, enclosed lights emitting a yellow color. Lights shall be in accordance with the current requirements of the ITE Standard for Flashing and Steady Burn Warning Lights.

Unless otherwise shown in the Plans or directed by the Engineer, Type A and Type C lights shall be uni-directional, visible from one side only.

Warning lights shall consist of a metal or plastic case, transistorized electrical circuit, and head. Lights shall be visible for 1,500 feet under normal atmospheric conditions. All lights shall meet the approval of the Engineer.

Warning lights utilizing an internal power source (batteries) shall be so constructed that when batteries are installed, the terminals are on top of the battery. Batteries shall be confined within the case. Terminals on the batteries may be either plug or spring type. All electrical connections shall be of noncorrosive material.

The case for the battery shall be constructed of aluminum, galvanized steel or high impact-resistant plastic. The case shall have vandal-proof fastenings for mounting on barricades or signs. The case shall be weatherproof.

Batteries shall be provided by the Contractor but shall not be installed until the light is ready to be used. The Contractor shall replace all batteries at such times as may be directed by the Engineer.

Each light shall utilize a removable transistor circuit which shall be in a weatherproof, hermetically sealed container. Each light shall have a separate, concealed manual switch that can be activated externally by a special key.

The head for each light shall consist of a housing, reflector, light bulb, and lens(es). The head shall be capable of rotation up to 180 degrees about its vertical axis. The head shall be sealed against outside atmospheric conditions and attached to the case by an acceptable and approved means. The lens shall be 7 inches in diameter and shall be amber in color, in accordance with the

requirements of the MUTCD.

Type A and Type C lights shall be equipped with a 0.35 to 0.55 watt bulb or L.E.D. equivalent. Bulbs for high intensity Type B units shall be at least 4 watts or L.E.D. equivalent.

Where warning lights on barricades are required, they shall be installed at a minimum mounting height of 36 inches to the bottom of the lens.

Any lights reported out of order by the Engineer shall be replaced or repaired by the Contractor within 12 hours after notification.

701.3.6 - Arrow Boards. Arrow boards shall be used where shown in the plans.

Flashing "pass right" or "left" patterns, other than simultaneous shaft, shall not be used.

It shall be capable of displaying a simultaneously flashing shaft to the right and to the left, as well as a flashing shaft with simultaneous right and left. In addition, each board shall be capable of operating in a caution mode with four or more flashing lamps arranged in a pattern which will not indicate direction.

The boards shall be rectangular in shape and finished in nonreflective flat black with the lamps recess-mounted or with hoods surrounding at least the upper half of the lamps.

The lamps shall be amber 12-volt, sealed beam units, hooded and spaced so as to substantially fill the board. The board shall have a flat black background. All arrow boards shall be composed of at least 5 lighted lamps at an angle of 35 to 60 degrees measured from the horizontal. Shafts for Patterns 2 and 3 shall be composed of at least 4 lighted lamps (3rd pulse) and shall be composed of at least 3 lighted lamps for Pattern 4. Shafts in the bidirectional mode shall be composed of 3 lighted lamps for Types B and C units. A dimmer control shall be provided and shall be capable of varying the lamp voltage from 6.0 volts to 12 volts. Trailer-mounted units shall be equipped with a photoelectrically operated switch capable of varying the lamp voltage from 6 Volts for nighttime use to 12 Volts for daylight use. Roof-mounted units may be equipped with a manually operated voltage control switch.

The power to operate the arrow board shall be supplied from self-contained batteries, (with or without a solar panel generator), a vehicle's electrical system, a gasoline or diesel fueled generator, or an external power source. Trailer mounted units may be equipped with permanently-mounted fuel tanks no greater than 25 gallons (U.S.) in capacity. Additional fuel shall not be stored near the trailer.

Where external power is used, the cable placement shall meet the approval of the Engineer and all electrical codes applicable to the area shall be observed. When greater than 24 volts is supplied externally, the service cable shall be fused at a location sufficiently removed from the unit so as to leave no live wires exposed at or near the unit in the event of a vehicular collision.

Where batteries are used as the primary power source, they shall be of sufficient capacity to provide, between charging, 11 volts or greater to each of the lamps in any mode for a period of at least 72 continuous hours of operation at full daylight intensity. Units that operate on battery power shall have a permanently-mounted voltmeter which shall be wired so as to measure the voltage available to the lamps.

Trailer-mounted units, utilizing gasoline or diesel fueled generators or external power source, shall be equipped with storage batteries wired so that the unit will automatically switch to battery power in the event of failure of the primary power source. The batteries shall be capable of providing sufficient capacity to operate the units for a minimum of three continuous hours in any mode at 11 volts or greater.

Operations and components of the boards shall be as follows:

Flash Rate: 25 to 40 Flashes/Minute (no lamps shall remain illuminated during "off" time).

Percent on Time: 1st Pulse - 75%
2nd Pulse - 50% Sequencing
3rd Pulse - 25% Patterns
Bidirectional - 50%
Simultaneous - 50%

Board Type:	B	C
Mounting	Truck or Trailer	Trailer
Minimum Bd. Size:	2.5' X 5	4' X 8'
Minimum Lamp Size:	PAR 36,	PAR 46,
Minimum Candle Power at Design Voltage:	7,000	8,800
Minimum Mounting Height: (Pavement to bottom of board)	6' Truck 7' Trailer	7'

701.3.7 - Portable Changeable Message Signs (PCMS). PCMS used to provide advance warning and information on the Tollway should have the front face of the sign covered with a protective material. The color of the elements should be yellow or orange on a black background.

The PCMS should be visible from 1300 feet under both day and night conditions. Each sign character shall be clearly visible from 900 feet minimum. The message should have adjustable display rates, so that the entire message can be read at least twice at the posted speed or the anticipated speed.

The control system should include a display screen for reviewing messages and be capable of maintaining memory when power is interrupted.

The message sign operating software shall be National Transportation Communication Infrastructure Protocol (NTCIP) compliant and must be compatible and able to communicate with the Illinois Tollway Traffic Operation Center (TOC) Sign Control Software.

The PCMS should be equipped with a power source and battery back-up to provide continuous operations.

The bottom of the PCMS shall be a minimum of 7 feet above the roadway when operating. This height may be reduced to a minimum of 5 feet during high wind conditions to assure stability of the PCMS.

701.3.8 - Flagging Equipment. Whenever a flagger is required to be assigned to traffic control for daytime operations, the flagger(s) shall be equipped with a vest meeting the ANSI Class 2 requirements. If the flagger is required during nighttime operations, the flagger shall be equipped with a full-body garment of fluorescent orange or fluorescent orange and fluorescent yellow-green meeting the ANSI Class 3 requirements. All maintenance workers are required to wear ANSI Class 3 apparel during nighttime operations.

Hard hats shall be worn by all persons in a construction or maintenance area.

701.3.9 - Truck Mounted Attenuators. Truck mounted attenuators, equivalent to Model ALPHA 60 MD manufactured by Energy Absorption Systems, Incorporated of Chicago, Illinois shall be mounted on a vehicle meeting the recommendations of the attenuator manufacturer. These vehicles shall not be used to haul liquid marking materials, solvents or fuels.

701.3.10 - Radar Emulator. This device will alert drivers with radar detectors. Devices originally designed or intended for applications in the measurement of speed, security systems, ingress/egress controls, traffic counting or traffic signal activations shall not be used. The device's configuration shall accommodate an efficient combined forward and rear facing coupled application, resulting in a single, horizontally mounted two-way operational unit.

Devices and mounting brackets considered under this specification shall be constructed of DOW-555 ABS or equivalent material and shall not possess painted or unpainted exposed metallic parts or surfaces. All internal components shall be encapsulated in Thermoset Type EP-281 epoxy potting material or equivalent, and shall comply with the UL Standard Flame Retardant Test. Shore hardness shall be rated at a minimum of 60 by the ASTM-D-2240 method. The device shall meet or exceed the horizontal burning test of 94HB at a 1/8" test section. The device shall possess rigidity characteristics and impact resistance commensurate with the Military Drop Test, Mil/Std - 331, Test 111.1. The device shall not exceed outside dimensions of 6 inches by 3 inches.

The device shall be capable of uninterrupted performance in diverse and extreme climatic conditions. The unit shall operate efficiently from -40 degrees Fahrenheit to +185 degrees Fahrenheit, and shall not exceed a maximum frequency of 5 MHZ throughout these temperature ranges. All devices considered under this specification shall be waterproof, and upon the application of power, immediately operate per specification.

The maximum field strength of the primary beam shall not cause it to exceed 2,600 linear feet as measured from the front of the device. The device shall have provision for an optional accessory remote intrusion alarm signal. The primary beam width shall not exceed 160 degrees, or be less than 80 degrees on the horizontal plane, and shall be at least 40 degrees on the vertical plane. The device shall employ BeamVaricator™ or equivalent circuitry, enabling continuous verification of the device's operational status. Confirmation of status shall be evidenced via a bipolar light emitting diode located to the front of the device, confirming a primary beam transmission, field disturbance and self-evaluation. All devices considered shall possess a 'self-testing capability' - enabling visual confirmation of a positive indication of a system failure.

This specification specifically excludes devices employing oscillating GUNN diode sources' as the signal source. The device shall not create interference for operating police radar. All devices considered must operate per specification from power sources ranging from 6 Volts DC to 28 Volts DC and shall not exceed a current consumption of 65 mA maximum - 50 mA typical.

A device meeting these requirements is available from The Toman Group, Inc., 636-386-2278.

701.3.11 - Barrier Delineators. Barrier delineators are to be installed by the Contractor in accordance with IDOT Recurring Special Provision titled "Guardrail and Barrier Wall Delineation". All barrier delineators, new and existing, shall be kept clean for optimal visibility.

701.4 GENERAL REQUIREMENTS

701.4.1 – Coordination. Prior to beginning construction and periodically thereafter, the Contractor may be required to attend meetings arranged by the Tollway and the Engineer with representatives of adjoining Contracts. The purpose of such meetings is to coordinate construction staging to provide consistent roadway conditions. It is mandatory that any intermediate traffic phase changes, staging changes or other disruptions of traffic flow will be coordinated at these meetings. No changes or disruptions will be allowed unless prior approval in writing is given by the Tollway.

Traffic staging, lane closures, the placement and removal of signs, pavement striping, or the placement and removal of other traffic control devices within the limits of the Contract may require

coordination with other Contracts in adjacent sections. The provisions of Article 105.08 of the Tollway Supplemental Specifications will apply at those locations. Should a conflict arise between Contracts with respect to sequence of construction or maintenance of traffic requirements, said conflicts shall be resolved by, or at the direction of the Engineer.

During initial traffic staging and all intermediate traffic phase changes, the Contractor shall provide direct radio contact between the Engineer and all of his traffic control vehicles and personnel.

701.4.2 - Lanes and Ramps. The Contractor shall schedule his construction operations so as to maintain the minimum number of lanes as shown in the Maintenance of Traffic Plans exclusive of acceleration lanes, deceleration lanes, or weaving lanes, in both mainline directions, subject to the conditions specified for each construction stage. Construction scheduling shall also be such as to maintain a single lane of traffic on all ramps.

The Contractor shall be required to maintain the ramp acceleration and deceleration taper lengths shown in the Plans as a minimum. The Contractor shall be permitted to use shorter lengths for a maximum of three 3 continuous hours with prior written approval of the Engineer.

701.4.3 - Construction Delays. The Contractor will be expected to prosecute the work without undue delays or extended time intervals between activities, whenever lane closures are in effect. If, in the judgement of the Engineer, the lack of Contractor's activities is, or is expected to be of an unacceptably lengthy duration, the Contractor, when so instructed by the Engineer, shall remove all lane closures until such time as the Contractor is ready to resume his activities.

701.4.4 - Responsibility for Traffic Movement. The Contractor shall be solely responsible for maintenance of traffic on the Tollway within the limits of the Contract during the term of the Contract. The Contractor may submit his own maintenance of traffic plan, but will not be permitted to change or alter the construction staging and barricade system detailed in the Plans without prior written approval of the Engineer. Ramps may not be closed to traffic without the Engineer's prior approval.

No work which will require movement of vehicles to and from work sites, or which will otherwise interfere with Tollway traffic will be permitted during the holiday periods specified in Article 701.12.

701.4.5 - Shoulders and Gores. During construction, a portion of the existing Tollway shoulders and gore areas may be used for traffic lanes. When this is necessary, shoulder repairs shall be made as required in order to bring the shoulder to a useable condition. The shoulders shall be repaired at locations noted in the Plans and/or as directed by the Engineer. This work will be measured and paid for in accordance with the provisions of Section 442. Where shown in the Plans or as directed by Engineer, gore areas shall be temporarily filled to provide a smooth riding surface for use as a traffic lane. Slotted drains shall be securely covered with 0.024" aluminum flashing, 12" wide to prevent intrusion of bituminous material into the pipe. A paper bond breaker shall be used, except at edges, to facilitate removal of such temporary fill when no longer required. This installation and the subsequent removal of such temporary fill shall be considered as included in the Contract lump sum price for Maintenance of Traffic. The Contractor shall be responsible for the continuous maintenance of the shoulders and gore areas while they are utilized for traffic and make all necessary repairs as requested and directed by the Engineer. This work will be paid for according to Article 109.04. After the shoulders are no longer required for traffic lanes, the Contractor will repair shoulder areas as directed by the Engineer. This work shall be measured and paid for in accordance with the provisions of Section 442.

701.4.6 - Altered Conditions and Temporary Lane Closures. It is the intention of the Tollway to provide consistent stage changing throughout all contracts. In the event of construction changes and with the approval of the Chief Engineer, the Contractor may be allowed to proceed

into subsequent stages or continue in a particular stage that may be inconsistent with the traffic flow through adjoining contracts. The implementation of any such deviations and inconsistencies shall be understood to be for the convenience of the Contractor and, unless otherwise specifically agreed in writing between the parties to the Contract, shall be undertaken without additional cost to the Tollway and without cause for the Contractor claiming delay.

The Contractor shall notify the Engineer two (2) weeks in advance of beginning his work, and shall obtain written approval of the Engineer of his intended work; however, the Engineer may require alteration of the intended work procedure as dictated by prevailing traffic conditions. Temporary, daytime, off-peak hour, one-lane closures must be requested in writing by the Contractor.

The Contractor shall notify the Engineer at least 72 hours prior to establishing any two-lane closure. Two-lane closures on a three-lane directional roadway for any purpose will only be permitted during off-peak night-time hours and only with the specific approval of the Engineer. The Contractor shall be required to schedule the implementation of any traffic stage or subsequent stage change which requires two-lane closures on a three-lane directional roadway to ensure that such lane closures are limited to a single night-time period per direction of traffic.

Temporary two-lane closures will be permitted on three-lane directional roadways during the off-peak hours stipulated in the Special Provisions or directed by the Engineer for cutting temporary pavement pressure relief joints, when such cutting is included in the Contract or directed by the Engineer.

701.4.7 - Intermediate Phase Changes. The Contractor will be allowed one intermediate phase change per direction per stage, subject to the requirements herein specified. An intermediate phase change shall be defined as an interim traffic transition or jog within a stage and shall be implemented with 83:1 taper rates or as detailed on the Tollway Standard Drawing SD 05-36, transition edge lines and transition barricades on 50 foot centers. The location of the shift and the installation of proper signing shall be approved by the Engineer. If a conflict with adjoining Contracts should arise, construction staging as shown in the Plan Typical Sections shall take precedence over any intermediate phase change.

701.4.8 - Work Zone Speed Limit Signing. Whenever workers are present and so close (12' or less) to moving traffic that an undue hazard exists, Sign Assemblies (Construction Speed Limit Sign), as detailed in the IDOT Standard Drawings, shall be placed adjacent to the open traffic lane(s) at a distance of 500 feet to a maximum of 2500 feet in advance of the workers throughout the work area. Moving operations will require continuous adjustment of the Sign Assembly location in order to maintain the above interval.

An additional Sign Assembly shall be placed 500 feet beyond the last entrance ramp for each interchange that falls within the 2500 foot interval.

The Sign Assembly shall be placed no closer than 500 feet from any other sign.

The Sign Assembly shall not be utilized when workers are behind a temporary (movable barrier) wall.

The Sign Assembly shall be promptly removed or covered when workers are not present so close to moving traffic. All conflicting speed limit signs shall be covered or removed.

Signs R2-5a, R 2-1 with G20-I102 and G20 - I103 shall be in place when the Sign Assembly (Construction Speed Limit Sign) is up. These signs shall also be removed or covered when the Sign Assembly is removed or covered, unless otherwise required by the maintenance of traffic plan.

701.5 - CONSTRUCTION SEQUENCES AND TRAFFIC STAGING

The governing factor in the execution and staging of construction is to provide the motoring public with safe possible travel conditions on both the Tollway and interchange ramps. In case of conflict in sequence of construction between Contractors, work items and/or Plans, this will be the governing consideration. The Engineer shall have sole authority in resolving such conflicts.

All construction sequences and traffic staging shall be as shown in the Maintenance of Traffic Plans and described in detail in the Special Provisions. No deviation therefrom will be permitted, except as provided in Article 701.4.

701.6 — CONSTRUCTION TRAFFIC MANAGEMENT

701.6.1 - General Requirements. All signs, markings, barricades, warning lights, flaggers, or other devices that are used for the purpose of regulating, warning and guiding Tollway traffic shall be in accordance with the Contract Plans, Special Provisions, and the MUTCD.

All flaggers engaged in work zone traffic control operations are required to be certified by IDOT or by an agency approved by the IDOT. While on the job site, each flagger shall have in his/her possession a current driver's license and a current flagger certification I.D. meeting IDOT requirements. For non-drivers, the Illinois Identification Card issued by the Secretary of State will meet the requirement for a current driver's license.

This flagger certification shall not apply to any emergency situations that arise due to actions beyond the Contractor's control where flagging is needed to maintain safe traffic control on a temporary basis.

Whenever the operation of the Contractor endangers or interferes with vehicular traffic on the Tollway as determined by the Engineer, the Contractor shall place and subsequently remove all traffic control devices necessary to guide vehicular traffic and protect the motoring public at no additional cost to the Tollway. Sandbags which are used to secure barricades and sign stands shall be included. The Engineer shall have the right to inspect all traffic control equipment furnished by the Contractor before the start of general construction. In addition, the Contractor shall furnish additional flaggers on a continuous basis whenever any construction operations encroach on traveled lanes.

A flagger will be required 200' in advance of any work area where construction vehicles and trucks are entering or leaving the work site and at all times during which workers are present where traffic is restricted to less than the normal number of lanes on a multi-lane pavement and the workers are not separated from the traffic by physical barriers, flaggers shall be furnished at the Contractor's expense to protect the workers and to warn and direct traffic. The flagger shall be stationed to the satisfaction of the Engineer and equipped as specified in 701.3.8. Except as otherwise shown on the plans, one flagger will be required for each separate activity of an operation that requires frequent encroachment in a lane open to traffic. "FLAGGER AHEAD" signs will be required in advance of a flagger station (500' on mainline; 200' on ramps) at all times that a flagger is used to control traffic. Such signs shall be removed or covered when the flagger is not present.

All temporary signing and marking shall be in place and approved by the Engineer prior to beginning any other work on the Contract. The Contractor shall be responsible for the proper location, installation and arrangement for all traffic control devices used for the project. The Engineer will inspect the placement of traffic control devices before work begins on each construction stage. Any deficiencies shall be corrected by the Contractor before starting work in any stage.

Whenever particular work or procedures dictate a relocation of proposed or existing traffic control devices, including barricades, signs, signals, markings, and flaggers, as determined by the Engineer, the Contractor shall remove, relocate and re-erect the identified devices. After such work or procedure has been completed, the Contractor, at the Engineer's direction, shall return and re-erect such devices in their original locations. All advance warning signs for lane closures, detour guide signs, intermediate information signs, and standard signs shall be erected at a height of 7 feet measured to the bottom of the sign, unless otherwise specified in the Plans. Signs shall be installed in a manner to resist damage or knock down in severe wind conditions and also to allow ease of relocation during stage changes.

The Contractor shall be responsible for the proper maintenance of all traffic control devices installed by him including proper location, installation, arrangement, and conditions as designated in the Contract Plans and Special Provisions, or required by the Engineer, for the duration of the Contract. The Contractor shall provide the necessary manpower, vehicles, equipment, and supplies of extra traffic control devices to adequately fulfill this responsibility. As a minimum, the Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in this Section and in the plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Tollway. Approved alternate Worksite Traffic Supervisors may be used when necessary.

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within the time limit specified in Article 701.1. This individual shall be accessible to the Engineer by a pager and cellular telephone. In addition, the Contractor shall provide the Engineer the names and telephone numbers of two individuals who will be available 24-hours per day, 7 days per week to respond to calls from the Engineer to correct traffic control deficiencies during those periods of time when the Worksite Traffic Supervisor cannot be reached.

All barrier delineators including those mounted on guardrail, whether existing or installed under this Contract, shall be kept clean for optimal visibility. Barrier delineators shall be oriented so as to be visible to motorists in the traffic lanes.

701.6.2 - Placement of Barricades. All barricades shall conform to the requirements of Article 701.3.1 and shall be placed in accordance with the Maintenance of Traffic Plans and the MUTCD.

The Contractor will not be permitted to erect, change or remove any barricades or barricade systems without prior approval of the Engineer. The Contractor will be required to leave and maintain all traffic control devices in place until all construction operations have been completed in each stage shown in the Contract Plans. The Contractor shall schedule and conduct his operations so that full access is provided at all interchanges, unless otherwise directed by the Engineer. The Contractor shall arrange and manipulate barricade placement and schedule construction operations to permit continuous operation of all lanes designated as open to traffic, unless otherwise directed by the Engineer.

Minor modifications of barricade placement at entrance and exit ramps and at runarounds will be allowed; however, such modifications shall be approved by the Engineer. Barricade placement in connection with such modifications must be consistent with all advance guide or detour signs.

Placement of all barricades shall proceed in the direction of traffic flow. Removal shall proceed toward oncoming traffic. A shadow vehicle equipped with a Truck Mounted Attenuator in accordance with Article 701.3.9 will be required whenever markings are being applied or a

moving lane closure is being used.

The height of the barricades shall not be less than 3 feet above pavement or shoulder elevation. Barricades that must be placed in excavated or "below-grade" areas shall be equipped with leg extensions to raise the top bar to this minimum height. The cost for furnishing leg extensions where necessary shall be considered as included in the Contract lump sum price for Maintenance of Traffic and no additional compensation will be allowed.

All barricades shall be kept clean for maximum visibility. Barricades shall be cleaned at least weekly. The Engineer shall be notified of the barricade cleaning schedule.

701.6.3 - Placement of Cones. All traffic cones shall conform to the requirements of Article 701.3.2. When and where allowed, the traffic cones shall be placed in accordance with the Maintenance of Traffic Plans.

Paragraphs 2, 3, and 4 of Article 701.6.2 shall also govern the placement of cones.

When dictated by wind or traffic conditions, cones shall be "doubled" or otherwise satisfactorily weighted at their bases to prevent their being blown into the path of vehicles in adjacent open lanes. Placing tires over cones for added stability will not be permitted. If the Contractor is unable to successfully prevent the migration of cones into live traffic lanes, and when so directed by the Engineer, their use shall be discontinued and weighted barricades used in their place.

701.6.4 - Construction Traffic Signs. All signs shall conform to the requirements of Article 701.3.4 and shall be placed in accordance with the Maintenance of Traffic Plans and the MUTCD.

The Contractor shall be required to cover traffic sign legends which are inconsistent with intended traffic flow patterns. Each cover shall be a blank 1/4" plywood panel bolted to the sign face in such a manner so as to cover the inconsistent message.

All signs shall be kept clean for maximum visibility. Signs shall be cleaned at least weekly. The Engineer shall be notified of the sign cleaning schedule.

All diamond-shaped construction warning signs used on mainline, crossroads and ramps shall be fluorescent orange in color.

701.6.5 - Warning Lights. All warning lights shall conform to the requirements of Article 701.3.5. Barricades and signs will be equipped with warning lights as required by the Maintenance of Traffic Plans and the MUTCD.

All lights shall be kept clean for maximum visibility. Lights shall be cleaned at least weekly. The Engineer shall be notified of the light cleaning schedule.

701.7 - MAINTENANCE OF TRAFFIC ON CROSSROADS

Maintenance of traffic and lane closures on crossroads shall be in accordance with the latest edition of the MUTCD.

Prior to commencing any work on, adjacent to, or over any crossing roadway, the Contractor shall contact the appropriate agency and shall secure all required permits, as determined by such agency. The Contractor shall supply the Tollway and the Engineer with copies of all permits. Costs incurred in connection therewith will not be paid for separately, but will be considered as included in the Contract lump sum price for Maintenance of Traffic.

When a lane closure is necessary, the Contractor shall notify the agency having jurisdiction at least 48 hours in advance. The Contractor shall furnish, erect and maintain all barricades, cones, temporary pavement markings, traffic control signs and all other fixtures and devices which may be required for the safe movement of traffic on the crossroads.

701.8 - CONTRACTOR VEHICULAR AND PEDESTRIAN MOVEMENTS

Except as provided in Article 701.6.2, the Contractor's vehicles shall move with and not across or against the flow of traffic. These vehicles will not be permitted to make U-turns or cross the median at any location and all vehicles will be required to use local exits and local streets to reverse direction except when both median lanes are closed to traffic. U-turns will be permitted at the existing crossovers shown in the Contract Plans only with the prior approval of the Tollway and subject to the conditions or constraints concomitant to such approval.

Vehicles shall enter or leave work areas in a manner which will not be hazardous to, or interfere with, normal Tollway traffic. Vehicles shall not park or stop except within designated work areas.

Parking of personal vehicles within the right-of-way will not be permitted except when specific areas are designated by the Engineer. The Contractor's personnel will be prohibited from crossing operational lanes on foot. All pedestrian movement on the Tollway will be limited to within barricaded work areas. Failure by the Contractor's personnel to comply with these requirements will be considered non-compliance with the Maintenance of Traffic Specifications and shall render the Contractor subject to the applicable penalty cited in Article 701.1.2.

701.9 - TEMPORARY CONCRETE BARRIER

When the Contractor is required to pick-up or deliver precast concrete barrier sections from or to the Tollway's storage facilities, the Contractor will be required to install and maintain lane and/or shoulder closures and advance warning signs, and to furnish flaggers for the safe ingress and egress of vehicles transporting the barrier sections at both the storage site and the construction site. Furnishing such traffic control devices together with their removal, and furnishing flaggers in connection therewith shall be considered as included in the Contract unit price for Temporary Concrete Barrier as provided in Section 704.

The Contractor shall have and maintain appropriate equipment to be able to adjust and/or relocate temporary barrier sections in an emergency situation as provided in Section 704.

In the event any moveable barrier sections are damaged, dislodged, and/or misaligned by traffic or by the Contractor's operations, the Contractor's forces shall begin the necessary operations for replacement and/or realignment of such sections within 30 minutes after notification by the Engineer, at no additional cost to the Tollway. Failure by the Contractor to comply with this requirement will be grounds for assessment of maintenance of traffic fine in accordance with the provisions of Article 701.1.2(b).

701.10 - BRIDGE REPAIR OPERATIONS

During bridge repair operations, any work to be done over operational traffic lanes shall be done over only one lane at a time, with that lane being closed to traffic.

The Contractor will be required to coordinate such repair operations with the construction staging shown in the Maintenance of Traffic Plans.

Impact Attenuators, Temporary shall be in place prior to placing Temporary Concrete Barrier sections for bridge construction as shown in the Plans. Temporary Concrete Barrier sections must be in place prior to parapet removal and may not be removed until all bridge widening and other repair work is complete. When removal is permitted, the Temporary Concrete Barrier sections shall be completely removed prior to removal of the Impact Attenuators, Temporary.

When any bridge repair or construction operation or feature is likely to cause the vertical clearance over any operational traffic lane(s) to be reduced, the Contractor shall contact both the Tollway and the agency of jurisdiction over such operational lanes not less than 10 working days prior to the start of such construction for permission and instructions with respect to signing and Maintenance of Traffic requirements. The cost therefore shall be considered as included in the Contract lump sum price for Maintenance of Traffic.

701.11 - BRIDGE PAINTING OPERATIONS

Any bridge painting to be done over operational traffic lanes shall be done one lane at a time, with that lane being closed to traffic in accordance with the procedures specified herein as may be modified by the Special Provisions.

The Contractor will be required to coordinate such painting operations with the construction staging shown in the Maintenance of Traffic Plans.

701.12 - HOLIDAY PERIODS

No work which will require movement of vehicles to and from the work site or which will otherwise interfere with Tollway traffic will be allowed during the following holiday periods without specific written authorization from the Tollway:

- Easter Weekend - 12:00 Noon Thursday through 9:00 A.M. Monday
- Memorial Day Weekend - 12:00 Noon Friday through 9:00 A.M. Tuesday
- Independence Day - as specified in the Special Provisions
- Labor Day Weekend - 12:00 Noon Friday through 9:00 A.M. Tuesday
- Thanksgiving Weekend - 12:00 Noon Wednesday through 9:00 A.M. Monday
- Christmas-New Year's Day period - as specified in the Special Provisions

701.13 - STORAGE OF EQUIPMENT AND MATERIALS

During working hours, all vehicles and/or non-operating equipment and material stockpiles which are parked or stored for 2 hours or less shall be located at least 8 feet from the edge of the nearest moving traffic lane.

During non-working hours, or during working hours for periods of more than 2 hours, all vehicles and/or non-operating equipment and material stockpiles shall be parked or stored a minimum of 30 feet from the edge of the nearest traffic lane or shall be located behind man-made or natural barriers which in the opinion of the Engineer serve to fully protect the storage area and not constitute a hazard to motorists. Temporary concrete barrier sections which are installed in conjunction with lane closures or as protection for work areas will be considered an acceptable means of protection of storage areas, subject to approval of the Engineer.

When adequate right-of-way does not exist to accommodate this requirement, and when in the opinion of the Engineer no practical alternative exists, the storage area may be located a minimum of 15 feet from the edge of the nearest traffic lane and shall be delineated with barricades and flashing lights at no additional cost to the Tollway. The Contractor shall protect the stored materials from errant vehicles with an approved means of protection also at no additional cost to the Tollway.

With the exception of the special condition with respect to 2 hour periods, no parked Contractor vehicles, non-operating equipment, or material stockpiles will be allowed to remain closer than 15 feet to any operational traffic lane under any circumstances. Failure by the Contractor to comply with these requirements will be considered non-compliance with the Maintenance of Traffic Specifications and shall render the Contractor subject to the applicable penalty cited in Article

701.1.2.

701.14 - WORK ABOVE ACTIVE ROADWAYS

Procedures to enable erection of any items of work above roadways with vehicular and/or pedestrian traffic shall be subject to the following provisions:

(a) Full Span Trusses

The erection and maintenance of traffic procedure for overhead sign trusses shall be as follows:

1. The Contractor shall erect the trusses only between the hours of 12:01 A.M. and 5:00 A.M., Monday through Friday, and Sundays from 5:00 A.M. to 10:00 A.M. Forty-eight (48) hours advance written notice to the Tollway, together with the Engineer's written approval, will be required prior to erection of any truss.
2. All signs, lighting conduit, and other appurtenances shall be attached to each truss prior to erection.
3. The appropriate lane closure shall be in place, restricting traffic to a single lane of travel, prior to any erection activity.
4. Closed lanes and shoulders may be used by the Contractor to attach the truss to the lines of the erecting crane.
5. When the truss is properly balanced for erection, traffic shall be stopped by a flagger. Traffic shall not be stopped more than ten (10) minutes at any one time.
6. The lifting crane shall then swing the truss to the end supports. The end Supports shall be plumbed and the nuts on the anchor bolts tightened.
7. One U-Bolt on each end of the truss shall be installed to attach the truss to the end supports.
8. The erecting lines shall then be detached from the truss and traffic allowed to travel in the single lane until the crane is removed from the pavement.
9. Traffic may be allowed to drive under the truss in the open lane while the remaining U-Bolts are installed.
10. The lane closure signs and barricades shall be removed prior to expiration of the allowable lane closure period.

(b) Cantilever Trusses

The provisions of Article 701.14(a) shall apply, except as modified by the following:

1. The Contractor may erect cantilever trusses during those hours that one-lane traffic closures are permitted.
2. Item 2 of 701.14(a) shall apply.
3. No more than one traffic lane and one shoulder shall be closed for the erection of cantilever trusses.
4. Item 4 of 701.14(a) shall apply.
5. Traffic shall not be stopped for the erection of cantilever trusses in any lanes other than the one lane authorized for closure.
6. Item 6 of 701.14(a) shall apply.
7. Items 7, 8, 9 of 701.14(a) shall not apply. The installation of bolts and other attachment devices shall be as required in the Plan details for each particular design and type of cantilever to be erected.
8. Item 10 of 701.14(a) shall apply.

The Contractor shall submit to the Engineer the erection and maintenance of traffic methods he proposes to use.

Along with erection drawings, the Contractor shall submit for the Tollway's approval a detailed traffic control plan for the erection period. Although specific requirements are dependent upon the

Agency(s) whose facility the beams/girders or trusses are to be erected over, the number of lanes, the type of erection equipment used, etc., the following minimum requirements shall be complied with by the Contractor.

- Any erection of beams/girders over a Tollway road shall require a complete closure to traffic, regardless of location or time of day.
- The maximum allowable time limit for a full closure on a Tollway road shall be fifteen (15) minutes, ten (10) for sign truss erection.
- For any Beam/Girder and truss erection over a non-Tollway road or facility, written approval from the appropriate Agency shall accompany the submission to the Tollway for its approval.
The Contractor shall not reopen lanes below newly erected members until the members are securely in place. In the event the full-width tollway closure exceeds the allowable time period, the Contractor will be subject to a penalty of \$500 per minute for any part of a minute exceeding the allowable time.

701.15 - MEASUREMENT AND PAYMENT

WORK ZONE TRAFFIC CONTROL and PROTECTION will be measured and paid for as MAINTENANCE OF TRAFFIC. MAINTENANCE OF TRAFFIC will be measured on a lump sum basis and paid for at the Contract lump sum price, which payment shall constitute full compensation for all labor, equipment, materials and incidentals necessary to furnish, install, maintain, clean, relocate, and remove all traffic control devices, including but not limited to barricades, cones, standard signs, warning lights, arrow boards, truck mounted attenuators, all traffic channelization required for temporary and permanent pavement marking, for furnishing and equipping flaggers, and for complying in all respects with the requirements of the Contract for the safe and expeditious movement of vehicular traffic through the zones of construction.

Payment for this work will be made in the following manner:

- a. Upon furnishing and installing equipment and materials for the first major stage of construction, 25% of this pay item will be paid.
- b. The remaining 75% will be pro-rated over the remaining contract period and paid in monthly installments.

Non-standard signs shall be paid for as TEMPORARY INFORMATIONAL SIGNING. Temporary shifting of existing guide signs will be paid for as RELOCATE SIGN PANEL of the type specified.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1201 TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE
MESSAGE SIGN

Issued October, 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Add the following new articles:

1201.01 Description This work shall consist of furnishing, installing, maintaining, relocating and removing a TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGN(s) at locations shown on the Maintenance of Traffic plans and at locations as directed by the Engineer.

Acceptable Manufacturers of the Trailer Mounted Full Matrix Portable Changeable Message Signs at the time of this bid are:

Vermac Model: PCMS 1500-30IL
Wanco Model: WTMMB-SLL(A)IT

Note: Other manufactures may be available after the bid award. Contact Tom Deldin in the Tollway's Fleet Unit for more information.

The system supplied shall satisfy all the requirements of this Special Provision.

All other sign models or manufacturers must have the sign pre-qualified and tested before signs can be put into service. Testing must be completed BEFORE the contractor is required to have sign in operation. Contractors are to contact the Tollway's Fleet Manager, Tom Deldin, at 630-241-6800 ext 3919 to schedule message sign pre-qualification testing. Only signs that have passed the pre-qualification testing will be allowed to be used on Tollway construction projects.

1201.02 General Requirements The signs specifications shall fully meet the Tollway's standard Trailer Mounted Full Matrix specifications as established by the Tollway's Fleet Unit. The trailer mounted portable message sign shall be solar powered, 12 volt, full matrix LED. The sign shall be of a modular design allowing sections of the sign to be replaced individually. The sign shall withstand 70 MPH winds when in normal operating configuration and be all weather capable/non-condensing.

Prior to deploying any message sign, the contractor must have each sign inspected by the Tollway at the Central Shop location 3460 S. Finley Road, Downers Grove. The Tollway may at it's discretion install various equipment on each sign. This equipment will remain the property of the Tollway and cannot be removed or altered. All signs will be marked by the Tollway with a unique identification number. At the end of the contract period the contractor is required to deliver any and all message signs to the Central Shop location to have the equipment and decals removed.

1201.03 Message Panel Requirements The sign lift cylinder shall have all safety devices required for safe operation and holding of sign in the event of a hydraulic hose failure. The message panel shall be at least 130 inches (not to exceed 136" width) by 70 inches, have a minimum 156 inch fully raised sign height, and present a level appearance. The message panel shall be flat black for non-reflectivity, with an easily removable UV and impact resistant front sign panel/cover. The sign panel shall

have full graphics capability, and shall be three lines, 18 inch font capable. The sign shall have a display matrix of 25/48 minimum, with a 30 degree viewing angle/cone minimum. Individual messages shall be capable of containing words and graphics, with multiple line or character appearance/timing, sequencing, on/off duration, controlled by row, character or word. The LED's shall be visible from 1000 feet minimum on a clear day (100,000 hour rated). The sign shall have a lockable main power switch, 12 volt system meter, and battery charge ammeter.

1201.04 Message Programming & Software On site programming shall be via a backlit onboard controller to be stored in a lockable storage compartment. The onboard controller shall maintain 200 minimum preprogrammed commonly used messages as well as 100 minimum custom messages (including sequences) and retain downloaded graphics. The onboard controller shall perform custom calendar settings to allow the sign to change messages by date and time, and shall allow the operator to view messages, sequencing and timing without having to view it on the sign (WYSIWYG). The message sign operating software shall be NTCIP compliant, and must be compatible and functional with Illinois Tollway Traffic Management Center (TIMS) Sign Control Software. The sign software shall allow the TIMS Center Software to "ping" the sign and gain the sign information including the message running on the sign at the time it is "pinged". All controlling functions of sign messaging shall be password protected. Sign shall display a low battery signal and switch to low power consumption automatically. Typical transportation industry graphics shall be included with controller/software. Communications to the TIMS center shall be through a CDMA/1XRTT modem that is IP addressable. The sign software shall have the capability of working with encrypted IP addresses as required by the Tollway's TIMS operating software. The modem shall be approved by Verizon Wireless for use on their network.

Wireless antenna(s) shall be mounted on the highest available location and properly grounded to the trailer. Antenna location shall be installed to maximize reception and transmission properties.

The unit shall be equipped with a Grey Island Systems GPS/AVL WAAS transponder.
Grey Island Systems contact:
Chris Jackson
76 Stafford Street Suite 100
Toronto, Ontario M6J 2S1
Phone: (416) 248-9991 ext 312
Email: chrisj@interfleet.com

The transponder and message sign data line service shall be provided by Verizon Wireless.
Verizon contact:
Joe Koller
Government Acct. Executive
Phone# 847-946-5403
E-mail joseph.koller@verizonwireless.com

The contractor is responsible for establishing and maintaining data communication lines for the message signs for the duration of this contract.

The Tollway reserves the right to operate the sign via the Tollway's TIMS Center which may take over control the sign(s) remotely. The TIMS Center's control over what messages are being posted on the sign shall override any other entities or persons. The contractor may be required to notify the TIMS center of all messages being placed on the signs by them or their agent. The Contractor must notify the TIMS Center if a sign(s) is inoperable for any reason. The contractor may be required to regularly update the TIMS Center on the sign(s) location. The Tollway may move or alter the location of the sign at it's discretion.

1201.05 Electrical Requirements The message sign shall include automatic dimming to optimally match ambient light conditions. Solar recharging of 12 volt batteries shall be via a moveable solar panel to maximize sun exposure. Batteries shall be capable of running the sign from full charge

without recharging for 15 days minimum. Solar recharging of batteries shall allow continuous sign use during all weather conditions, year-round in northern Illinois regardless of the message size, shape, configuration or on time duration . The battery shall have a 1350 amp hour minimum storage capacity, and shall be 120 volt capable for full sign operation (in lieu of batteries). The message sign shall have onboard 120 volt to 12 volt self regulating battery charger and a power supply capable of providing continuous uninterrupted service.

1201.06 Trailer Requirements The trailer shall have four 2,000 lb rated leveling jacks/stabilizers and have a 3,500 lb capacity trailer axle with 15" radial tires with fenders. All external metal surfaces shall be powder coated in safety orange. All four sides of the trailer must have 100 inches minimum of DOT rated reflective red and white safety tape. The trailer lights and reflectors shall meet DOT standards. The trailer shall have a seven pole pin type trailer light plug wired to DOT standards. The trailer shall have a lockable battery and compartment storage cover, an adjustable height pintle hitch with 3" eye opening, 3/8" safety chains and hooks, and a removable trailer tongue or hitch.

1201.07 Radar Display The message sign shall be radar capable, drone type for traffic slow down and reading style that will display actual traffic speed to approaching vehicles. Actual traffic speeds shall be viewable from TIM's with an accuracy of plus or minus one MPH. Supply calibrating instruments on each trailer if required to calibrate radar.

1201.08 Maintenance Whenever signs are displaying messages they shall be considered a traffic control device. At times when no messages are displayed, then they shall be considered equipment, and shall comply with Sub-Section 1001.13 of the Standard Specifications.

1201.09 Interruption Of Service The Contractor shall provide all preventive efforts necessary to achieve uninterrupted service. Upon notification by the Engineer, the Contractor shall respond by arriving at the sign location and commencing maintenance - failure to respond within 1/2 hour of said notification will result in the appropriate penalty, per Sub-Section 1001.1.2(b) of the Standard Specifications. If service is interrupted for any cause and not restored to full operational service within twelve (12) hours, the defective sign shall be removed and a replacement sign shall be provided. If after 24 hours the defective sign has not been repaired or replaced, the Contractor shall be assessed a Non-Compliance with Specifications penalty, per Section 1001.1.2(a) of the Standard Specifications.

1201.10 Documentation & Training One service, parts and operators manual shall be provided with the message sign. The operator's manuals shall include laminated abbreviated reminder sheet to assist operators in sign display. There shall be 4 hours of training per sign with a total not to exceed 16 hours for Tollway personnel.

1201.11 Measurement TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS shall be measured for payment per each for each sign ordered, placed and accepted.

1201.12 Payment Payment for TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS will be made at the Contract unit price per each for each trailer mounted portable changeable message sign ordered, placed, and accepted, which payment shall constitute full compensation for furnishing, placing, maintaining, realigning, and relocating the trailer mounted portable changeable message sign as directed by the engineer, including the message sign warranty, for all labor, equipment, tools, and incidentals necessary to provide the portable changeable message signs as specified, and for providing documentation and training. The term of use shall be from 60 days after the contract is awarded thru the end of contract.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1202 OPTION TO PURCHASE TRAILER MOUNTED FULL MATRIX PORTABLE
CHANGEABLE MESSAGE SIGN

Issued October, 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Add the following new articles:

1202.01 Description This work shall give the Tollway the option to purchase the TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGN(S) that were provided as specified in Section 1201.

Upon request of the Tollway, the Contractor shall provide a price per sign.

The sign(s) shall include a one (1) year on-site warranty after the sign(s) are purchased by the Tollway. The cost of the warranty shall be included in the price per sign provided by the Contractor.

1202.02 Measurement OPTION TO PURCHASE TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS shall be measured for payment per each for each sign ordered, delivered and accepted.

1202.03 Payment Payment for OPTION TO PURCHASE TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS will be made at the Contract unit price per each for each trailer mounted portable changeable message sign ordered, delivered, and accepted, which payment shall constitute full compensation for furnishing and delivering the trailer mounted portable changeable message sign, and for all labor, equipment, tools, and incidentals necessary to provide the portable changeable message signs as specified. The payment shall also include the cost of a one (1) year on-site warranty measured from the date of purchase.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1203 SLOTTED PAVEMENT DRAINS

Issued October, 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Add the following new articles:

1203.01 Description This work shall consist of furnishing and installing slotted drain pipe assemblies complete with all necessary fittings in the roadway pavement, ramp gores, and other locations as indicated in the Plans and directed by the Engineer.

The requirements for SLOTTED PAVEMENT DRAIN (RETROFIT) shall apply when any such drain is to be installed where saw cutting and removal of existing mainline, shoulder or gore paving is required.

The requirements for SLOTTED DRAIN (ORIGINAL) shall apply when any such drain is installed where saw cutting and removal of existing mainline, shoulder or gore paving is not required.

1203.02 Materials All materials shall conform to Materials, Section 1000. Specific references are as follows:

Concrete.....1020

Slotted drain pipe assemblies shall be fabricated from 12 inch diameter coated corrugated steel pipe meeting the requirements of AASHTO M 36 (Type I), AASHTO M 218 or AASHTO M 190 (Type C). Each pipe section shall be slotted on one side and fitted with parallel vertical steel plates 1/8 inch or more in thickness and varying in height in accordance with the Plan details. The parallel plates shall be separated by not more than 2 inches and fitted with a suitable grating to allow the in-flow of water. The slot and grate shall be designed such that the in-flow capacity of the opening is greater than the flow capacity of the pipe at the gradient shown in the Plan details. The coating and paved invert shall be applied after fabrication.

1203.03 General Requirements Slotted Pavement Drains shall be constructed in accordance with the applicable provisions of Section 550, and as herein required.

Slotted drain pipe assemblies shall be installed in accordance with the manufacturer's specifications in a suitable trench and encased in Class SI concrete in accordance with the Plan details. When installed, the slotted drain shall conform to the alignment and gradient shown in the Plans. The complete slotted drain installation shall be designed to meet the requirements for AASHTO HS-20 loading.

Each slotted drain shall be connected to an existing or proposed drainage inlet with suitable fitting(s) and coupling band(s) as shown in the details.

The depth of the vertical riser will vary to accommodate the differential of gradient between the pavement surface and the slotted drain invert. The actual depth shall be as shown in the Plan details.

1203.04 Construction Requirements For SLOTTED PAVEMENT DRAIN (RETROFIT) the existing paving shall be saw cut full depth, removed and disposed of by the Contractor. The cost of this work shall be considered as included in the Contract unit price for SLOTTED PAVEMENT DRAIN

(RETROFIT) with no separate payment made for removal and disposal of paving materials.

Each slotted drain pipe assembly of either description shall be installed in a properly excavated trench, all connections assembled and tightened, the assembly rigidly blocked and supported in place to maintain alignment and gradient and the trench backfilled with Class SI Concrete.

Prior to backfilling, the slotted opening shall be covered to prevent the intrusion of foreign material during backfilling and paving operations.

Connections of outlet pipes into drainage structures as detailed shall be sealed with Class SI concrete collars to the satisfaction of the Engineer. The cost of connecting the slotted drain into existing or proposed inlets, including fittings and miscellaneous hardware, shall be included in the Contract unit price per linear foot of Slotted Pavement Drains of either description with no additional compensation.

Any bituminous coating damaged in shipment, during installation, or prior to final acceptance shall be repaired by the Contractor to the satisfaction of the Engineer.

1203.05 Shop Drawings The Contractor shall submit complete shop drawings detailing the type of slotted drain to be used and the construction techniques to be utilized in its installation. This submittal shall conform to the requirements of Article 105.04(d). In addition, the Contractor shall submit (10) copies of design calculations which substantiate structural properties of the proposed installation.

No work on this item shall be allowed until the required submittals have been made and approved by the Engineer.

1203.06 Measurement SLOTTED PAVEMENT DRAIN of either description will be measured for payment in feet complete, in place and accepted.

1203.07 Payment Payment for SLOTTED PAVEMENT DRAIN (RETROFIT) will be made at the Contract unit price per foot, which payment shall constitute full compensation for all labor, equipment and materials required to complete the work as specified including but not limited to pipe, plates, Class SI Concrete, grating, saw cutting, paving removal and disposal, trench excavation and disposal, fittings, connections, shop drawings and all labor, equipment, tools and incidentals necessary to complete the work as specified.

Payment for SLOTTED PAVEMENT DRAIN (ORIGINAL) will be made at the Contract unit price per linear foot, which payment shall constitute full compensation for all work as specified including but not limited to pipe, plates, Class SI Concrete, grating, trench excavation and disposal, fittings, connections, shop drawings and all other labor, equipment, tools and incidentals necessary to complete the work as specified.

Illinois State Toll Highway Authority

**SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1204 PIPE RUNNERS**

Issued October, 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Add the following new articles:

1204.01 Description This work shall consist of furnishing, fabricating, delivering and installing structural steel pipe runners for pipe headwalls and safety end treatments in conformance with the Plans and Specifications or as directed by the Engineer.

1204.02 Materials Materials for the pipe runners shall conform to the following requirements:

- Structural SteelAASHTO M183
- BoltsASTM A307, Grade A
- NutsASTM A563 (AASHTO M291) Grade A, Hex
- WashersASTM F844
- Steel PipeASTM A53, Type E or S, Grade B or
ASTM A500, Grade B

1204.03 General Requirements The work under this item shall conform to the applicable requirements of Section 505, except as herein modified.

- (a) Delete Article 505.06, Cleaning and Shop Painting, and substitute therefore: After fabrication is completed, the pipe runners and steel pipe components, structural steel, and hardware shall be galvanized in accordance with ASTM A123 (AASHTO M111) and A385. The zinc coating shall be applied at the average rate of not less than 2.1 ounces per square foot and no single sample shall show less than 1.8 ounces.
- (b) Shop drawings will be submitted in accordance with the requirements of Article 505.03.

1204.04 Measurement PIPE RUNNERS will be measured in linear feet completed and in place as shown in the Plans and to the satisfaction of the Engineer. The length measured for payment shall include all lengths of all pipe, anchor pipe assemblies and support pipes. Anchor pipes, anchor pipe assemblies, support pipes, structural steel and all hardware necessary to construct and install the pipe runners shall not be measured for payment.

1204.05 Payment Payment for PIPE RUNNERS of the Diameter and Schedule specified will be made at the Contract unit price per linear foot which payment shall constitute full compensation for furnishing, fabricating, galvanizing, delivering, installing, and all other appurtenant and related work necessary to complete this work as specified. No separate payment shall be made for anchor pipes, anchor pipe assemblies, support pipes, structural steel and all hardware necessary to construct and install the pipe runners, but their cost shall be considered included in the Contract unit price per linear foot for PIPE RUNNERS.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1205 DIRECT CONNECT CELL PHONES

Issued October, 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Add the following new articles:

1205.01 Description. This work shall consist of furnishing direct connect cell phones (and cell phone service) in order to maintain direct communication between the Contractor's key supervisory personnel and the Engineer's staff for the term of the contract.

1205.02 Equipment. The cell phones shall be able to make outgoing and receive incoming dialed phone calls. Furthermore, the cell phones shall have a direct connect feature. Nextel, or a comparable cell phone service, shall be used to provide this service and equipment.

1205.03 General Requirements. The Contractor shall obtain and pay all costs associated with the phones and required service for the term of the contract.

The Contractor shall maintain all cell phones in acceptable working order for the term of the Contract. Any phone that becomes inoperable or defective shall be repaired or replaced within 12 working hours.

All cell phones should come with an individual voice mail account.

All phones shall remain the property of the Contractor and shall be returned to the Contractor at the completion of the project.

Each phone account shall include a minimum of 1200 anytime minutes. If minutes are exceeded by Engineer, the Engineer shall reimburse the Contractor.

1205.04 Basis of Payment. DIRECT CONNECT CELL PHONES will be measured for payment per each, as specified herein.

1205.05 Basis of Payment. Payment for DIRECT CONNECT CELL PHONES will be made at the Contract unit price per each per month, which payment shall constitute the full compensation for furnishing, maintaining, repairing and replacing the specified cell phones and service.

The quantity of DIRECT CONNECT CELL PHONES in the Proposal is nominal, for the purpose of establishing a Contract unit price. Measurement and payment will be based on the number of units actually ordered and used.

The Contract unit price shall reflect any estimated salvage value to the Contractor upon completion of the Contract.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1301. CLASS A TOLL PLAZA LANE REMOVAL

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Add the following new articles:

1301.01 Description. This item shall consist of the removal and disposal of the entire concrete surface area of the existing toll plaza collection lanes to a minimum depth of 1 inch. The lanes shall be cleaned of all debris and dust to prevent re-hydration.

This item shall also include the removal and disposal of all deteriorated and loose concrete in the upper 25% of the thickness of the existing plaza lane concrete (with exception of the area between the tunnel roof joints) as directed by the Engineer.

1301.02 Equipment. The equipment used shall be subject to approval of the Engineer and shall comply with the following.

1. Power-operated, mechanical scarifiers capable of uniformly scarifying and removing the old surface to depths required in a satisfactory manner will be permitted.
2. Power-driven hand tools for removal of concrete will be permitted with the following restrictions:
 - a. "Jack Hammers" heavier than 35 pound net weight, exclusive of the bit shall not be used.
 - b. "Jack Hammers" or mechanical chipping tools shall not be operated at an angle in excess of 45 degrees measured from the surface of the slab.
 - c. "Chipping Hammers" heavier than 15 pound net weight, exclusive of the bit, shall not be used to remove concrete from beneath any reinforcing bar for Class A Toll Plaza Lane Removal.
3. Hand Tools such as hammers and chisels shall be provided to remove final particles of unsound concrete or to achieve the required depth.

1301.03 Construction Requirements. Before proceeding with work in the toll plaza collection lanes, the Contractor is advised to review existing plans at the Tollway's offices. The Contractor's entire mode of operation in the plaza lane area is subject to the approval of the Engineer, especially as it relates to the safety and convenience of the motoring public.

The Contractor shall protect all completed portions of the work and all Tollway and public property from damage during CLASS A TOLL PLAZA LANE REMOVAL by barriers, curtains or other approved methods. Damage caused by removal operations shall be made good by the Contractor without additional cost to the Tollway, and without cause for claiming delay.

After the entire surface area has been removed to a minimum 1 inch and the debris and dust has been removed, the Engineer will examine the lanes and mark the areas of loose and unsound concrete to be removed by hand chipping. The limit of these areas shall be to sound concrete, as determined by the

Engineer, but not to exceed 25% of the slab thickness. Limited areas of removal greater than 25% of the slab thickness, such as beneath reinforcing steel, will be included when so directed by the Engineer.

Power tools shall be restricted to the sizes specified in Article 1201.02 for the removal of concrete except that the final clean-up shall be by use of hand tools. Where bond between the existing concrete and reinforcing steel 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 bar so exposed. A minimum of 1 inch clearance shall be required around the bar. Care shall be exercised to prevent cutting, stretching, and/or damaging any exposed reinforcing steel or conduits, sensory devices and drainage structures.

Any existing drainage structures, conduits and sensory devices other than loop detectors damaged by the Contractor shall be replaced at no additional cost to the Tollway and without cause for claiming delay. The existing loop detectors shall be entirely removed to the extent that no bits or pieces of wire remain in the concrete.

Reinforcing bars that have been cut or have lost $\frac{1}{4}$ or more of their original diameter shall be supplemented by new bars spliced in place. New bars shall be spliced 1'-0" to develop the full strength of the bar. The furnishing and placing of supplemental reinforcing bars shall be paid for at the Contract unit price for REINFORCING STEEL.

In areas where the concrete adjacent to the reinforcing bars has been removed to a depth which exposes the entire periphery of the bars, the bars shall be tied and supported at intervals not to exceed 4 feet.

1301.04 Limitations of Operations. No preparation work will be allowed in a lane or strip until the lane is closed to traffic. In areas where there is no traffic, 48 hours of good curing shall have elapsed prior to chipping on adjacent concrete within 6 feet of a newly placed overlay. If this work is started before the end of the 96-hour curing period, the work will be restricted as follows:

- Sawing or other operations shall interfere with the curing process for the minimum practical time only, and in the immediate work area only, and the curing shall be resumed promptly.
- No loads other than the volumetric mixer supplying latex modified concrete to the lane shall be permitted on any portion of the lane that has undergone preparation prior to the placement and curing of new concrete.
- No traffic shall be permitted on a finished overlay course until 96 hours after placement.
- At temperatures below 55°F, the curing time shall be extended an additional 24 hours for each 10°F or fraction thereof below 55°F or as directed by the Engineer. The restrictions of Article 1020.14 shall also apply.

1301.05 Method of Measurements. CLASS A TOLL PLAZA LANE REMOVAL shall be measured for payment in square yards.

1301.06 Basis of Payment. Payment for CLASS A TOLL PLAZA LANE REMOVAL, measured as specified, will be made at the Contract unit price per square yard which payment shall constitute full compensation for scarifying, hand-chipping, removal and disposal of concrete and for furnishing all labor and equipment necessary to complete the work as specified. The replacement of concrete in the removal areas will be concurrent and monolithic with the concrete overlay and is not a part of this pay item.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1302. LOOP DETECTOR INSTALLATION

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Add the following new articles:

1302.01 Description. This work shall consist of furnishing and installing wire loop detectors in toll plaza collection lane pavement and islands at the locations shown in the Plans and in conformance with the Standard Details.

1302.02 Materials.

- (a) **Detector Loop Wire.** The detector loop wire shall be a 600 volt, #14 AWG stranded copper wire with U.L. Type THHN/THWN insulation encased in a loose PVC tube. The PVC tubing shall be U.L., FR-1 rated and shall be rated at 105 degrees C. The tubing shall have an internal diameter of 0.19 inches and a wall thickness of .03 inches.

The assembly shall be Independent Cable Inc. Part Number 580206, or approved equal.

- (b) **Epoxy Resin Filler.** Epoxy resin filler shall be a low-viscosity, two-component, 100% solids epoxy resin system conforming to the requirements of Section 1025. The product furnished shall be of the appropriate Class under ASTM C881 (AASHTO M235) for the atmospheric and concrete temperatures prevailing at the time of use.

1302.03 Construction Requirements. The Contractor shall saw cut the concrete and blow the cuts free of dust and loose aggregate particles with compressed air. The air line must contain an oil trap to prevent oil from being deposited from the compressor.

Four (4) continuous loops of wire as specified shall be installed in the cuts. The wire shall have both ends terminate with 12 inch loops in the junction box embedded in the island with no splicing allowed to that point. The lead-in wire shall be connected to the loop wire in the junction box by twisting the wires together, soldering the ends and covering the ends with cap sheathing. The soldered and capped ends are to be submerged in an epoxy solution so that they are completely sealed from moisture. After the wire is installed, the saw cuts shall be filled with a two (2) component, epoxy resin filler.

The epoxy resin filler shall be mixed in accordance with the manufacturer's printed instructions at the job site immediately before using. The epoxy resin shall be mixed long enough to achieve uniform color blend.

The Contractor shall have available at the beginning of the operation a representative of his company experienced in the use of this material or a representative of the manufacturer.

The Contractor shall obtain from the manufacturer of the epoxy resin materials, complete instructions as to the safety, health and handling precautions that must be exercised with respect to the materials to be used, and as to the procedure that should be followed in the event that workers come in contact with the materials. Before they are permitted to proceed with the work, the workers shall be effectively instructed as to the hazards to which they will be exposed, the necessary safety precautions, and the procedure to follow in case of accidental contact with the materials.

1302.04 Method of Measurement. LOOP DETECTOR INSTALLATION, installed and accepted shall be measured for payment per each.

1302.05 Basis of Payment. Payment for LOOP DETECTOR INSTALLATION, measured as specified, will be made at the Contract unit price per each, which payment shall constitute full compensation for furnishing all labor, equipment, supplies and material, and performing all operations necessary to complete the work as specified.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1303 TREADLE FRAME INSTALLATION

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Add the following new articles:

1303.01 Description. This item shall consist of installing treadle frames in toll plaza lane pavement as shown in the Plans and described in the Special Provisions.

1303.02 Materials. All materials shall conform to the requirements of Materials, Section 1000.

- (a) **Treadle Frames.** Treadle frames will be furnished to the Contractor at the Tollway's Central Warehouse in Naperville, IL. The frames may, or may not, be furnished painted with a shop coat. The Contractor shall remove all paint from surfaces which are to come in contact with concrete.
- (b) **Epoxy Resin Filler.** Epoxy resin filler shall be a low-viscosity, two-component, 100% solids epoxy-resin system conforming to the requirements of Section 1025. The product furnished shall be of the appropriate Class under ASTM C881 (AASHTO M235) for the atmospheric and concrete temperatures prevailing at the time of use.

1303.03 Construction Requirements.

- 1. # 5 lugs shall be welded to the pad plate as indicated in the Plan details.
- 2. The treadle frame then shall be set in position with all electrical and drainage components in place before toll plaza lane paving is placed. Concrete shall be allowed to cure for at least 7 days before proceeding further.
- 3. After the concrete has cured at least 7 days, holes shall be drilled and tapped in the frame and pressure gun fittings installed through which the Contractor shall fill epoxy resin into any cracks or voids between the frame and the concrete. Also, the epoxy filler shall be used to provide an extremely smooth and level surface for the treadle pad to rest upon. The equipment and procedure used to apply epoxy shall be proposed by the Contractor and approved by the Engineer before any of the work is started.

The epoxy resin filler shall be mixed in accordance with the manufacturer's printed instructions at the job site immediately before using. The epoxy resin shall be mixed long enough to achieve uniform color blend.

The Contractor shall have available at the beginning of the operation a representative of his company experienced in the use of this material or a representative of the manufacturer.

The Contractor shall obtain from the manufacturer of the epoxy resin materials, complete instructions as to the safety, health and handling precautions that must be exercised with respect to the materials to be used, and as to the procedure that should be followed in the event that workers come in contact with the materials. Before they are permitted to proceed with the work, the workers shall be effectively instructed as to the hazards to which they will be exposed, the necessary safety precautions, and the procedure to follow in case of accidental contact with the materials.

1303.04 Method of Measurement. INSTALL TREADLE FRAME will be measured for payment per each, installed, complete, and accepted.

1303.05 Basis of Payment. Payment for INSTALL TREADLE FRAME measured as specified, will be made at the Contract unit price per each, which payment shall constitute full compensation for all transportation, handling, paint removal, setting of the frame, drilling and tapping holes in the frame, furnishing, pumping and leveling epoxy resin, and for all labor, equipment, tools, and incidentals necessary to complete the work as specified.

Illinois State Toll Highway Authority
SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1304 TOLL PLAZA LANE PAVING

Issued October 2006

This Supplemental Specification amends and supersedes the provisions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Add the following new articles:

1304.01 Description. This work shall consist of the construction of reinforced concrete TOLL PLAZA LANE PAVING as shown in the Plans and/or described in the Standard Specifications.

1304.02 Construction Requirements. The applicable provisions of Sections 420 and 508 of the Standard Specifications shall apply. Concrete shall be Class PV.

1304.03 Method of Measurement. TOLL PLAZA LANE PAVING, completed and accepted will be measured and the surface area computed in square yards for payment. No deduction will be made for the treadle frame.

1304.04 Basis of Payment. Payment for TOLL PLAZA LANE PAVING will be made at the Contract unit price per square yard, which payment shall constitute full compensation for furnishing and placing all materials in slabs including reinforcement steel; joint sealer and filler; for preparation of sub-base; for furnishing, constructing and removal of forms; for placing, finishing and curing concrete; for furnishing and placing plaza inlet frames and grates and for all labor, equipment, tools and incidentals necessary to complete the work as specified. TREADLE FRAME INSTALLATION will be paid separately.

This work shall also include all excavation, backfilling, bailing, draining and pumping necessary to complete the work as specified and detailed.

Payment for such work will not be made separately, but shall be considered as included in the Contract unit price for TOLL PLAZA LANE PAVING.