# **BID PROPOSAL INSTRUCTIONS**

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

## PREQUALIFICATION

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

# WHO CAN BID ?

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

# **REQUESTS FOR AUTHORIZATION TO BID**

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

# WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

# ABOUT AUTHORIZATION TO BID

Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the Department as to the status. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

# ADDENDA AND REVISIONS

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

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

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <a href="http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletins/transportation-bulletin/index#TransportationBulletin">http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletins/transportation-bulletin</a> before submitting final bid information.

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

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

Technical questions about downloading these files may be directed to Tim Garman at (217)524-1642 or <u>Timothy.Garman@illinois.gov.</u>

## STANDARD GUIDELINES FOR SUBMITTING BIDS

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

### **BID SUBMITTAL CHECKLIST**

Cover page (the sheet that has the item number on it) – This should be the first page of your bid proposal, followed by your bid (the Schedule of Prices/Pay Items). If you are using special software or CBID to generate your schedule of prices, <u>do not</u> include the blank pages of the schedule of prices that came with the proposal package.

**Page 4 (Item 9)** – Check "YES" if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.

After page 4 – Insert the following documents: Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don't know where it goes, put it after page 4.

**Page 10 (Paragraph J)** – Check "YES" or "NO" whether your company has any business in Iran.

□ Page 10 (Paragraph K) – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

Page 11 (Paragraph L) – A copy of your State Board of Elections certificate of registration is no longer required with your bid.

**Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

**Page 12 (Paragraph C)** – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.

□ Pages 14-17 (Form A) – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification <u>signature and date must be original</u> for each letting. Do not staple the forms together. If you answered "NO" to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.

**Page 18 (Form B)** - If you check "YES" to having other current or pending contracts it is acceptable to use the phrase, "See Affidavit of Availability on file". **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.

**Page 20 (Workforce Projection)** – Be sure to include the Duration of the Project. It is acceptable to use the phrase "Per Contract Specifications".

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

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

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

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

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

Contractor pre-qualification	
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	
Estimates Unit.	
Aeronautics	
IDNR (Land Reclamation, Water Resources, Natural Resources)	

#### **QUESTIONS:** following contract execution

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

Proposal Submitted By

23

Name

Address

City

# Letting September 18, 2015

# NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL** 

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

Illinois Department of Transportation

Springfield, Illinois 62764

Contract No. 61B04 LAKE County Section 12-00020-00-BR (Barrington Hills) Route FAU 1260 (Cuba Road) Project BRM-4003(107) District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by

(Printed by authority of the State of Illinois)

F

Page intentionally left blank



# PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

Taxpayer Identification Number (Mandatory)

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

Contract No. 61B04 LAKE County Section 12-00020-00-BR (Barrington Hills) Project BRM-4003(107) Route FAU 1260 (Cuba Road) District 1 Construction Funds

This project consists of the removal of the existing structure and the construction of a new bridge, pavement removal, pavement reconstruction and drainage improvements on Cuba Road, South of US 14 over Flint Creek in the Village of Barrington Hills.

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

- 3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this bid proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. EXECUTION OF CONTRACT AND CONTRACT BOND. The undersigned bidder further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, or as specified in the special provisions, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

#### Attach Cashier's Check or Certified Check Here

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

The proposal guaranty check will be found in the bid proposal for:	Item	
	Section No.	
	County _	

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

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

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

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

#### Schedule of Combination Bids

Combination		Combination B	id
No.	Sections Included in Combination	Dollars	Cents

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. AUTHORITY TO DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.
- 9. EXECUTION OF CONTRACT: The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.

#### 10. The services of a subcontractor will be used.

Check box Yes Check box No

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

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1. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.

- THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY. 2.
  - 3. IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
    - 4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN

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

#### I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

#### **II. ASSURANCES**

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

#### A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

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

#### B. Negotiations

Section 50-15. Negotiations.

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

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

#### C. Inducements

Section 50-25. Inducement.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to provide a submission to a vendor portal or to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract, not making a submission to a vendor portal, or who withholds a bid or submission to a vendor portal in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

#### D. <u>Revolving Door Prohibition</u>

Section 50-30. Revolving door prohibition.

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

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

#### E. <u>Reporting Anticompetitive Practices</u>

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the CPO.

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

#### F. Confidentiality

Section 50-45. Confidentiality.

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

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

#### G. Insider Information

Section 50-50. Insider information.

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

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

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

#### **III. CERTIFICATIONS**

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. Felons

Section 50-10. Felons.

- (a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
- (b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code and every vendor's submission to a vendor portal shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

#### C. Debt Delinquency

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

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

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

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontract void if any of the certifications completed pursuant to this Section are false.

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

Section 50-14 Environmental Protection Act violations.

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

#### F. Educational Loan

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

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

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

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

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

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

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

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

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

#### H. International Anti-Boycott

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

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

#### I. Drug Free Workplace

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

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

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

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

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

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

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

Check the appropriate statement:

/\_\_\_/ Company has no business operations in Iran to disclose.

/\_\_\_/ Company has business operations in Iran as disclosed on the attached document.

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

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

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

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

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

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

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

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

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

#### M. Lobbyist Disclosure

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

(i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,

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

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

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

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

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

Or

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

Name and address of person:

All costs, fees, compensation, reimbursements and other remuneration paid to said person:

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

#### **IV. DISCLOSURES**

**A.** The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The bidder further certifies that the Department has received the disclosure forms for each bid.

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

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

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each individual making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00**.

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

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

#### C. Disclosure Form Instructions

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

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

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

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

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

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

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

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

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

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

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

# DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

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

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes \_\_\_\_ No \_\_\_
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

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

Yes No

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_\_No \_\_\_

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statues of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.

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

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_No \_\_\_

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes <u>No</u>

## 3. Communication Disclosure.

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

Name and address of person(s):

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

Name of person(s):

Nature of disclosure:

#### **APPLICABLE STATEMENT**

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

Completed by:

Signature of Individual or Authorized Representative

Date

	NOT APPLICABLE STATEMENT					
Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.						
This Disclosure Form A	is submitted on behalf of the CONTRACTOR listed on the pr	evious page.				
	Signature of Authorized Representative	Date				

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

# **ILLINOIS DEPARTMENT** OF TRANSPORTATION

# Form B **Other Contracts & Financial Related Information** Disclosure

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for all bids.

# DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

# THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative	Date

# **OWNERSHIP CERTIFICATION**

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

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

🗌 Yes 🗌 No	□ N/A (Form A disclosure(s) established 100% ownership	)
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## SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights Act are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

## **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



# Contract No. 61B04 LAKE County Section 12-00020-00-BR (Barrington Hills) Project BRM-4003(107) Route FAU 1260 (Cuba Road) **District 1 Construction Funds**

#### **PART I. IDENTIFICATION**

Dept. of Human Rights # Duration of Project:

Name of Bidder:

#### PART II. WORKFORCE PROJECTION

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

TOTAL Workforce Projection for Contract										CURRENT EMPLOYEES TO BE ASSIGNED								
				MIN	ORITY I	EMPLO	YEES	6		TRA	AINEES		TO CONTRACT					
JOB CATEGORIES		TAL DYEES	BLA	ACK	HISP	ANIC		THER NOR.	APPF TIC			HE JOB INEES			OTAL OYEES		MINO	
	М	F	М	F	М	F	М	F	М	F	М	F		М	F		М	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
		BLE C										FOR	ם כ		IENT USE	: ^^		
	OTAL Tra	0	ojectio	n for C	ontract							FUr	י חר				4L I	
EMPLOYEES		TAL						THER										

EMPLOYEES	TO	TAL					*OT	HER
IN	EMPLO	OYEES	BLA	ACK	HISP	ANIC	MIN	NOR.
TRAINING	М	F	М	F	Μ	F	Μ	F
APPRENTICES								
ON THE JOB								
TRAINEES					A)		(A)	

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

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

Contract No. 61B04 LAKE County Section 12-00020-00-BR (Barrington Hills) Project BRM-4003(107) Route FAU 1260 (Cuba Road) District 1 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) \_\_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) new hires would be recruited from the area in which the bidder's principal

office or base of operation is located.

C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) \_\_\_\_\_\_ persons will be directly employed by the prime contractor and that (number) \_\_\_\_\_\_ persons will be employed by subcontractors.

#### PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the Illinois Department of Human Rights.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company \_\_\_\_\_

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

	NOTICE REGARDING SIGNATURE							
	signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs ad only if revisions are required.							
Signature:	Title: Date:							
Instructions:	All tables must include subcontractor personnel in addition to prime contractor personnel.							
Table A -	Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.							
Table B -	Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.							
Table C -	Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.							

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

# **ADDITIONAL FEDERAL REQUIREMENTS**

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

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

#### Contract No. 61B04 LAKE County Section 12-00020-00-BR (Barrington Hills) Project BRM-4003(107) Route FAU 1260 (Cuba Road) District 1 Construction Funds

#### PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

Firm Name	
Signature of Owner	
Business Address	
Firm Name	
Ву	
Business Address	
	Name and Address of All Members of the Firm:
Corporate Name	
Ву	Signature of Authorized Representative
	Signature of Admon250 httpresentative
	Typed or printed name and title of Authorized Representative
Attact	
Allesi	Signature
Business Address	
Corporate Name	
Dy	Signature of Authorized Representative
	Typed or printed name and title of Authorized Representative
Attest	Signature
	Signature of Owner Business Address Firm Name By Business Address Corporate Name By Attest Business Address Corporate Name



**Return with Bid** 

# Division of Highways Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on

and shall be valid until

11:59 PM (CDST).

KNOW ALL PERSONS BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer day of A.D., .		In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer day of A.D., .		
day of	A.D.,	uay or		
(Company Name)		(Company Name)		
Ву		Ву		
(Signature and Title)		(Signature of Attorney-in-Fact)		
Notary for PRINCIPAL		Notary for SURETY		
STATE OF		STATE OF		
Signed and attested before me on (date)		Signed and attested before me on (date)		
by		by		
(Name of Notary Public)		(Name of Notary Public)		
(Seal)		(Seal)		
	(Signature of Notary Public)		(Signature of Notary Public)	
	(Date Commission Expires)		(Date Commission Expires)	

BDE 356A (Rev. 1/21/14)

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

Electronic Bid Bond ID #

Company/Bidder Name

Signature and Title

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



## **Division of Highways Proposal Bid Bond**

Item No.

Letting Date

KNOW ALL PERSONS BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer		In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer		
day of	A.D.,	day of A.D.,		
	(Company Name)	(Company Name)		
Ву		Ву		
	(Signature and Title)	(Signature of Attorney-in-Fact)		
Notary for PRINCIP	AL	Notary for SURETY		
STATE OF		STATE OF		
COUNTY OF				
Signed and attested before me on (date) by		Signed and attested before me on (date) by		
(N	lame of Notary Public)	(Name of Notary Public)		
(Seal)		(Seal)		
	(Signature of Notary Public)	(Signature of Notary Public)		
	(Date Commission Expires)	(Date Commission Expires)		
proposal the Princip		d form, the Principal may file an Electronic Bid Bond. By signing the bond has been executed and the Principal and Surety are firmly		

bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID #

Signature and Title



#### (1) Policy

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

#### (2) Obligation

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

#### (3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

#### (4) Assurance

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

Meets or exceeds contract award goals and has provided documented participation as follows:

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

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

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

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

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

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

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



**DBE Participation Statement** 

Subcontractor Reg	istration Number
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#### **Participation Statement**

Item No.

Letting

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

#### (2) Work:

(1) Instructions

Please indicat	e: J/V Manufacturer Supplier (60%)	Subcont	tractor	Trucking
Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
			Total	

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount: \*Applies to trucking only

#### (4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1<sup>st</sup> Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Contractor 1 <sup>st</sup> Tier 2 <sup>nd</sup> Tier	Signature for DBE Firm1 <sup>st</sup> Tier2 <sup>nd</sup> Tier
Date	Date
Contact Person	Contact Person
Title	Title
Firm Name	Firm Name
Address	Address
City/State/Zip	City/State/Zip
Phone	Phone
Email Address	Email Address
	E
The Department of Transportation is very estimation displaying of information that is approximate a second list the se	WC

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

# **PROPOSAL ENVELOPE**



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

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

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

# **NOTICE**

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

# **CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS**

# NOTICE

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

Contract No. 61B04 LAKE County Section 12-00020-00-BR (Barrington Hills) Project BRM-4003(107) Route FAU 1260 (Cuba Road) District 1 Construction Funds



# SUBCONTRACTOR DOCUMENTATION

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

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

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

#### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. Felons

Section 50-10. Felons.

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

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

#### C. Debt Delinguency

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

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

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

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

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

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

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

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

 Name of Subcontracting Company

 Authorized Officer
 Date

#### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

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

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each individual making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00**.

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

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

#### C. Disclosure Form Instructions

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

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

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

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

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

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

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

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

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

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

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

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

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

#### DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

Yes No

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive
(i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?

Yes No

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of of 100% of the annual salary of the Governor? Yes No \_\_\_
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

Yes <u>No</u>

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.
Yes \_\_\_\_No \_\_\_

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_\_No \_\_\_

- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_\_No \_\_\_
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_\_No \_\_\_

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_\_No \_\_\_
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes <u>No</u>

#### 3 Communication Disclosure.

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

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

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

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# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

ail Address	Fax Number (if available)
1	ail Address

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

#### DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_\_No \_\_\_\_ If "No" is checked, the subcontractor only needs to complete the signature box on this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive

information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

#### THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Officer	Date

## **OWNERSHIP CERTIFICATION**

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

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

🗌 Yes	🗌 No	□ N/A (Form A disclosure(s) established 100% ownership)
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# **NOTICE TO BIDDERS**



- TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.mSeptember 18, 2015. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 61B04 LAKE County Section 12-00020-00-BR (Barrington Hills) Project BRM-4003(107) Route FAU 1260 (Cuba Road) District 1 Construction Funds

This project consists of the removal of the existing structure and the construction of a new bridge, pavement removal, pavement reconstruction and drainage improvements on Cuba Road, South of US 14 over Flint Creek in the Village of Barrington Hills.

- **3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
  - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Randall S. Blankenhorn, Secretary

#### CONTRACT 61B04

#### INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2015

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

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

#### SUPPLEMENTAL SPECIFICATIONS

Std. Spe	ec. Sec. Page	No.
101	Definition of Terms	
102	Advertisement, Bidding, Award, and Contract Execution	2
105	Control of Work	
106	Control of Materials	5
107	Legal Regulations and Responsibility to Public	6
108	Prosecution and Progress	14
109	Measurement and Payment	
202	Earth and Rock Excavation	
211	Topsoil and Compost	
250	Seeding	
253	Planting Woody Plants	
280	Temporary Erosion and Sediment Control	
312	Stabilized Subbase	
406	Hot-Mix Asphalt Binder and Surface Course	
407	Hot-Mix Asphalt Pavement (Full-Depth)	28
420	Portland Cement Concrete Pavement	
424	Portland Cement Concrete Sidewalk	
440	Removal of Existing Pavement and Appurtenances	
502	Excavation for Structures	
503	Concrete Structures	
504	Precast Concrete Structures	
506	Cleaning and Painting New Steel Structures	
512	Piling	
516	Drilled Shafts	
521	Bearings	
540	Box Culverts	45
588	Bridge Relief Joint System	
589	Elastic Joint Sealer	48
602	Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment,	
	and Reconstruction	
603	Adjusting Frames and Grates of Drainage and Utility Structures	
606	Concrete Gutter, Curb, Median, and Paved Ditch	
610	Shoulder Inlets with Curb	53
639	Precast Prestressed Concrete Sight Screen	54
642	Shoulder Rumble Strips	55
643	Impact Attenuators	56
644	High Tension Cable Median Barrier	58
669	Removal and Disposal of Regulated Substances	60
670	Engineer's Field Office and Laboratory	64

Std. S	<u>pec. Sec.</u> Page	e No.
701	Work Zone Traffic Control and Protection	65
706	Impact Attenuators, Temporary	. 68
707	Movable Traffic Barrier	71
708	Temporary Water Filled Barrier	73
730	Wood Sign Support	75
780	Pavement Striping	
816	Unit Duct	81
836	Pole Foundation	. 82
860	Master Controller	83
1001	Cement	84
1003	Fine Aggregates	85
1004	Coarse Aggregates	87
1006	Metals	91
1011	Mineral Filler	
1017	Packaged, Dry, Combined Materials for Mortar	94
1018	Packaged Rapid Hardening Mortar or Concrete	95
1019	Controlled Low-Strength Material (CLSM)	96
1020	Portland Cement Concrete	97
1024	Grout and Nonshrink Grout	136
1030	Hot-Mix Asphalt	
1040	Drain Pipe, Tile, Drainage Mat, and Wall Drain	
1042	Precast Concrete Products	
1069	Pole and Tower	
1070	Foundation and Breakaway Devices	
1073	Controller	
1081	Materials for Planting	
1082	Preformed Bearing Pads	
1083	Elastomeric Bearings	
1088	Wireway and Conduit System	
1095	Pavement Markings	
1101	General Equipment	
1102	Hot-Mix Asphalt Equipment	
1103	Portland Cement Concrete Equipment	
1105	Pavement Marking Equipment	
1106	Work Zone Traffic Control Devices	161

# **RECURRING SPECIAL PROVISIONS**

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

CHE	CK	SHEET #	PAGE NO.
1	Х	Additional State Requirements for Federal-Aid Construction Contracts	
2		Subletting of Contracts (Federal-Aid Contracts)	
3		EEO	
4		Specific EEO Responsibilities Non Federal-Aid Contracts	
5		Required Provisions - State Contracts	
6		Asbestos Bearing Pad Removal	
7		Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	
8		Temporary Stream Crossings and In-Stream Work Pads	
9		Construction Layout Stakes Except for Bridges	
10		Construction Layout Stakes	
11		Use of Geotextile Fabric for Railroad Crossing	
12		Subsealing of Concrete Pavements	
13		Hot-Mix Asphalt Surface Correction	
14		Pavement and Shoulder Resurfacing	
15		Reserved	
16		Patching with Hot-Mix Asphalt Overlay Removal	207
17		Polymer Concrete	208
18		PVĆ Pipeliner	
19	Х	Pipe Underdrains	211
20		Guardrail and Barrier Wall Delineation	212
21		Bicycle Racks	216
22		Reserved	218
23		Temporary Portable Bridge Traffic Signals	219
24		Work Zone Public Information Signs	
25		Nighttime Inspection of Roadway Lighting	
26		English Substitution of Metric Bolts	
27		English Substitution of Metric Reinforcement Bars	
28		Calcium Chloride Accelerator for Portland Cement Concrete	225
29		Reserved	226
30		Quality Control of Concrete Mixtures at the Plant	
31	Х	Quality Control/Quality Assurance of Concrete Mixtures	235
32		Digital Terrain Modeling for Earthwork Calculations	251
33		Pavement Marking Removal	253
34		Preventive Maintenance – Bituminous Surface Treatment	
35		Preventive Maintenance – Cape Seal	
36		Preventive Maintenance – Micro-Surfacing	275
37		Preventive Maintenance – Slurry Seal	
38		Temporary Raised Pavement Markers	
39		Restoring Bridge Approach Pavements Using High-Density Foam	297

.

.

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# LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

#### Table of Contents

CHECK SHEET # PAG		
LRS 1 Reserved	301	
LRS 2	302	
LRS 3 🛛 Work Zone Traffic Control Surveillance	303	
LRS 4 🔲 Flaggers in Work Zones	304	
LRS 5 Contract Claims	305	
LRS 6 Bidding Requirements and Conditions for Contract Proposals	306	
LRS 7 Didding Requirements and Conditions for Material Proposals	312	
LRS 8 Reserved		
LRS 9 🔲 Bituminous Surface Treatments		
LRS 10 Reserved	320	
LRS 11 Employment Practices	321	
LRS 12 Wages of Employees on Public Works	323	
LRS 13 Selection of Labor	325	
LRS 14 Deving Brick and Concrete Paver Pavements and Sidewalks	326	
LRS 15  Partial Payments	329	
LRS 16 Protests on Local Lettings	330	
LRS 17  Substance Abuse Prevention Program		
LRS 18 I Multigrade Cold Mix Asphalt	332	

#### Index

## SPECIAL PROVISIONS Location of Improvement Description of Improvement Protection of Existing Drainage Facilities During Construction Safety and Convenience Protection and Restoration of Property Protection of Streams, Lakes, Reserviors, Natural Areas, Wetlands, Prairie Areas, Savannahs, and Endangered and Threatened Species

#### 2 Protection and Restoration of Property 2 Protection of Streams, Lakes, Reserviors, Natural Areas, Wetlands, Prairie Areas, Savannahs, and Endangered and Threatened Species **Completion Date Plus Working Days** 3 Opening of Section of Highway to Traffic 4 4 Dewatering 5 Topsoil Furnish and Place, 6" Erosion Control Blanket 6 6 Perimeter Erosion Barrier 9 Aggregate Surface Course for Temporary Access Aggregate Shoulders, Type B, 6" 10 Form Liner Textured Surface 10 Construction Access 14 Remove Existing Flared End Section 14 Silane Surface Sealer 14 17 Porous Granular Embankment, Special Staining Concrete Structures 18 Chainlink Fence Removal 20 20 Drill and Grout #6 Tie Bars 20 Sediment Control, Silt Curtain Temporary Information Signing 21 Longitudinal Joint Sealant 22 Preformed Joint Filler 24 24 **Removing and Resetting Street Signs** Sleeper Slab 25 Flocculation Logs 25 **Flocculation Powder** Precast Stone Coping, Special 27 Traffic Control and Protection (Arterials) 28 28 Traffic Control Plan Aggregate Subgrade Improvement (D-1) 30 Coarse Aggregate for Backfill, Trench Backfill, and Bedding (D-1) 32 32 Ground Tire Rubber (GTR) Modified Asphalt Binder (D-1) Heat of Hydration Control for Concrete Structures (D-1) 34 HMA Mixture Design Requirements (D-1) 34 Maintenance of Roadways 48 Public Convenience and Safety (DIST 1) 49 Reclaimed Asphalt Pavement and Shingles (D-1) 49 Slipform Paving (D-1) 59

Status of Utilities to be Adjusted

TOPIC

PAGE

1

1

1

2

59

	PAGE
IDOT Training Program Graduate On-the-Job Training Special Provision	61

.

Illinois Department of Natural Resources- Office of Water Resources Permit	63
Lake County Stormwater Management Commission Watershed Development Permit	64
U.S. Army Corps of Engineers Permit	68
Environmental Survey Request Forms Topsoil/Borrow/Waste/Use Areas (BDE 2289)	17
Soils Report	79
Special Waste Analytic Results	118

## INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

LR # LR SD12 LR SD13 LR 107-2 LR 107-4 LR 108 LR 109 LR 212 LR 355-1	<u>Pa #</u> 180	Special Provision Title Slab Movement Detection Device Required Cold Milled Surface Texture Railroad Protective Liability Insurance for Local Lettings Insurance Combination Bids Equipment Rental Rates Shaping Roadway Bituminous Stabilized Base Course, Road Mix or Traveling	Effective Nov. 11, 1984 Nov. 1, 1987 Mar. 1, 2005 Feb. 1, 2007 Jan. 1, 1994 Jan. 1, 2012 Aug. 1, 1969	<u>Revised</u> Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2006 Aug. 1, 2007 Mar. 1, 2005 Jan. 1, 2002
LR 355-2 LR 400-1 LR 400-2 LR 400-3		Plant Mix Bituminous Stabilized Base Course, Plant Mix Bituminous Stabilized Base Course, Plant Mix Bituminous Treated Earth Surface Bituminous Surface Plant Mix (Class B) Hot In-Place Recycling (HIR) – Surface Recycling	Oct. 1, 1973 Feb. 20, 1963 Jan. 1, 2007 Jan. 1, 2008 Jan. 1, 2012	Jan. 1, 2007 Jan. 1, 2007 Apr. 1, 2012
LR 400-3 LR 400-4 LR 400-5 LR 400-6 LR 400-7 LR 402		Full-Depth Reclamation (FDR) with Emulsified Asphalt Cold In-Place Recycling (CIR) With Emulsified Asphalt Cold In Place Recycling (CIR) with Foamed Asphalt Full-Depth Reclamation (FDR) with Foamed Asphalt	Apr. 1, 2012 Apr. 1, 2012 June 1, 2012 June 1, 2012	Jun. 1, 2012 Jun. 1, 2012
LR 402 LR 403-1		Salt Stabilized Surface Course Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	Feb. 20, 1963 Apr. 1, 2012	Jan. 1, 2007 Jun. 1, 2012
LR 403-2 LR 406		Bituminous Hot Mix Sand Seal Coat Filling HMA Core Holes with Non-shrink Grout	Aug. 1, 1969 Jan. 1, 2008	Jan. 1, 2007
LR 420 LR 442 LR 503-1 LR 503-2 LR 542 LR 663 LR 702		PCC Pavement (Special) Bituminous Patching Mixtures for Maintenance Use Crack Filling Bituminous Pavement with Fiber-Asphalt Furnishing Class SI Concrete Furnishing Class SI Concrete (Short Load) Pipe Culverts, Type (Furnished) Calcium Chloride Applied Construction and Maintenance Signs	May 12, 1964 Jan. 1, 2004 Oct. 1, 1991 Oct. 1, 1973 Jan. 1, 1989 Sep. 1, 1964 Jun. 1, 1958 Jan. 1, 2004	Jan. 2, 2007 Jun. 1, 2007 Jan. 1, 2007 Jan. 1, 2002 Jan. 1, 2002 Jan. 1, 2007 Jan. 1, 2007 Jun. 1, 2007
LR 1000-1 LR 1000-2		Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures Cold In-Place Recycling (CIR) and Full Depth Reclamation	Apr. 1, 2012	Jun. 1, 2012
LR 1004 LR 1030 LR 1032-1 LR 1102		(FDR) with Foamed Asphalt Mix Design Procedures Coarse Aggregate for Bituminous Surface Treatment Growth Curve Emulsified Asphalts Road Mix or Traveling Plan Mix Equipment	June 1, 2012 Jan. 1, 2002 Mar. 1, 2008 Jan. 1, 2007 Jan. 1, 2007	Jan. 1, 2007 Jan. 1, 2010 Feb. 7, 2008

#### **BDE SPECIAL PROVISIONS**

The following special provisions indicated by an "x" are applicable to this contract. An \* indicates a new or revised special provision for the letting.

<u>File</u> Name	<u>Pg.</u>	Special Provision Title	Effective	<u>Revised</u>
80240	ſ	Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274		Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192		Automated Flagger Assistance Device	Jan. 1, 2008	,,
* 80173		Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241	Manufal Ministry	Bridge Demolition Debris	July 1, 2009	an o por esta da carte 🖷 - carte esta de la carte d
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
* 80360	181	X Coarse Aggregate Quality	July 1, 2015	
80310		Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
80341		Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
80198		Completion Date (via calendar days)	April 1, 2008	
80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
80294		Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
80311		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80334	183	X Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277		Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261	184	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	187	X Contract Claims	April 1, 2014	
80029	188	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
80358	199	X Equal Employment Opportunity	April 1, 2015	
80265	203	X Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
* 80229	Colorado protectiva de la mila de la colorado por como de la colorado de la colorado por como de la colorado de la colorado por como de la colorado de la colorado de la colorado de la colorado de la colorado de la colorado de la colorado de la colorado de la colorado de la colorado de la colorado de la colorado de la colorado de la colorado de la colorado de la colorado de	Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80329		Glare Screen	Jan. 1, 2014	
80304		Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	207	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322		Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
80323	W. Alex, explore element -	Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
* 80347		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 1, 2015
80348	209	X Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315		Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80351		Light Tower	Jan. 1, 2015	
80336		Longitudinal Joint and Crack Patching	April 1, 2014	
80324		LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2015
80325	214	X LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
80045		Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342		Mechanical Side Tie Bar Inserter	Aug. 1, 2014	Jan. 1, 2015
80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80337		Paved Shoulder Removal	April 1, 2014	
80349		Pavement Marking Blackout Tape	Nov. 1, 2014	
80298		Pavement Marking Tape Type IV	April 1, 2012	
80254		Pavement Patching	Jan. 1, 2010	
80352		Pavement Striping - Symbols	Jan. 1, 2015	

<u>File</u> Name	<u>Pg.</u>		Special Provision Title	Effective	<u>Revised</u>
80359			Portland Cement Concrete Bridge Deck Curing	April 1, 2015	
80353			Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343			Precast Concrete Handhole	Aug. 1, 2014	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	224	X	Progress Payments	Nov. 2, 2013	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306			Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2015
80350	225	Х	Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	227	Х	Reinforcement Bars	Nov. 1, 2013	
80344			Rigid Metal Conduit	Aug. 1, 2014	
80354			Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340			Speed Display Trailer	April 2, 2014	•
* 80127	Andreas Andreas		Steel Cost Adjustment	April 2, 2004	July 1, 2015
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
* 80355			Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
80301			Tracking the Use of Pesticides	Aug. 1, 2012	
80356			Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338	229	Х	Training Special Provisions	Oct. 15, 1975	
80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80345		-	Underpass Luminaire	Aug. 1, 2014	April 1, 2015
* 80357			Urban Half Road Closure with Mountable Median	Jan. 1, 2015	July 1, 2015
80346			Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	232	X	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
* 80302	234	X	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071			Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 Supplemental Specifications and Recurring Special Provisions:

<u>File</u> <u>Name</u>	Special Provision Title	New Location	<b>Effective</b>	<u>Revised</u>
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01(b) and 1004.02(f)	April 1, 2012	April 1, 2013
80303	Granular Materials	Articles 1003.04, 1003.04(c), and 1004.05(c)	Nov. 1, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS #1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete – Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
80326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS #31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80319	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 1, 2014	
80333	Traffic Control Setup and Removal Freeway/Expressway	Articles 701.18(I) and 701.19(a)	Jan. 1, 2014	

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III

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- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation

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- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

# GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: March 6, 2015 Letting

Pg #	V	<u>File Name</u>	Title	Effective	<u>Revised</u>
		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	July 26, 2013
		GBSP 12	Drainage System	June 10, 1994	Jan 1, 2007
		GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Oct 30, 2012
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
235	X	GBSP 15	Three Sided Precast Concrete Structure	July 12, 1994	Dec 29, 2014
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP 17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP 18	Modular Expansion Joint	May 19, 1994	Dec 29, 2014
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	May 18, 2011
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	April 19, 2012
					April 30, 2012
			BSP 26Containment and Disposal of Lead Paint Cleaning ResiduesOct 2, 20BSP 28Deck Slab RepairMay 15,BSP 29Bridge Deck Microsilica Concrete OverlayMay 15,BSP 30Bridge Deck Latex Concrete OverlayMay 15,BSP 31Bridge Deck High-Reactivity Metakaolin (HRM) Conc OverlayJan 21,		Oct 15, 2011
					Dec 29, 2014
					Dec 29, 2014
					Dec 29, 2014
				Sept 2, 1994	Jan 31, 2012
		GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1994	Dec 29, 2012
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Feb 6, 2013
		GBSP 35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct 15, 2011
		GBSP 38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	Dec 29, 2014
		GBSP 42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Jan 3, 2014
		GBSP 43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Jan 3, 2014
		GBSP 44	Temporary Soil Retention System	Dec 30, 2002	May 11, 2009
		GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Feb 6, 2013
		GBSP 46	Geotextile Retaining Walls	Sept 19, 2003	July 26, 2013
238	X		Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Aug 29, 2014
	1	GBSP 55	Erection of Curved Steel Structures	June 1, 2007	<u>_</u>
<b></b>		GBSP 56	Setting Piles in Rock	Nov 14, 1996	April 19, 2012
		GBSP 57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	Dec 29, 2014
	1	GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	Jan 3, 2014
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Mar 6, 2009
		GBSP 61	Slipform Parapet	June 1, 2007	Dec 29, 2014
		GBSP 62	Concrete Deck Beams	June 13, 2008	Oct 9, 2009
		GBSP 64	Segmental Concrete Block Wall	Jan 7, 1999	Oct 30, 2012
	1	GBSP 65	Precast Modular Retaining Walls	Mar 19, 2001	Dec 29, 2014
		GBSP 67	Structural Assessment Reports for Contractor's Means and	Mar 6, 2009	
·			Methods		
		GBSP 70	Braced Excavation	Aug 9, 1995	May 18, 2011
L.		GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011

		GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Dec 29, 2014
239 X		GBSP 73	Cofferdams	Oct 15, 2011	
		GBSP 74	Permanent Steel Sheet Piling (LRFD)	Jan 31, 2012	Aug 17, 2012
		GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
241	X	GBSP 76	Granular Backfill for Structures	April 19, 2012	Oct 30, 2012
		GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls	April 19, 2012	Oct 22, 2013
			And Culverts		
		GBSP 78	Bridge Deck Construction	Oct 22, 2013	April 18, 2014
		GBSP 79	Bridge Deck Grooving (Longitudinal)	Dec 29, 2014	
		GBSP 80	Fabric Reinforced Elastomeric	Aug 29, 2014	

## LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

# The following Guide Bridge Special Provisions have been incorporated into the 2012 Standard Specifications:

File	Title	Std Spec
Name		Location
GBSP22	Cleaning and Painting New Metal Structures	506
GBSP36	Surface Preparation and Painting Req. for Weathering Steel	506
GBSP50	Removal of Existing Non-composite Bridge Decks	501
GBSP58	Mechanical Splicers	508
GBSP63	Demolition Plans for Removal of Existing Structures	501
GBSP68	Piling	512
GBSP69	Freeze-Thaw Aggregates for Concrete Superstructures Poured on Grade	1004

The following Guide Bridge Special Provisions have been discontinued or have been superseded:

File	Title	Disposition:
Name		
GBSP37	Underwater Structure Excavation Protection	Replaced by GBSP73
GBSP11	Permanent Steel Sheet Piling	Replaced by GBSP74
GBSP47	High Performance Concrete Structures	Discontinued
GBSP52	Porous Granular Embankment (Special)	Replaced by GBSP76
GBSP66	Wave Equation Analysis of Piles	Discontinued

# State of Illinois Special Provisions

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2015, the latest edition of the "Manual of Uniform Traffic Control Devices For Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein, which apply to and govern the construction of Section 12-00020-00-BR and in case of conflict with any part, or parts, of said specifications, the said Special Provisions shall take precedence and shall govern.

# LOCATION OF IMPROVEMENT

The Cuba Road Bridge Reconstruction project is located on Cuba Road (FAU 1260) in Section 28 of Cuba Township in the Village of Barrington Hills, Lake County, Illinois, approximately 2800 feet west of US Rte. 14. The net and gross length is 400 feet (0.08 miles).

# **DESCRIPTION OF IMPROVEMENT**

The work consists of removal of the existing bridge structure (No. 049-6049) carrying Cuba Road over Flint Creek and construction of a new bridge structure (No. 049-6054), earth excavation, pavement removal, construction of concrete structures, concrete superstructures, three-sided precast concrete structure, adjacent pavement reconstruction and drainage improvements, landscape restoration and all incidental and collateral work necessary to complete the improvements as shown on the plans and as described herein.

# PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

All existing drainage structures shall be kept free of debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as included in the pay item for inlet filters. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively of the "Standard Specifications".

During construction, if the Contractor's forces encounter or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the plans, they shall inform the Engineer. The Engineer shall direct the work necessary to maintain or replace the facilities in service, and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of non-compliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer direct the replacement of a facility, the necessary work and payment shall be done in accordance with Section 550, Section 601 and Article 104.02 respectively of the "Standard Specifications".

# SAFETY AND CONVENIENCE

The Contractor shall maintain entrances along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor, by complying with these requirements shall be considered as included in the cost of the contract and no additional compensation will be allowed.

Contractors shall plan their work so that there will be no open holes in the pavement and that all barricades will be removed from the roadway during non-working hours, except where required for public safety.

# PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall protect and restore property according to Article 107.20 of the "Standard Specifications" and the following:

**Trees and Shrubs:** Extra care shall be exercised when operating equipment around trees or shrubs. Injured branches or roots shall be pruned in a manner satisfactory to the Engineer and shall be painted where the cut was made. Roots exposed during excavating operations shall be neatly pruned and covered with topsoil. This work shall be done as soon as possible and shall be considered as incidental to the contract, and no additional compensation will be allowed.

# PROTECTION OF STREAMS, LAKES, RESERVOIRS, NATURAL AREAS, WETLANDS, PRAIRIE AREAS, SAVANNAHS, AND ENDANGERED AND THREATENED SPECIES

# CONCRETE WASHOUT FACILITY

**Description:** The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107.23 of the "Standard Specifications".

**General:** To prevent pollution by residual concrete and/or the byproduct of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision and LCDOT standard LC4202 included in these plans. Concrete washout facilities shall be required on all projects regardless of the need for NPDES permitting. On projects requiring NPDES permitting, concrete washout facilities shall also be addressed in the Storm Water Pollution Prevention Plan.

The concrete washout facility shall be constructed on the job site according to LC4202. The Contractor may elect to use a pre-fabricated portable concrete washout structure. The Contractor shall submit a plan for the concrete washout facility, to the Engineer for approval, a minimum of 10 calendar days before the first concrete pour. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate, or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

**Basis of Payment:** This work <u>will not</u> be paid for separately, but shall be included in the cost of the concrete work items included in the contract.

# COMPLETION DATE PLUS WORKING DAYS

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

"The Contractor shall open the new bridge structure to traffic by 11:59 PM on Friday, May 13<sup>th</sup>, 2016.

The contractor will be allowed to complete all clean-up work and punch list items within fifteen (15) working days after the completion date for opening the bridge to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the bridge to traffic, may be completed within the working days allowed for clean-up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer."

Article 108.09 shall apply to both the completion date and the number of working days.

# **OPENING OF SECTION OF HIGHWAY TO TRAFFIC**

Work under construction shall be opened to traffic according to Article 107.29 of the "Standard Specifications" and the following:

The Contractor shall work expeditiously to open traffic lanes closed due to roadwork. The Engineer shall be the sole judge of when a lane is ready to be opened to traffic. The opening of a lane to traffic shall be in accordance to Section 107.29 of the "Standard Specifications".

Roadwork requiring a closure of a lane, which has been opened previously to traffic, will be allowed at the discretion of the Engineer and under the following conditions:

- 1. The lane closure shall only be in effect while workers are present in or near the closed lane.
- 2. The closed lane will be reopened to traffic at the end of the workday.
- 3. All traffic control devices pertaining to the lane closure shall be removed from the roadway at the end of the workday.

# **DEWATERING**

**Description.** This work shall consist of all dewatering within the project limits as required for the duration of the project. Water shall be directed to a Dewatering Structure at locations proposed by the Contractor and approved by the Engineer. The Contractor may either pump or trench to the dewatering areas. It will be the responsibility of the Contractor to provide written documentation to the Engineer detailing the proposed dewatering method and the proposed sediment and erosion control measures to be implemented. The Contractor shall obtain the approval of the Engineer prior to implementing the proposed dewatering plan. The sediment and erosion control measures in regard to dewatering as approved by the Engineer shall be included in the contract unit price for DEWATERING.

Upon completion of the project or the removal of erosion and sediment control devices, the Contractor will be responsible for excavating and disposing of all sediment that has been trapped in the Temporary Dewatering Area to the satisfaction of the Engineer.

**Materials.** The Dewatering Structure shall consist of a dewatering filter bag sized for the appropriate hose according to the manufacturer's specifications and recommendations. Filter bags shall be 8 ounce non-woven needle-punched geotextile with double stitched searns with a fabric that has an AOS of 70 US sieve and 100 gpm/sf water flow. Care shall be taken so the bags do not rupture due to high pumping rates or high sediment loads. A polymer log shall be placed inside the dewatering structure prior to the start of dewatering, and shall be replaced and paid for according to the special provision FLOCCULATION LOGS.

Method of Measurement & Basis of Payment. Dewatering shall not be measured for payment, but will be included in the EARTH EXCAVATION or STRUCTURE EXCAVATION pay items with which the dewatering operations are associated, which price shall include any required dewatering for the duration of the project, including all labor, equipment, and materials required.

# **TOPSOIL FURNISH AND PLACE, 6"**

**Description:** This work shall consist of furnishing, excavating, transporting and placing topsoil.

**Materials:** The topsoil shall be furnished from outside the right-of-way and shall meet the requirements of Article 1081.05(a) of the "Standard Specifications".

**General:** The work shall be performed according to Section 211 of the "Standard Specifications" and the following:

The work shall also comply with the "Illinois State Agency Historic Resources Preservation Act" (Public Act 86-707, effective January 1, 1990). Under this Act:

- 1. The Contractor shall complete an Environmental Survey Request Form for Borrow/Waste/Use Areas (BDE form 2289 4/15/10 included herein), along with all required attachments, and submit them to the Engineer at the earliest possible date.
- 2. The Engineer shall submit the Environmental Survey Request to the Illinois Department of Transportation for review and approval. Any costs incurred associated with said review and approval will be borne by the Contractor.
- 3. The Contractor shall not begin work on any Borrow/Use areas until the Environmental Survey Request has been approved.

The Contractor shall collect one representative soil sample from the proposed growing surface which shall be analyzed by an agricultural laboratory approved by the Engineer. The Contractor shall submit the proposed laboratory name and address to the Engineer at the pre-construction conference. The soils analysis shall include (but is not limited to) the recommended application rates of nitrogen and potassium fertilizer nutrients.

Plan quantities reflect a 6" thick topsoil placement in all disturbed areas.

**Method of Measurement:** Topsoil Furnish and Place will be measured for payment in square yards according to Article 211.07 of the "Standard Specifications".

**Basis of Payment:** This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 6". *The cost of the soil analysis will not be paid for separately, but will be included in the cost of* TOPSOIL FURNISH AND PLACE, 6". *The unit price shall include all equipment, materials and labor required to furnish and place the topsoil.* 

# EROSION CONTROL BLANKET

**Description:** This work shall consist of furnishing, installing, and maintaining the erosion control blanket of the material type noted. See the special provision for "Seeding" for additional requirements.

# Materials:

- A. Erosion control blanket shall be S75BN Single Net Straw Blanket, a 9.3 lb. lenowoven biodegradable jute top netting with 100% straw fiber matrix.
- B. Erosion control blanket staples for Seeding, Class 3 seed mix areas shall be E-Staples, 6" in length, composed of Polyhydroxyalkanoate (PHD) plastic and 100% biodegradable from microbial activity in accordance with ASTM D5338 and ASTM D5271.
- C. Erosion control blanket staples for Seeding, Class 4A and Seeding, Class 4B seed mix areas shall be hardened steel staples, U shaped, 6" long by 1" wide, 11 gauge minimum.

# PERIMETER EROSION BARRIER

**Description:** This work shall consist of constructing, removing and disposing of perimeter erosion barrier as part of the project's temporary erosion control system.

**General:** The work shall be performed according to Section 280 of the "Standard Specifications" and the following:

The perimeter erosion barrier shall be limited to temporary silt filter fence meeting the requirements of AASHTO Standard M 288-00. This specification is applicable to the use of a geotextile as a vertical, permeable interceptor designed to remove suspended soil from overland water flow. The function of a temporary silt fence is to filter and allow settlement of soil particles from sediment-laden water. The purpose is to prevent the eroded soil from being transported off the construction site by water runoff.

All removed materials shall be disposed of outside the right-of-way according to Article 202.03 of the "Standard Specifications".

# Materials:

Geotextile Requirements: The geotextile used for the temporary silt fence shall be classified as supported (with a wire or polymeric mesh backing) or unsupported (no backing). The temporary silt fence geotextile shall meet the requirements of Table 6 included below. All numeric values except Apparent Opening Size (AOS) represent Minimum Average Roll Values (MARV as defined in ASTM D4439). The values for AOS are the Maximum Average Roll Values.

Table 6 - Temporary Silt Fence Requirements

		Unsupported Silt Fence		
Requirements	Test Methods	Geotextile Elongation >=50% <sup>b</sup>	Geotextile Elongation <50% <sup>b</sup>	
Maximum Post Spacing		4 feet	6 feet	
Grab Strength	ASTM D 4632			
Machine direction		124 lbs	124 lbs	
X-Machine direction		100 lbs	100lbs	
Permittivity <sup>c</sup>	ASTM D 4491	0.05 sec <sup>-1</sup>	0.05 sec <sup>-1</sup>	
Apparent Opening Size	ASTM D 4751	0.024in maximum average roll value		
Ultraviolet stability (retained strength)	ASTM D 4355	70% after 500 hours of exposure		

Notes:

- a) Silt fence support shall consist of 14-guage steel wire with a mesh backing of 6" x 6" or prefabricated polymeric mesh of equivalent strength.
- b) As measured according to ASTM D 4632.
- c) These default filtration property values are based on empirical evidence with a variety of sediments. For environmentally sensitive areas, a review of previous experience and/or site or regionally specific geotextile tests should be performed by the agency to confirm suitability of these requirements.

Support Posts: The support posts may be composed of wood, steel or a synthetic material. The posts shall be a minimum length of 3 feet plus the buried depth. They shall have sufficient strength to resist damage during installation and to the support the applied loads due to material build up behind the silt fence.

- 1) Hardwood posts shall be a minimum of 2" x 2"
- 2) No. 2 southern pine posts shall be a minimum of 2.6" x 2.6"
- 3) Steel posts may be U, T, L, or C shape, weighing 1.3 lbs per foot.

## **Construction:**

The silt fence shall be installed with a minimum height above ground of 30". The geotextile at the bottom of the fence shall be buried, in a "J" configuration to a minimum depth of 6", in a trench so that no flow can pass under the silt fence. The trench shall be backfilled and the soil compacted over the geotextile.

The geotextile shall be spliced together with a sewn seam or two sections of fence may be overlapped instead. The sewn seam shall be positioned only at a support post.

The Contractor must demonstrate to the satisfaction of the Engineer that the geotextile can withstand the anticipated sediment loading.

The posts shall be placed per the IDOT spacing requirements indicated above. The posts shall be driven or placed a minimum of 20" into the ground. The depth shall be increased to 24" if the fence is placed on a slope of 3:1 or greater. If the 20" depth is impossible to obtain, the posts shall be adequately secured to prevent overturning of the fence due to sediment loading.

The support fence shall be securely fastened to the upslope side of the fence post. The support fence shall extend from the ground surface to the top of the geotextile.

When un-supported fence is used, the geotextile shall be securely fastened to the fence posts.

Field monitoring shall be performed to verify that the placement of an armor system does not damage the geotextile.

Silt fences should be continuous and transverse to the flow. The silt fence should follow the contours of the site as closely as possible. The fence shall also be placed such that run off cannot flow around the end(s) of the fence.

The silt fence should be located so that the drainage area is limited to an area equivalent to 1000 square feet for each 10 feet of fence length. Caution should be used where the site slope is greater than 1:1, and/or water flow rates exceed 0.1 cubic feet per second for each 10 feet of fence length.

# Maintenance:

The Contractor shall inspect all temporary silt fences immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall immediately correct any deficiencies.

The Contractor shall also make a daily review of the location of silt fences in areas where construction activities have altered the natural contour and drainage runoff to ensure that the silt fences area properly located for effectiveness. Where deficiencies exist as determined by the Engineer, additional silt fence shall be installed as directed by the Engineer.

Damaged or otherwise ineffective silt fences shall be repaired or replaced promptly.

Sediment deposits shall either be removed when the deposit reaches half the height of the fence or a second silt fence shall be installed as directed by the Engineer.

The silt fence shall remain in place until the Engineer directs it to be removed. After the fence removal, the Contractor shall remove and dispose of any excess sediment accumulations, dress the area to give it a pleasing appearance, and cover with vegetation all bare areas according to the contract requirements.

The removed silt fence may be used at other locations provided the geotextile and other material requirements continue to be met to the satisfaction of the Engineer.

Method of Measurement: This work will be measured for payment in place in feet.

**Basis of Payment:** This work will be paid for at the contract unit price per foot for PERIMETER EROSION BARRIER. *The unit price shall include all work and materials necessary to properly install the barrier, maintain the barrier throughout construction, and to remove and dispose of the used materials at the completion of the project.* 

### AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Effective: April 1, 2001 Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

**"402.10 For Temporary Access.** The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimension and grades specified below, except as modified by the plans or as directed by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Add the following to Article 402.12 of the Standard Specifications:

"Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified."

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

"Aggregate surface course for temporary access will be paid for at the contract unit price per ton for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE), or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access.

# AGGREGATE SHOULDERS, TYPE B, 6" (LCDOT)

**Description:** This work shall consist of furnishing, placing, shaping, and compacting aggregate on a prepared subgrade adjacent to the edges of the completed pavement structure or stabilized shoulder.

**Materials:** The aggregate shall meet the requirements of Article 1004.04 of the "Standard Specifications" except that:

The aggregate material shall be limited to crushed gravel or crushed stone. The plasticity index requirements and the requirement to add water at the central mixing plant will be waived.

**General:** The work shall be performed according to Section 481 of the "Standard Specifications".

**Method of Measurement:** Aggregate Shoulders, Type B, 6" will be measured for payment in square yards according to Article 311.08(b) of the "Standard Specifications" except that payment will not be made for aggregate outside the plan width.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard for AGGREGATE SHOULDERS, TYPE B, 6". *The unit price shall include all equipment, materials and labor required to furnish and place the aggregate shoulder.* 

## FORM LINER TEXTURED SURFACE

**Description:** This work will consist of providing a textured finish on exposed cast-in-place or precast concrete surfaces.

**Materials:** The materials shall meet the requirements of Article 503.02 of the "Standard Specifications" and the following:

The patterning of the form liner shall appear natural and non-repeating. Seam lines or match lines caused from two or more molds coming together will not be apparent when viewing the final wall.

The molds shall not compress more than ¼ inch when concrete is poured at a rate of ten vertical feet per hour. The molds shall be removable without causing any deterioration of the surface or the underlying concrete.

The forms shall be constructed so that the completed concrete structures conform to the shape, lines and dimensions of the components of the approved pattern. The forms shall be properly braced or tied together to maintain position and shape. The forms shall be made sufficiently tight to prevent leakage of the mortar. The formwork shall have the strength and stability to ensure the finished concrete dimensions are within the tolerances specified herein.

Manufacturer	Pattern Number	Pattern Name
Custom Rock International 1156 Homer Street	Pattern Number 12005	Bearpath Coursed Stone
St. Paul, Minnesota 55116 (800) 637-2447 <u>www.custom-rock.com</u>	Pattern Number 12010	Minnehaha Blend
Fitzgerald Formliners 1341 East Pomona Street	Pattern Number 17910	Antietam Drystack
Santa Ana, California 92705 (714) 547-6710 www.formliners.com	Pattern Number 17911	San Diego Drystack
<u>Greenstreak</u> 3400 Tree Court Industrial Boulevard St. Louis, Missouri 63122 (800) 325-9504 <u>www.greenstreak.com</u>	Pattern Number 328	Dry Stack Random Stone

The following form liner suppliers and patterns for the textured surface have been approved:

The form ties shall be made of either metal or fiberglass. Metal ties, which result in a portion of the tie permanently embedded in the concrete, shall be designed to separate at least one inch back from the finished surface, leaving only a neat hole that can be plugged with patching material. The Contractor shall submit the type of form ties to the Engineer, for approval prior to use in this work,

The joints shall be colored to simulate real mortar.

Class SI concrete used for cast-in-place structures shall contain a high range waterreducing admixture meeting the requirements of Article 1021.03(c) of the "Standard Specifications" to obtain a 5" - 7" slump. **Sample Panel:** The Contractor shall select a form liner pattern from above or propose an equivalent form liner. The form liner shall meet the requirements of Article 503.06(a) and the following:

For a proposed equivalent the Contractor shall submit to the Engineer one specification and catalog cut sheet for the style(s) of architectural form liner proposed for use on the project. Note that the same style of form liner shall be used on all surfaces within the project limits. The submittal shall be made no later than 14 calendar days from the date of notification to proceed with the contract. Upon receipt of the information, the Engineer, in consultation with the Village will have 30 calendar days to approve and notify the Contractor of which style of form liner is to be used on the project.

Upon receipt of notification of the style of form liner to be used or if the Contractor is proposing a form liner from the pre-approved list, he/she shall submit a proposed procedure for obtaining the simulated finish. The procedure shall include plans and details for the form liner pattern and dimensions, and be submitted for the Engineer's approval no later than 30 calendar days from the date of notification of approval of the style type. If such plans and details are not satisfactory to the Engineer, the Contractor shall make any changes as may be required by the Engineer at no additional cost to the Department.

Upon approval of the form liner plans and details, the Contractor shall submit a 3' by 3' (minimum) sample concrete panel of the simulated stone masonry finish. The sample panel shall be delivered and positioned on the job site at a location to be determined by the Engineer. The sample shall also include the concrete stain if it is included in the contract.

**General:** The work shall be performed according to Article 503.06 of the "Standard Specifications" and the following:

The form liners shall be installed according to the manufacturers' recommendations to achieve the highest quality concrete appearance possible. The form liners shall withstand the concrete placement pressures without leakage, physical or visual defects. The Contractor shall clean the form liners, removing any buildup prior to each use. The Contractor shall inspect each form for blemishes or tears and make repairs as needed following manufacturer's recommendations.

The Contractor shall install the form liners with less than ¼ inch separation between them. The molds shall be attached securely to the forms following manufacturer's recommendations. The panels shall be attached to each other with flush seams and seams filled as necessary to eliminate visible evidence of seams in the cast concrete.

The liner butt joints shall be blended into the pattern so as to eliminate visible vertical or horizontal seams and conspicuous form butt joint marks. The liner joints shall fall within pattern joints or reveals. The finished textures shall be continuous without visual disruption and properly aligned over adjacent and multiple liner panels. Continuous or single liner panels shall be used where liner joints may interrupt the intended pattern. Panel remnants shall not be pieced together.

The Contractor shall notify the Engineer at least 48 hours prior to placing concrete. Concrete shall not be placed until the Engineer has inspected the formwork and the placement of reinforcing bars for compliance with the plans.

The Contractor shall apply the form release agent to all surfaces of the form liner which will come in contact with concrete, according to the manufacturers' recommendations.

The Contractor shall employ proper consolidation methods to ensure the highest quality finish. Internal vibration shall be achieved with a vibrator of appropriate size, the highest frequency, and low - moderate amplitude. Concrete placement shall be in lifts not to exceed 1.5 feet. Internal vibrator operation shall be at appropriate intervals and depths and withdrawn slowly enough to assure a minimal amount of surface air voids and the best possible finish without causing segregation. An external form vibrator may be required to assure the proper results. The use of an external form vibrator must be approved by the form liner manufacturer and the Department.

The Contractor shall coordinate concrete pours to prevent visible differences between individual pours or batches. Concrete pours shall be continuous between construction or expansion joints. Cold joints shall not occur within continuous form liner pattern fields.

The form liners shall be stripped between 12 and 24 hours as recommended by the manufacturer. When stripping the forms the Contractor shall avoid creating defects in finished surface.

Wall ties shall be coordinated with the liner and form to achieve the least visible result. Place form ties at thinnest points of molds (high points of finished wall). Neatly patch the remaining hole after disengaging the protruding portion of the tie so that it will not be visible after coloring the concrete surface.

Where an expansion joint must occur at a point other than at mortar or rustication joints, such as at the face of concrete texture, which is to have the appearance of stone, consult manufacturer for proper treatment of expansion material.

Curing methods shall meet the requirements of Article 1020.13 of the "Standard Specifications" and be compatible with the desired aesthetic result. The use of curing compounds will not be allowed. No rubbing of flat areas or other repairs should be required after the form removal. The finished exposed formed concrete surfaces shall be free of visible vertical seams, horizontal seams, and butt joint marks. Grinding and chipping of finished formed surfaces shall be avoided.

**Method of Measurement:** Form Liner Textured Surfaces will be measured for payment in place and the area computed in square feet.

**Basis of Payment:** This work will be paid for at the contract unit price per square feet for FORM LINER TEXTURED SURFACE. The unit price shall include all equipment, materials and labor required to complete the textured surface on the exposed concrete surface.

## **CONSTRUCTION ACCESS**

**Description:** This work shall consist of furnishing, installing, and maintaining construction access between the existing road pavement and disturbed areas of the project site in accordance with the "Temporary Construction Entrance" detail included in the plans.

**Materials:** The aggregate shall meet the requirements of Article 1004.04 of the "Standard Specifications".

**Method of Measurement:** Construction Access for the project will be measured for payment in place for each access required and installed in accordance with the detail.

**Basis of Payment:** This work will be paid for at the contract unit price per each for CONSTRUCTION ACCESS. The unit price shall include all equipment, materials and labor required to complete the work as described above and noted in the detail.

# **REMOVE EXISTING FLARED END SECTION**

**Description:** This work shall consist of removing the existing flared end section, toe block, and appurtenances and properly disposing of the associated materials offsite in accordance with Section 551 of the Standard Specifications.

**Method of Measurement:** This work will be measured for payment per each flared end section removed.

**Basis of Payment:** This work will be paid for at the contract unit price per each for REMOVE EXISTING FLARED END SECTION. *The unit price shall include all equipment, materials and labor required to remove the flared end section as noted.* 

# SILANE SURFACE SEALER

**Description:** This work shall consist of cleaning the concrete surface by sandblasting and applying a concrete sealer in accordance with 503.19.

Materials: Materials shall be in accordance with the following:

## (a) Silane Sealer

Clear, monomeric compound containing 100 percent solids. Use 1 of following products or approved equal:

- 1. Sil-Act ATS-100 manufactured by Advanced Chemical Technologies, Inc.
- 2. Hydrozo 100 manufactured by BASF Construction Chemicals, LLC
- 3. Protectosil BHN manufactured by Evonik Industries.

## (b) Manufacturer's Certification

Submit written certification from manufacturers that materials comply with

environmental regulations applicable at Site.

### Delivery, Storage, and Handling

(a) Deliver, store, and handle materials according to manufacturer's recommendations and in such manner as to prevent damage to materials and structure.

(b) Deliver materials to Site in original containers and packaging with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing.

(c) Store materials in original, undamaged containers in clean, dry, protected, cool, well-ventilated location on raised platforms with weather-protective coverings, within temperature range required by manufacturer and away from sources of ignition. Protect stored materials from direct sunlight. Manufacturer's standard packaging and covering is not considered adequate weather protection.

(d) Keep containers tightly sealed when not in use, as atmospheric moisture will react with and alter surface sealer solution.

(e) Remove and replace materials that cannot be applied within stated shelf life, or that are damaged or otherwise unsuitable.

(f) Conspicuously mark damaged or opened containers or containers with contaminated materials, and remove from Site as soon as possible.

(g) Dispose of unused or unsuitable materials in accordance with manufacturer's recommendations and governing environmental regulations. Do not flush debris or surface sealer down existing drains.

## **CONSTRUCTION REQUIREMENTS**

## **General Requirements**

(a) Prepare surfaces and apply surface sealers per manufacturer's written instructions.

(b) Environmental Limitations: Apply surface sealer within range of ambient and substrate temperatures recommended by surface-sealer manufacturer. Do not apply surface sealer under following conditions, unless otherwise recommended by surface-sealer manufacturer and approved by Engineer.

1. To substrates that are damp or wet, or that have dew, frost, snow, or ice on them. 2. To substrates below 50 degrees F or less than 5 degrees F above dew point, or

above 90 degrees F.

3. When ambient temperature is below 50 degrees F, or is predicted to fall below 50 degrees F within 8 hours after application, or is above 90 degrees F.

4. When rain, snow, fog, or mist is predicted within 24 hours.

5. When wind speeds are at or above 15 miles per hour, or if windy conditions exist that may cause surface sealer to be blown onto vegetation or surfaces not intended to be treated.

(c) Handle and install materials in strict accordance with safety requirements required by surface sealer manufacturer, Material Safety Data Sheets, and local, state, and federal rules and regulations. Maintain Material Safety Data Sheets with materials in storage area and available for ready reference at Site.

1. Strictly prohibit smoking materials, electrical devices, etc., during delivery, application, and drying phase of combustible liquids.

2. Provide dry-chemical fire extinguishers and clearly post "No Smoking" signs in Work area during surface sealer application and curing.

# **Surface Preparation**

(a) Surfaces to be sealed shall be clean, dust-free, and dry. Air compressors shall be equipped with suitable separators, traps, or filters which remove water, oil, grease, or other substances from air lines.

(b) Verify that patches have cured and aged for minimum time period recommended by surface-sealer manufacturer.

(c) Silane surface sealer:

1. Concrete surfaces shall air dry after being wet for at least 3 days before applying sealer. Traffic may be permitted on the deck during drying period.

2. Substructure surfaces shall be cleaned by light sandblast. Exercise care to avoid pockmarking concrete surface.

(d) Immediately before applying surface sealer, remove surface contaminants by local light sandblast and clean surface with compressed air blast.

(e) Prepared surface shall be approved by surface-sealer manufacturer's technical representative.

# **Silane Sealer Application**

(a) Protect traffic, personnel, and vegetation from wind-driven overspray.

(b) Apply silane with low-pressure (15 to 25 pounds per square inch) spray equipment. Prior to use, thoroughly clean spray equipment, tanks, and hoses, and make free of water, foreign matter, and oily residues. Flush with anhydrous alcohol or small amounts of silane.

(c) Apply first at cracks, construction joints, and repair patch perimeters not sealed with sealant or epoxy; adjust nozzle of hand-spray unit to produce concentrated stream of silane to saturate cracks and joints.

(d) Apply silane to saturate concrete surface without puddling, in uniform manner, using low-pressure spray equipment, brushes, and rollers. Use brooms and squeegees to achieve even distribution. Do not alter or dilute material. Comply with manufacturer's written instructions for using airless spraying procedure.

(e) On vertical and overhead surfaces, apply from bottom up, with controlled rundown of about 8 inches, with hand-spray unit, brushes, and rollers.

(f) Use brushes and rollers at edges of application area to avoid overspray on adjacent surfaces.

(g) If silane application is not completed at 1 time, clearly mark location where application is terminated.

(h) Allow silane to dry for at least 12 hours before exposing to vehicular, construction, or pedestrian traffic.

**Method of Measurement:** Silane Surface Sealer will be measured by square yard of concrete surface area to which sealer is applied.

**Basis of Payment:** The accepted quantities of this work will be paid for at the contract unit prices per square yard (square yard) of concrete surface to which sealer is applied for SILANE SURFACE SEALER. The cost of sandblasting substructure surfaces, cleaning surfaces by sandblasting and with compressed air, and applying silane sealer, including all

materials, labor, equipment, and necessary incidentals, shall be included in the Silane Surface Sealer pay item.

## POROUS GRANULAR EMBANKMENT, SPECIAL

**Description:** This work shall consist of furnishing and placing porous granular embankment as backfill for all areas excavated for the proposed structure, both inside and outside of the limits of the STRUCTURE EXCAVATION pay item.

**Materials:** The aggregate shall meet the requirements of Article 1004.05 of the "Standard Specifications" except as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, or Crushed Concrete meeting the requirements of the following table will be permitted.

Sieve Size	Percent Passing
6"*	97 +/- 3
4″	90+/- 10
2″	45 +/- 25
#200	5 +/- 5
* 7 7 7 7 7	t t t t t 1

\* For undercut less than 6", sieve size may be 4".

2. Crushed Gravel meeting the requirements of the following table will be permitted.

Percent Passing
97 +/- 3
90+/- 10
55 +/- 25
30 +/- 20
5 +/- 5

\* For undercut less than 6", sieve size may be 4".

Steel slag and other expansive materials will not be permitted.

Crushed Gravel shall be defined as meeting a target of 97% with +/-3% variance for one-face or more crushed according to Crushed Particle Content: ASTM D 5821 (Illinois Modified).

**Equipment:** A vibratory roller meeting the requirements of Article 1101.01(g) of the "Standard Specifications" shall be used to roll each lift of material.

**General:** The work shall be performed according to Section 207 of the "Standard Specifications" and the following:

A vibratory roller shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate keying has been obtained.

Porous Granular Embankment, Special shall be used in all widening and pavement reconstruction areas as shown on the plans. Undercut and PGE placement in addition to the plan thickness will be done as field conditions warrant. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown in the plans.

**Method of Measurement:** Porous Granular Embankment, Special will be measured for payment in cubic yards according to Article 311.08(b) of the "Standard Specifications".

**Basis of Payment:** This work will be paid for at the contract unit price per cubic yards for POROUS GRANULAR EMBANKMENT, SPECIAL. *The unit price shall include all equipment and labor required to furnish and place the porous granular embankment.* 

# STAINING CONCRETE STRUCTURES

**Description:** This work shall consist of staining permanently exposed surfaces of designated concrete structures to replicate actual stone masonry.

The stain shall match the colors of natural limestone. The stain mix shall also achieve the color variations present in natural limestone. Final coloration of the cast stone concrete surface shall accurately simulate the appearance of real stone including the multiple colors, shades, flecking, and veining that are apparent in real stone. It shall also simulate the colors that may be present from aging, e.g. staining from oxidation, rusting and/or organic staining from soil and vegetation.

**Materials:** The stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight and/or weathering. The stain shall be odor free and V.O.C. compliant. The stain shall meet the requirements for weathering resistance of 2000 hours accelerated exposure.

**Sample Panel:** Upon receipt of notification of the style of form liner to be used the Contractor shall submit a proposed procedure for obtaining the simulated finish using the approved architectural form liner style and stain - see the special provision for FORM LINER TEXTURED SURFACE. The procedure shall include plans and details for the form liner pattern and dimensions, and be submitted for the Engineer's approval no later than 30 calendar days following the date of notification of approval of the form liner style type. If such plans and details are not satisfactory to the Engineer, the Contractor shall make any changes as may be required by the Engineer at no additional cost to the Department.

Upon approval of the form liner plans and details, the Contractor shall submit a 3' by 3' (minimum) sample concrete panel of the simulated stone masonry finish to include staining. The sample panel shall be delivered and positioned on the job site at a location to be determined by the Engineer.

**General:** The surfaces to be stained shall be structurally sound, clean, dry, and fully cured. The concrete shall be at least 30 days old prior to applying the stain. Curing agents shall be removed a minimum of 14 days prior to staining to allow the concrete to dry out.

Temperature and relative humidity conditions shall meet the manufacturer's application instructions. Do not apply the stain under rainy conditions or within three days after surfaces become wet from rainfall or other moisture. Do not apply when the weather is foggy or overcast.

The concrete surface shall be cleaned prior to the applying the stain materials. The methods and materials used for cleaning the substrate shall be as recommended by the manufacturer of the stain. The Contractor shall insure that the surface is free of latency, dirt, dust, grease, efflorescence, paint, or other foreign material. The Contractor shall not use sandblasting as a cleaning method. The preferred method to remove latency is pressure washing with water, at a minimum 3000 psi (3-4 gal/min), using fan nozzle. The nozzle should be positioned perpendicular to and at a distance of 1-2 feet from the concrete surface. The cleaned surface shall be free of blemishes, discoloration, surface voids and unnatural form marks.

The stain shall be thoroughly mixed according to the manufacturer's directions using an airdriven or other explosion-proof power mixer. Mix all containers thoroughly prior to application. Do not thin the material. Materials shall be applied at the rate as recommended by the manufacturer. Absorption rates may be increased or decreased depending upon the surface texture and porosity of the substrate so as to achieve even staining.

A test area of ten square feet shall be prepared and the stain applied to the surface to verify the surface preparation, adhesion and color. Once the Engineer has approved the results from the test area the application of the stain to the rest of the exposed surfaces may be completed.

Take precautions to ensure that workmen and work areas are adequately protected from fire and health hazards resulting from handling, mixing and application of materials. Furnish all the necessary equipment to complete the work. Provide drop cloths and other forms of protection necessary to protect all adjoining work and surfaces to render them completely free of overspray and splash from the concrete stain work. Any surfaces, which have been damaged or splattered, shall be cleaned, restored, or replaced to the satisfaction of the Engineer.

Avoid staining the "mortar joints" by providing suitable protection over the joints during the staining process.

Schedule the color stain application with earthwork and back-filling of any wall areas making sure that all simulated stone texture that might fall below grade is colored prior to back-filling. Delay adjacent plantings until color application is completed. Coordinate work to permit coloring applications without interference from other trades. Where exposed soil or pavement is adjacent which may spatter dirt or soil from rainfall, or where surface may be subject to over-spray from other processes, provide temporary cover of completed work.

**Method of Measurement:** The exposed surfaces stained, will be measured in place and the area computed in square feet.

**Basis of Payment:** This work will be paid for at the contract unit price per square feet for STAINING CONCRETE STRUCTURES. *The unit price shall include all equipment, materials and labor required to stain the exposed concrete surfaces.* 

## **CHAINLINK FENCE REMOVAL**

**Description:** This work shall consist of complete removal of the existing chainlink fence, fence posts, and associated foundations at locations indicated in the plans and properly disposing of the associated materials offsite.

**Method of Measurement:** This work will be measured for payment per foot for the linear footage of fence line removed.

**Basis of Payment:** This work will be paid for at the contract unit price per foot for CHAINLINK FENCE REMOVAL. *The unit price shall include all equipment, materials and labor required to completely the work.* 

### DRILL & GROUT #6 TIE BARS

**Description:** This work shall consist of furnishing and placing tie bars between proposed CRC Pavement, 8" and proposed PCC Pavement, 6".

**Materials:** The tie bars shall meet the requirements of Article 1006.11 of the "Standard Specifications".

**General:** The work shall be performed according to Section 606 of the "Standard Specifications", IDOT Standard Drawing 606001, IDOT Standard Drawing 420001 and the following:

**Method of Measurement:** Tie Bars will be measured for payment in place and the actual number of bars installed counted.

**Basis of Payment:** This work will be paid for at the contract unit price per each for TIE BARS. *The unit price shall include all equipment, labor and materials required to install the tie bars.* 

## SEDIMENT CONTROL, SILT CURTAIN

**Description:** This work shall consist of furnishing, installing, maintaining, and removing the proposed silt curtain within Flint Creek as shown in the engineering plans in accordance with the "Turbidity Curtain" detail included in the plans. Material requirements and other conditions of construction shall be as indicated in the detail.

**Method of Measurement:** This work will be measured for payment per each silt curtain installed at locations indicated in the plans.

**Basis of Payment:** This work will be paid for at the contract unit price per each for SEDIMENT CONTROL, SILT CURTAIN. *The unit price shall include all equipment, materials and labor required to complete the work described.* 

### **TEMPORARY INFORMATION SIGNING**

Effective: November 13, 1996 Revised: January 2, 2007

#### Description.

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

#### Materials.

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

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

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

### **GENERAL CONSTRUCTION REQUIRMENTS**

#### Installation.

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

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

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's

operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

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

#### Method Of Measurement.

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

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

Basis Of Payment.

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

### LONGITUDINAL JOINT SEALANT

**General:** Furnish all labor, materials, tools and equipment, and perform all work necessary to seal and caulk joints and cracks, including back-up fillers, as shown on the Plans (including Details "B", "C", and "D") and specified herein, in accordance with these Specifications. Substrates to be caulked include, but are not limited to, cast-in-place or precast concrete.

**Quality Assurance:** Contractor must have a minimum of five (5) years experience in installation of similar caulking and sealants, and jobs of similar size.

The Contractor shall meet with the Sealant Manufacturer's qualified representatives, prior to commencing with the work, to assure that all applications are in conformance with the Manufacturer's recommendations. The Manufacturer's qualified representatives shall periodically visit the job site during the course of the work to verify the proper installation of the sealant compounds.

All materials shall be delivered to the job site in manufacturer's sealed packaging and stored in an enclosed shelter providing protection from damage and exposure to the elements. Damaged or deteriorated materials shall be removed from the job site.

**Materials:** All materials used in combination, i.e., sealants with backer rods, or sealants with primers shall be in conformance with Sealant Manufacturer's printed instructions. Sealant Manufacturer must be consulted prior to application.

Joint Sealant for Sealing Exposed Surfaces: ASTM C920 two-part polyurethane shall be MasterSeal NP 2 (formerly Sonolastic NP 2) by BASF, SIKAFLEX 2c NS manufactured by Sika Corporation, Vulkem 227 manufactured by Tremco Commercial Sealants & Waterproofing, or an approved equal. Sealant color shall match the existing substrate.

Joint Sealant for Sealing Buried Joints or Surfaces: ASTM C920, Type M, Grade NS, Class 25, two-component polysulfide suitable for long-term submersion in water. Use Synthacalk GC2+ manufactured by Pecora Corporation, Tammsflex NS / SL manufactured by The Euclid Chemical Company, or an approved equal. Sealant color shall be black or other color that contrasts with the concrete substrate.

Joint Primer, Sealer and Cleaner: Type recommended by the manufacturer of the sealing or caulking compound for the specified joint surface and conditions.

Bond Breaker: Polyethylene tape.

Backer Rod: Extruded closed-cell polyethylene foam.

### **CONSTRUCTION REQUIREMENTS**

**Preparation:** All surfaces to receive the joint sealants shall be examined by the Contractor. Any surfaces which are found to be unsuitable for installation of the joint sealants shall be brought to the attention of the Engineer. Application or installation of the material constitutes acceptance of the surface of the substrate.

All surfaces to receive sealants shall be clean, dry, free of any loose materials, dirt, dust, laitance, rust, oil, frost, and other contaminants.

Concrete and masonry surfaces accepting the cove sealant for membrane installation shall be cleaned by power wire brushing, and blast clean with oil free compressed air to remove the dust of cleaning. Cleaning solvents shall not be used on the concrete or masonry.

Use a primer on surfaces to receive joint sealants in accordance with the recommendations of the sealant manufacturer.

Test applications shall be made at the beginning of the joint sealant work, in all types of prepared joints, by the Contractor, to determine if preparation steps have been adequate for optimum sealant adhesion. These test applications shall be approved by the Engineer prior to the start of work.

Application: Install all materials in accordance with the manufacturer's printed instructions.

Install bond breakers and backer rods where shown on the drawings and in locations and of the type recommended by the sealant manufacturer to prevent bond of sealant to surfaces where such bond might impair the performance of the sealant.

Application of joint sealant materials shall be made by cartridge-type caulking guns.

Compounds shall not be installed below surface and ambient temperatures of 40 degrees F (or below the minimum installation temperature recommended by the manufacturer whichever is higher), unless specifically approved by the Engineer. Compounds also shall not be installed above surface and ambient temperatures of 100 degrees F.

Run the sealant beads sufficiently slow enough to be certain that the entire cavity is filled from the bottom up. Air pockets or voids along the edges are not acceptable.

Tool sealant surfaces to the shapes shown, or if none is shown, to flush or slightly concave surface.

All surfaces adjacent to sealants shall be protected, unless otherwise approved by the Engineer. Use pressure sensitive tape to prevent staining of adjacent surfaces, or spillage and migration of sealant out of the joints.

As work progresses remove excess sealant and clean adjoining surfaces as may be required to eliminate any indication or soiling or migration. Remove all masking and other protection and clean up any remaining defacement caused by the work.

At the conclusion of sealing and caulking work clean up all debris, refuse and surplus material and remove same from the premises.

**Method of Measurement:** Joints or surfaces receiving joint sealant will be measured for payment in feet, measured along the sealed joint.

**Basis for Payment:** Payment for LONGITUDINAL JOINT SEALANT will be made at the contract unit price per foot, which shall include all labor, equipment, tools and incidentals necessary to complete the work as specified. Cost of longitudinal joint sealant to be installed with backer rod between the precast concrete segments shall be included with the three-sided precast concrete structure cost.

## PREFORMED JOINT FILLER

**General:** This work shall consist of installing preformed joint filler between the proposed concrete pavement and the concrete bridge parapet. The work shall conform with Section 520 as well as the parameters of the special provision for LONGITUDINAL JOINT SEALANT indicated above.

**Method of Measurement:** Joints or surfaces receiving PREFORMED JOINT FILLER will be measured for payment in feet, measured along the filled joint.

**Basis of Payment:** This work will be paid for at the contract unit price per foot for PREFORMED JOINT FILLER. The unit price shall include all equipment, materials, and labor required to complete the work as specified.

## **REMOVING AND RESETTING STREET SIGNS**

**Description:** This work shall consist of removing and relocating existing street signs.

**General:** This work shall consist of removing and relocating existing street signs as noted in the engineering plans. The new location of each street sign shall be approved by the Engineer. Each relocated sign shall be installed on a new 1¾" telespar post. The new post shall be embedded no more than 24" into the ground. Replacement sign panels shall be provided meeting the requirements of the Manual of Uniform Traffic Control Devices, latest edition.

The existing sign and sign post shall be removed and disposed of according to the requirements of Article 202.03 of the "Standard Specifications".

**Method of Measurement:** This work will be measured for payment as each sign removed and replaced.

**Basis of Payment:** This work will be paid for at the contract unit price per each for REMOVING AND RESETTING STREET SIGNS. The unit price shall include all equipment, materials and labor required to remove the existing sign and sign post and install the new sign and sign post. No additional compensation will be allowed for any temporary relocation or for the removal and disposal of the existing materials.

## **SLEEPER SLAB**

**General:** This work shall consist of constructing a sleeper slab per the Bridge Approach Pavement Connector Detail at the locations shown on the plans and as directed by the Engineer. This work shall be performed in accordance with the applicable portions of Section 420 of the Standard Specifications, the details in the plans and as herein specified.

Concrete shall be Class SI meeting the requirements of Section 1020. Reinforcement Bars shall be Grade 60 meeting the requirements of Section 1006.10 and shall be provided per the detail.

Method of Measurement: This work will be measured in square yards.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard for SLEEPER SLAB. The unit price shall include all equipment, materials, and labor required to complete the work as specified.

### FLOCCULATION LOGS FLOCCULATION POWDER

**Description:** This work shall consist of furnishing and applying Flocculation Logs and/or Flocculation Powder on the project site to minimize soil erosion, bind soil particles, remove suspended particles, and act as a construction aide.

**Materials:** The polymer shall be a water soluble anionic polyacrylamide (PAM). PAMs are manufactured in various forms to be used on specific soil types. Using the wrong PAM may result in performance failures. All site specific soils shall be tested by a Certified

Professional in Erosion and Sediment Control (CPESC) each time a PAM is used. The following measures shall be adhered to:

- a) Toxicity: All vendors and suppliers of PAM, PAM mix, or PAM blends, shall supply a written toxicity report, which verifies that the PAM, PAM mix or PAM blends, exhibits acceptable toxicity parameters which meet or exceed the requirements for the State and Federal Water Quality Standards. <u>Cationic formulations of PAM, PAM</u> <u>blends, polymers or Chitosan are not allowed.</u>
- b) Performance: All vendors and suppliers of PAM, PAM mix or PAM blends shall supply written "site specific" testing results, demonstrating that a performance of 95% or greater of nephelometric turbidity units (NTU) or total suspended solids (TSS) is achieved from samples taken. In addition to soil testing, a CPESC shall design the installation plan for the polymers based on mix time and point of entry.
- c) Safety: PAM shall be mixed and/or applied in according to all Occupational Safety and Health Administration (OSHA) material safety data sheet (MSDS) requirements and the manufacturer's recommendations for the specified use.

## **Construction Requirements:**

<u>Flocculation Powder Dry Form Application</u>: Dry form powder may be applied by hand spreader or mechanical spreader. Pre-mixing of dry form PAM into fertilizer, seed or other soil amendments is allowed when approved by the CPESC. The application method shall insure uniform coverage of the target area. Application rates typically range from 10 - 18pounds per acre.

<u>Flocculation Powder Hydraulically Applied Application</u>: PAM is typically used as part of hydraulically applied slurry containing at least mulch and seed to quickly establish vegetation (temporary or permanent). When used without seed, PAM provides temporary erosion protection for cut & fill surfaces. Application rates typically range from 10 - 18 pounds per acre.

<u>Flocculation Powder Installation constraints</u>: Flocculation Powder shall be applied to nonfrozen soil surfaces, only. An unfrozen soil surface is defined as any exposed soil surface free of snow, standing water, ice crystals, etc.., which is comprised of discrete soil particles unbound to one another by surface or intestacy ice. The temperature shall be at least 40° F, when <u>hydraulically</u> applying the Flocculation Powder

<u>Flocculation Log Installation</u>: A Flocculation Log is a semi-hydrated polyacrylamide block that is placed within storm water and/or construction site drainage to remove fine particles and reduce NTU values. Placement of Flocculation Logs should be as close to the source of particle suspension as possible. Ideal performance of the Flocculation Logs occurs when the product is used in conjunction with other best management practices (BMPs). Each Flocculation Log is specifically formulated for the soil and water chemistry at the site. Soil and water samples will determine which formula Flocculation Log is needed. The samples will also aid in determining proper placement.

<u>Flocculation Products Maintenance plan</u>: As with any other BMP, this system will need to have a maintenance plan in place. The Contractor shall perform the following items as directed by the Engineer:

- 1. Reapplication of Flocculation Powder to disturbed areas
- 2. Reapplication of Flocculation Powder to temporary areas
- 3. Replacement of Flocculation Logs
- 4. Adjustments to the Storm Water Pollution Prevention Plan

**Method of Measurement:** An estimated quantity of Flocculation Logs is included in the summary of quantities to establish a unit price only. A typical dry log weighs about 10 pounds and is approximately  $5^{\circ} \times 4^{\circ} \times 12^{\circ}$ . Payment will be made based on the actual number of logs used. An estimated quantity of Flocculation Powder is included in the summary of quantities to establish a unit price only. Payment will be made based on the actual actual quantity (weight) of powder applied.

**Basis of Payment:** FLOCCULATION LOGS will be paid for at the contract unit price per each. FLOCCULATION POWDER will be paid for at the contract unit price per pound. *Payment will be based on the actual number of logs and/or the actual weight of the powder used without a change in unit price because of adjustment in plan quantities, and no extra compensation will be allowed for any delays, inconveniences or damage sustained by the Contractor in performing the work. The unit price shall include all equipment, materials and labor required to furnish and apply flocculation logs and/or flocculation powder.* 

## PRECAST STONE COPING, SPECIAL

**Description:** This item shall conform to the requirements of Section 504, Precast Concrete Structures, and Section 1020, Portland Cement Concrete, of the Standard Specifications (adopted January 1, 2012), except as modified herein.

**General:** This work shall consist of the furnishing and installation of the precast railing components, which include the precast stone coping (or rail caps). This work shall also include all setting and patching grouts, and hardware necessary to complete the work.

**Materials:** Course Aggregate for Precast Capstones: A river run, rounded pea gravel with 3/8 in. (10 mm) maximum size.

**Submittals:** Precast mix designs shall be submitted to the Engineer for approval 14 days prior to precast concrete casting.

**Construction Procedures:** The Contractor or precast concrete supplier shall coordinate and field verify all dimensions, as necessary. This coordination is anticipated to be performed during precast capstone (rail cap) fabrication, as field adjusted dimensions may be required based on actual dimensions of the cast-in-place concrete walls below the capstones.

Form oils or form release agents must be compatible and non-deleterious to later silane penetrations. Form release residue shall be removed by light sandblasting prior to precast installation.

Lifting inserts are prohibited in the precast members. Lifting and handling shall be performed using suitable nylon lifting straps.

**Basis of Payment:** Payment for precast concrete work items, listed below, will be made at Contract unit price per foot for the size, shape and type specified in the Plans for PRECAST STONE COPING, SPECIAL, which payment shall constitute full compensation for manufacturer's certification and testing, handling, transporting, shipping, furnishing and installing the precast concrete and all materials, labor, tools, equipment and incidentals necessary to complete the work.

### TRAFFIC CONTROL AND PROTECTION (ARTERIALS)

Effective: February 1, 1996 Revised: March 1, 2011

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

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain, and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

<u>Method of Measurement</u>: All traffic control (except Traffic control and Protection (Expressways)) and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

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

Temporary pavement markings will be paid for separately unless shown as a Standard.

### TRAFFIC CONTROL PLAN

Effective: September 30, 1985 Revised: January 1, 2007

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

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices,

Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

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

STANDARDS:701006-05Off-Rd Operations, 2L, 2W, 15' (4.5m) to 24" (600 mm)701011-04Off-Rd Moving Operations, 2L, 2W, Day Only701301-04Lane Closure, 2L, 2W, Short Time Operations701311-03Lane Closure 2L, 2W Moving Operations – Day Only701901-04Traffic Control Devices

<u>DETAILS</u>: TC-10 Traffic Control & Protection for Side Roads, Intersections, and Driveways TC-13 Typical Pavement Markings TC-21 Detour Signing for Closing State Highways

<u>SPECIAL PROVISIONS</u>: Maintenance of Roadways Public Convenience and Safety Traffic Control and Protection (Areterials) Temporary Information Signing

### AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012 Revised: March 3, 2015

Add the following Section to the Standard Specifications:

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

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

303.02 Materials. Materials shall be according to the following.

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

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

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

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

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

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

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

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

undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

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

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

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

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

Add the following to Section 1004 of the Standard Specifications:

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

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

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

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

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

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

Effective: November 1, 2011 Revised: November 1, 2013

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

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

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

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

Effective: June 26, 2006 Revised: January 1, 2013

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

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

Asphalt     Asphalt Grade       Test     Grade GTR     GTR 64-28
--

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

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

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

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

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

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

"(c)	RAP Materials (	(Note 3)	
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Add the following note to 1030.02 of the Standard Specifications:

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

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

Effective: November 1, 2013

Article 1020.15 shall not apply.

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

Effective: January 1, 2013 Revised: November 1, 2014

#### 1) Design Composition and Volumetric Requirements

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

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

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

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

"The mixture composition used shall be IL-19.0."

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

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

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

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

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

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

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

Revise the ninth paragraph of Article 406.14 of the Standard Specifications to read: "Test strip mixture will be evaluated at the contract unit price according to the following."

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

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

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

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

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

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

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

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

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

1/ Uses 19.0L binder mix.

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

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

"1030.02 Materials. Materials shall be according to the following.

Item A	vrticle/Section
(a) Coarse Aggregate	
(b) Fine Aggregate	1003.03

(c) RAP Material	
(d) Mineral Filler	
(e) Hydrated Lime	1012.01
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2)	1032
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

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

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

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

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

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

High ESAL, MIXTURE COMPOSITION (% PASSING) 1/										
Sieve Size	IL-19.	0 mm	SM IL-12.	A <sup>4/</sup> 5 mm	SM IL-9.8	A <sup>4/</sup> 5 mm	IL-9.5	i m <b>m</b>	1L-4.7	5 mm
	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 <sup>5/</sup>	16	32 <sup>5/</sup>	34 <sup>6/</sup>	52 <sup>2/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 μm)			12	16	12	18				
#50 (300 μm)	6	15					4	15	15	30
#100 (150 μm)	4	9					3	10	10	18
#200 (75 μm)	3	6	7.0	9.0 <sup>3/</sup>	7.5	9.5 <sup>3/</sup>	4	6	7	9 <sup>3/</sup>
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

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

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

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

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

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

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

VOLUMETRIC REQUIREMENTS High ESAL					
	Voids in the Mineral Aggregate Voids Filled (VMA), with % minimum Asphalt				
Ndesign	IL-19.0	Binder (VFA), %			
50			18.5	65 – 78 <sup>2/</sup>	
70	13.5	15.0		65 - 75	
90	.0.0	10.0		00-70	

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

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

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

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

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

#### "(3) SMA Mixtures.

	Volumetric Re SM/		
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
80 4/	3.5	<u> </u>	75 - 83

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

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

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

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

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

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

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

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

Note 1. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition

asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

- Note 2. The G<sub>sb</sub> used in the voids in the mineral aggregate (VMA) calculation shall be the same average G<sub>sb</sub> value listed in the mix design.
- Note 3. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident.
- Note 4. The WMA compaction temperature for mixture volumetric testing shall be 270 ± 5 °F (132 ± 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 ± 5 °F (132 ± 3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature, it shall be reheated to standard HMA compaction temperatures."

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

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

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

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

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

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement

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

- 1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.
- 2/ 92.0 % when placed as first lift on an unimproved subgrade."

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

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

- 1/ Based on washed ignition oven.
- 2/ Does not apply to IL-4.75.
- 3/ SMA also requires the 3/8 in. (9.5 mm) sieve."

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

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

## 2) Design Verification and Production

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

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

AASHTO T 324 Hamburg Wheel Test

AASHTO T 283 Tensile Strength Test

Add the following to Article 1030.04 of the Standard Specifications:

"(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a

verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department's verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

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

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

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

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

- 1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.
- Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.

For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

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

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

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

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

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

The limitations between the JMF and AJMF are as follows.

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

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

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

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

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

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

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

"(b) Low ESAL Mixtures."

Add the following to Article 1030.06 of the Standard Specifications:

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

conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

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

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

#### Method of Measurement:

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

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G<sub>mb</sub>."

#### Basis of Payment.

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

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

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

## MAINTENANCE OF ROADWAYS

Effective: September 30, 1985 Revised: November 1, 1996

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

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

## PUBLIC CONVENIENCE AND SAFETY (DIST 1)

Effective: May 1, 2012 Revised: July 15, 2012

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

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

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

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

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

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

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

Effective: November 1, 2012 Revise: April 2, 2015

Revise Section 1031 of the Standard Specifications to read:

#### "SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved

processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve . RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.

- (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
- (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

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

- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

(b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present. However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

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

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

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
  - (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
  - (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.

(3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.
  - (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.
  - (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

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

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

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

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

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

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

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

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

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

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

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

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not

be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

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

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

The Engineer will notify the Contractor of observed deficiencies.

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

Test Parameter	Acceptable Limits of Precision	
% Passing: <sup>17</sup>	FRAP	RAS
1/2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	3.0%
No. 200	2.2%	2.5%
Asphalt Binder Content	0.3%	1.0%
G <sub>mm</sub>	0.030	

1/ Based on washed extraction.

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

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

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

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
  - (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.

- (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
- (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

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

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

- (a) FRAP. The use of FRAP in HMA shall be as follows.
  - (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
  - (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
  - (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
  - (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High

and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.

- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

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

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

Max Asphalt Binder Replacement for FRAP with RAS Combination

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

4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 percent.

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

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

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

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

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within  $\pm$  0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.
  - (1) Dryer Drum Plants.
    - a. Date, month, year, and time to the nearest minute for each print.
    - b. HMA mix number assigned by the Department.

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

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

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

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications"
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded, FRAP, or single sized will not be accepted for use as Aggregate Surface Course and Aggregate Shoulders."

## SLIPFORM PAVING (D-1)

Effective: November 1, 2014

Revise Article 1020.04 Table 1, Note (5) of Standard Specifications to read:

"The slump range for slipform construction shall be 1/2 to 1 1/2 in."

Revise Article 1020.04 Table 1 (metric), Note (5) of Standard Specifications to read:

"The slump range for slipform construction shall be 13 to 40 mm."

## STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987 Revised: January 24, 2013

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

Name of Utility	Туре	Location	Estimated Duration of Time for the Completion of Relocation or Adjustments
Nicor Gas Engineering Department 1844 Ferry Road Naperville, IL 60563-9600 Attention: Constance Lane 630-388-3830	Gas main	South side of Cuba Road	20 Working Days
Commonwealth Edison Co. 1500 Franklin Blvd. Libertyville, IL 60048 Attention: Ferdinand Reyes	Electricity	STA 38+46, 38+58, & 39+66	20 Days

847-816-5579			
AT&T Legal Mandate Department 1000 Commerce Dr. Floor 1 Oak Brook, IL 60523 Attention: Sandra Spendal 630-573-5422	Telephone	STA 38+46, 38+58, & 39+66	20 Days
Comcast 688 Industrial Drive Elmhurst, IL 60126 Attention: Pat Goheen 847-789-0972	Cable TV	STA 38+46, 38+58, & 39+66	20 Days

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

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

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

## IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)

Effective: August 1, 2012 Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is **1**. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.



# Illinois Department of **Natural Resources**

Pat Quinn, Governor Marc Miller, Director

One Natural Resources Way Springfield, Illinois 62702-1271 http://dnr.state.il.us

## Office of Water Resources • 2050 West Stearns Road • Bartlett, Illinois 60103

November 30, 2011

Mei Zhu Gewalt Hamilton Associates, Inc. 850 Forest Edge Drive Vernon Hills, Illinois 60061

Gewalt Mamilton

DEC 0 2 2011

Dear Ms. Zhu:

Associates, Inc.

## Cuba Road Bridge Replacement over Flint Creek, Village of Barrington Hills

Thank you for your November 11, 2011 letter regarding the above-referenced project. The project site is located in the Northeast Quarter of Section 28, Township 43 North, Range 9 East of the Third Principal Meridian in Lake County.

The subject project requires an Illinois Department of Natural Resources, Office of Water Resources permit as the drainage area of Flint Creek exceeds one sq. mi. in an urban area. Also, at the project site Flint Creek has a "non-designated" floodway. Therefore, we concur that replacement of the Cuba Road bridge may be permissible under Statewide Permit No. 12 (SW12). Please pay particular attention to Special Condition No. 3, which requires that the project not include any appreciable raising of the profile of the approach roads unless there is no existing condition over-the-road flow for flood events up to and including the 100-year frequency event. A formal permit is needed if the project is not permissible under SW12.

The above determination does not exempt the project from meeting the requirements of any other local, state or federal agency. Information on regional permits, statewide permits and general permits can be found on our web site at <u>http://dnr.state.il.us/owr.</u>

If you have any questions regarding this letter, please contact Bruno Athmanathan of my staff at 847/608-3100 x-2025.

Sincerely,

a Garv W. Jereb, P.E., Chief

Northeastern Illinois Regulatory Programs

GJ/BA:

Cc: Lake County Stormwater Management Commission Village of Barrington Hills Engineering Department



## WATERSHED DEVELOPMENT PERMIT NUMBER Permit #14-04-089 HAS BEEN SECURED

## Project: Cuba Road Bridge Over Flint Creek

Date Issued: November 4, 2014

Lat/Long: 42.17611, -88.18528

**PIN No.:** 1328200016

- Conditions: Install and maintain all SE/SC measures • Minimize environmental impacts
- Issued By: Robert D. Gardiner, PE, CFM Permit Engineer

Kurt A. Woolford, PE, CFM, LEED AP Chief Engineer

## Notice to Contractors and Owners

Post this card at the site, visible from the street and so located as to permit the inspector to record the indicated inspections on the placard. Do not post in the interior of a building.

Inspectors and sheriff's deputies are instructed to stop all work where this permit card is not displayed.

Always mention the Watershed Development Permit number when referring to this project. If this card becomes mislaid or lost please contact Lake County Stormwater Management Commission for a replacement.

Lake County Stormwater Management Commission (847) 377-7705



#### STORMWATER MANAGEMENT COMMISSION

November 4, 2014

Mr. Robert Kosin Village of Barrington Hills rkosin@barringtonhills-il.gov

Subject: SMC Watershed Development Permit #14-04-089 Cuba Road Bridge over Flint Creek Reconstruction

## PERMIT ISSUANCE

Dear Mr. Kosin:

Accompanying this letter is the required Watershed Development Permit. This approval is subject to the conditions on the back of the permit including the following:

- Provide prior notification to Brian Cook (of the SMC) of the pre-construction meeting at least 5 calendar days in advance to enable SMC attendance. The refund for the \$240 pre-construction deposit can be requested, in writing, after the meeting. The \$720 deposit, minus any and all assessed fees, can be requested, in writing, after permanent site stabilization and approval of an as-built submittal.
- Coordinating with the SMC Inspector prior to start of dewatering operations
- Impacts to Waters of the United States are not permitted unless a permit from the U.S. Army Corps of Engineers is received prior to any such impact. Please provide SMC with a copy of the final permit when available.
- The following item will be requested at the preconstruction meeting:
  - Designated Erosion Control Inspector contact information
- The DECI shall provide weekly reports to the SMC Inspector. At a minimum, the reports shall include photographs and evaluation of critical areas, as directed by the SMC Inspector, including:
  - o Dewatering activities
  - o Sediment free discharge
  - Erosion control of disturbed area
- Provide as-built plans of the bridge replacement showing any deviations from the permitted plan set, floodplain fill (if any) and required compensatory storage.
- Keeping copies of the native vegetation seed tags and/or landscaper invoices clearly showing the species of native vegetation that were planted. This information will be required during the as-built review stage.
- Typical As-Built requirements are summarized on the attached checklist.

500 W. Winchester Road • Libertyville, Illinois 60048 • 847/377-7700 • FAX 847/984-5747

• Please be advised that DECI inspections are required until final as-built approval.

This approval is based on the plans entitled:

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, PLANS FOR PROPOSED FEDERAL AID PROJECT, FAU ROUTE 1260 (CUBA ROAD), CUBA ROAD BRIDGE RECONSTRUCTION AT FLINT CREEK, SECTION 12-00020-00-BR, PROJECT NOS. BRM-4003(105)/(106)/(107), VILLAGE OF BARRINGTON HILLS, LAKE COUNTY, D/C-91-083-13 & R-91-006-13, prepared by Gewalt Hamilton Associates, last revised 10/28/14, 19sheets (no structural sheets), electronic format.

We would like to be of assistance. Do not hesitate to contact Brian Cook at (847)377-7702 if you have questions or would like to set up the pre-construction meeting.

If you have any additional concerns that have not been addressed by the regulatory staff, you may contact Chief Engineer Kurt Woolford <u>kwoolford@lakecountyil.gov</u> or Executive Director Michael Warner <u>mwarner@lakecountyil.gov</u> at (847) 377-7700.

If you would like to provide feedback regarding the SMC permit/inspection process please go to: (password – *survey*)

http://www.lakecountyil.gov/Stormwater/Pages/PermitProcessSurvey.aspx

http://www.lakecountyil.gov/Stormwater/Pages/InspectionProcessSurvey-.aspx

Sincerely,

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

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Robert D. Gardiner, P.E., CFM Permit Engineer

Attachment As-Built Checklist

C: Mei Zhu – GHA Irma Terry – GHA Mike Murphy -- USACE

Kurt Woolford, P.E., CFM Chief Engineer

500 W. Winchester Road • Libertyville, Illinois 60048 • 847/377-7700 • FAX 847/984-5747

## As-built Review Checklist

Revised April 25, 2005

Please provide the following information, where applicable, when submitting asbuilt plans to Lake County Stormwater Management Commission (SMC) for approval. Please ensure that the as-built information is annotated onto the permitted construction plans and is not a stand-alone current conditions exhibit.

Spot elevations, contours, and cross-sections for cut and fill areas located in the Regulatory Floodplain
Floodplain cut and fill calculations based on the as-built survey
<ul> <li>Spot elevations and contours for all constructed detention and water quality treatment facilities, including:</li> <li>2-yr and 100-yr water elevation contours</li> <li>Flared end section and restrictor inverts</li> <li>Detailed topography for the emergency overflow spillway</li> <li>Top of berm spot elevations surrounding detention facility</li> </ul>
Detention volume calculations based on the as-built survey
Storm sewer locations, sizes, inverts and rim elevations
Top of curb elevations at locations of overland flow paths
Overland flow path (swale) as-built cross-section survey (A minimum of 2 cross-sections with at least 3 points, one on either bank and one at the invert)
Low floor elevations/lowest adjacent grade elevations for structures adjacent to Regulatory Floodplain, overland flow paths, or detention facilities
Verification of at least 90% coverage, on an areal basis, of plants comprising a minimum of 50% of the native vegetation seed list as approved on the permitted plan set at the end of the second full growing season.



#### DEPARTMENT OF THE ARMY

CHICAGO DISTRICT, CORPS OF ENGINEERS 231 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60604-1437

REPLY TO ATTENTION OF:

January 2, 2015

Technical Services Division Regulatory Branch LRC-2013-00184

SUBJECT: Request Authorization to Impact 0.015 Acres of Kildeer Creek for the Cuba Bridge Replacement Project Located at the Intersection of West Cuba Road and Merri Oaks Road in Barrington Hills, Lake County, Illinois

Robert Kosin Village of Barrington Hills 112 Algonquin Road Barrington Hills, IL 60010

Dear Mr. Kosin:

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your notification for authorization under the Regional Permit Program (RPP), submitted on your behalf by Gewalt Hamilton Associates, Inc. This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 3 & 7 and the overall RPP under Category I of the Regional Permit Program. The activity may be performed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP.

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification as shown on the plans entitled "State of Illinois, Department of Transportation, Division of Highways, Plans for Proposed Federal Aid Project, FAU Route 1260 (CUBA ROAD), Cuba Road Bridge Reconstruction at Flint Creek, Section 12-00020-00-BR, Project Nos. BRM-4003(105)/(106)/(107), Village of Barrington Hills, Lake County, D/C-91-083-13 & R-91-006-13, Sheets 1,2, 4, 9-13, 32-39, 40-45, & 72" dated September 26, 2014, prepared by Gewalt Hamilton. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the Lake County Stormwater Management Commission (LCSMC)'s written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site. You shall notify this office and the SMC of any changes or modifications to the approved plan set. Please be aware that field conditions during project construction may require the implementation of additional SESC measures for further protection of aquatic resources. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.

You shall complete the following requirements:

1. You shall schedule a preconstruction meeting with LCSMC to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site.

2. You shall notify the LCSMC of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. Enclosed are the IEPA Section 401 Water Quality Certification conditions. If you have any questions regarding Section 401 certification, please contact Mr. Dan Heacock at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-3362.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Melyssa R. Navis of my staff by telephone at 312-846-5533, or email at melyssa.r.navis@usace.army.mil.

Sincerely,

Digitally signed by CHERNICH.KATHLEEN.G.1230365 616 Date: 2015.01.06 14:39:06 -06'00'

Kathleen G. Chernich Chief, East Section Regulatory Branch

Enclosures

Copy Furnished:

Lake County Stormwater Management Commission (Kurt Woolford) Lake County Planning, Building and Development Department (Steve Crivello) Gewalt Hamilton Associates, Inc. (Irma Terry)

## PERMIT COMPLIANCE



## CERTIFICATION

Permit Number:LRC-2013-184Permittee:Village of Barrington Hills

Date: January 2, 2015

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and if applicable, compensatory wetland mitigation was completed in accordance with the approved mitigation plan.<sup>1</sup>

PERMITTEE

DATE

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers Chicago District, Regulatory Branch 231 South LaSalle Street, Suite 1500 Chicago, Illinois 60604-1437

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

<sup>1</sup> If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.



#### US Army Corps of Engineers<sup>®</sup> Chicago District

## GENERAL CONDITIONS APPLICABLE TO THE 2012 REGIONAL PERMIT PROGRAM

The permittee shall comply with the terms and conditions of the Regional Permits and the following general conditions for all activities authorized under the RPP:

1. <u>State 401 Water Quality Certification</u> - Water quality certification under Section 401 of the Clean Water Act may be required from the Illinois Environmental Protection Agency (IEPA). The District may consider water quality, among other factors, in determining whether to exercise discretionary authority and require an Individual Permit. Please note that Section 401 Water Quality Certification is a requirement for projects carried out in accordance with Section 404 of the Clean Water Act. Projects carried out in accordance with Section 10 of the Rivers and Harbors Act of 1899 do not require Section 401 Water Quality Certification

On March 2, 2012, the IEPA granted Section 401 certification, with conditions, for all Regional Permits, except for activities in certain waterways noted under RPs 4 and 8. The following conditions of the certification are hereby made conditions of the RPP:

- 1. The applicant shall not cause:
  - a) a violation of applicable water quality standards of the Illinois Pollution Control Board Title 35, Subtitle C: Water Pollution Rules and Regulations;
  - b) water pollution defined and prohibited by the Illinois Environmental Protection Act;
  - c) interference with water use practices near public recreation areas or water supply intakes;
  - d) a violation of applicable provisions of the Illinois Environmental Protection Act.
- 2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.
- 3. Except as allowed under condition 9, any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all State statutes, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by the Illinois EPA. Any backfilling must be done with clean material placed in a manner to prevent violation of applicable water quality standards.
- 4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent soil erosion during construction shall be taken and may include the installation of sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining a NPDES Stormwater Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of (1) one or more acres, total land area. A NPDES Stormwater Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Illinois EPA's Division of Water Pollution Control, Permit Section.
- 5. The applicant shall implement erosion control measures consistent with the Illinois Urban Manual (IEPA/USDA, NRCS; 2011, http://aiswcd.org/IUM/index.html).
- 6. The applicant is advised that the following permits(s) must be obtained from the Illinois EPA: The applicant must obtain permits to construct sanitary sewers, water mains, and related facilities prior to construction.
- 7. Backfill used in the stream-crossing trench shall be predominantly sand or larger size material, with less than 20% passing a #230 U.S. sieve.
- 8. Any channel relocation shall be constructed under dry conditions and stabilized to prevent erosion prior to the diversion of flow.
- 9. Backfill used within trenches passing through surface waters of the State, except wetland areas, shall be clean course aggregate, gravel or other material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material may be used only if:
  - a) particle size analysis is conducted and demonstrates the material to be at least 80% sand or larger size material, using #230 U.S. sieve; or
  - b) excavation and backfilling are done under dry conditions.
- 10. Backfill used within trenches passing through wetland areas shall consist of clean material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material shall be used to the extent practicable, with the upper six (6) to twelve (12) inches backfilled with the topsoil obtained during trench excavation.
- 11. Any applicant proposing activities in a mined area or previously mined area shall provide to the IEPA a written determination regarding the sediment and materials used which are considered "acid-producing material" as defined in 35 II. Adm. Code,

Subtitle D. If considered "acid-producing material," the applicant shall obtain a permit to construct pursuant to 35 Il. Adm. Code 404.101.

- 12. Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/stream banks, or 3) placed in waters of the State.
- 13. Applicants that use site dewatering techniques in order to perform work in waterways for construction activities approved under Regional Permits 1 (Residential, Commercial and Institutional Developments), 2 (Recreation Projects), 3 (Transportation Projects), 7 (Temporary Construction Activities), 9 (Maintenance) or 12 (Bridge Scour Protection) shall maintain flow in the stream during such construction activity by utilizing dam and pumping, fluming, culverts or other such techniques.
- 14. In addition to any action required of the Regional Permit 13 (Cleanup of Toxic and Hazardous Materials Projects) applicant with respect to the "Notification" General Condition 22, the applicant shall notify the Illinois EPA Bureau of Water, of the specific activity. This notification shall include information concerning the orders and approvals that have been or will be obtained from the Illinois EPA Bureau of Land (BOL) for all cleanup activities under BOL jurisdiction, or for which authorization or approval is sought from BOL for no further remediation. This Regional Permit is not valid for activities that do not require or will not receive authorization or approval from the BOL.

2. <u>Threatened and Endangered Species</u> - If the District determines that the activity may affect Federally listed species or critical habitat, the District will initiate section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) in accordance with the Endangered Species Act of 1973, as amended (Act). Applicants shall provide additional information that would enable the District to conclude that the proposed action will have no effect on federally listed species.

The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Act, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at www.fws.gov/midwest/Endangered. Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Review all documentation pertaining to the species list, provide the rationale for your effects determination for each species, and send the information to this office for review.

If no species, their suitable habitats, or critical habitat are listed, then a "no effect" determination can be made, and section 7 consultation is not warranted. If species or critical habitat appear on the list or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may effect" the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

Projects in Will, DuPage, or Cook Counties that are located in the recharge zones for Hine's emerald dragonfly critical habitat units may be reviewed under the RPP, with careful consideration due to the potential impacts to the species. All projects reviewed that are located within 3.25 miles of a critical habitat unit will be reviewed under Category II of the RPP. Please visit the following website for the locations of the Hine's emerald dragonfly critical habitat units in Illinois. http://www.fws.gov/midwest/endangered/insects/hed/FRHinesFinalRevisedCH.html

3. <u>Historic Properties</u> - In cases where the District determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity may require an Individual Permit. A determination of whether the activity may be authorized under the RPP instead of an Individual Permit will not be made until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the District with the appropriate documentation to demonstrate compliance with those requirements.

Non-Federal permittees must include notification to the District if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the permit application must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing permit submittals, the District will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. Based on the information submitted and these efforts, the District shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

The District will take into account the effects on such properties in accordance with 33 CFR Part 325, Appendix C, and 36 CFR 800. If all issues pertaining to historic properties have been resolved through the consultation process to the satisfaction of the District, Illinois Historic Preservation Agency (IHPA) and Advisory Council on Historic Preservation, the District may, at its discretion, authorize the activity under the RPP instead of an Individual Permit.

Applicants are encouraged to obtain information on historic properties from the IHPA and the National Register of Historic Places at the earliest stages of project planning. For information, contact:

Illinois Historic Preservation Agency 1 Old State Capitol Plaza Springfield, IL 62701-1507 (217) 782-4836 www.illinoishistory.gov

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity, you must immediately notify this office of what you have found, and to the maximum extent practicable, stop activities that would adversely affect those remains and artifacts until the required coordination has been completed. We will initiate the Federal, Tribal and State coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. <u>Soil Erosion and Sediment Control</u> - Measures shall be taken to control soil erosion and sedimentation at the project site to ensure that sediment is not transported to waters of the U.S. during construction. Soil erosion and sediment control measures shall be implemented before initiating any clearing, grading, excavating or filling activities. All temporary and permanent soil erosion and sediment control measures shall be maintained throughout the construction period and until the site is stabilized. All exposed soil and other fills, and any work below the ordinary high water mark shall be permanently stabilized at the earliest practicable date.

Applicants are required to prepare a soil erosion and sediment control (SESC) plan including temporary BMPs. The plan shall be designed in accordance with the Illinois Urban Manual, 2011 (http://aiswcd.org/IUM/index.html). Practice standards and specifications for measures outlined in the soil erosion and sediment control plans will follow the latest edition of the "Illinois Urban Manual: A Technical Manual Designed for Urban Ecosystem Protection and Enhancement." Additional Soil Erosion and Sediment Control (SESC) measures not identified in the Illinois Urban Manual may also be utilized upon District approval.

At the District's discretion, an applicant may be required to submit the SESC plan to the local Soil and Water Conservation District (SWCD), or the Lake County Stormwater Management Commission (SMC) for review. When the District requires submission of an SESC plan, the following applies: An activity may not commence until the SESC plan for the project site has been approved; The SWCD/SMC will review the plan and provide a written evaluation of its adequacy; A SESC plan is considered acceptable when the SWCD/SMC has found that it meets technical standards. Once a determination has been made, the authorized work may commence unless the SWCD/SMC has requested that they be notified prior to commencement of the approved plans. The SWCD/SMC may attend pre-construction meetings with the permittee and conduct inspections during construction to determine compliance with the plans. Applicants are encouraged to begin coordinating with the appropriate SWCD/SMC office at the earliest stages of project planning. For information, contact:

Kane-DuPage SWCD	McHenry-Lake County SWCD
2315 Dean Street, Suite 100	1648 South Eastwood Dr.
St. Charles, IL 60174	Woodstock, IL 60098
(630) 584-7961 ext.3	(815) 338-0099 ext.3
www.kanedupageswcd.org	www.mchenryswcd.org
North Cook SWCD	Lake County SMC
899 Jay Street	500 W. Winchester Rd, Suite 201
Elgin, IL 60120	Libertyville, IL 60048
(847) 468-0071	(847) 377-7700
www.northcookswcd.org	www.lakecountyil.gov/stormwater

5. <u>Total Maximum Daily Load</u> - For projects that include a discharge of pollutant(s) to waters for which there is an approved Total Maximum Daily Load (TMDL) allocation for any parameter, the applicant shall develop plans and BMPs that are consistent with the assumptions and requirements in the approved TMDL. The applicant must incorporate into their plans and BMPs any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. The applicant must carefully document the justifications for all BMPs and plans, and install, implement and maintain practices and BMPs that are consistent with all relevant TMDL allocations and with all relevant conditions in an implementation plan. Information regarding the TMDL program, including approved TMDL allocations, can be found at the following website: www.epa.state.il.us/water/tmdl/

6. <u>Floodplain</u> - Discharges of dredged or fill material into waters of the United States within the 100-year floodplain (as defined by the Federal Emergency Management Agency) resulting in permanent above-grade fills shall be avoided and minimized to the maximum extent practicable. When such an above-grade fill would occur, the applicant may need to obtain approval from the Illinois

Department of Natural Resources, Office of Water Resources, (IDNR-OWR) which regulates activities affecting the floodway and the local governing agency (e.g., Village or County) with jurisdiction over activities in the floodplain. Compensatory storage may be required for fill within the floodplain. Applicants are encouraged to obtain information from the IDNR-OWR and the local governing agency with jurisdiction at the earliest stages of project planning. For information on floodway construction, contact:

IDNR/OWR 2050 Stearns Road Bartlett, IL 60103 (847) 608-3100 http://dnr.state.il.us/owr/

For information on floodplain construction, please contact the local government and/or the Federal Emergency Management Agency. Pursuant to 33 CFR 320.4(j), the District will consider the likelihood of the applicant obtaining approval for above-ground permanent fills in floodplains in determining whether to issue authorization under the RPP.

7. <u>Navigation</u> - No activity may cause more than a minimal adverse effect on navigation. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

8. Proper Maintenance - Any authorized structure or fill shall be properly maintained, including that necessary to ensure public safety.

9. <u>Aquatic Life Movements</u> - No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including species that normally migrate through the area, unless the activity's primary purpose is to impound water.

10. <u>Equipment</u> - Soil disturbance and compaction shall be minimized through the use of matting for heavy equipment, low ground pressure equipment, or other measures as approved by the District.

11. <u>Wild and Scenic Rivers</u> - No activity may occur in a component of the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status. Information on Wild and Scenic Rivers may be obtained from the appropriate land management agency in the area, such as the National Park Service and the U.S. Forest Service.

12. <u>Tribal Rights</u> - No activity or its operation may impair reserved tribal rights, such as reserved water rights, treaty fishing and hunting rights.

13. <u>Water Supply Intakes</u> - No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.

14. Shellfish Production - No discharge of dredged or fill material may occur in areas of concentrated shellfish production.

15. <u>Suitable Material</u> - No discharge of dredged or fill material may consist of unsuitable material and material discharged shall be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). Unsuitable material includes trash, debris, car bodies, asphalt, and creosote treated wood.

16. Spawning Areas - Discharges in spawning areas during spawning seasons shall be avoided to the maximum extent practicable.

17. <u>Obstruction of High Flows</u> - Discharges shall not permanently restrict or impede the passage of normal or expected high flows. All crossings shall be culverted, bridged or otherwise designed to prevent the restriction of expected high water flows, and shall be designed so as not to impede low water flows or the movement of aquatic organisms.

18. <u>Impacts From Impoundments</u> - If the discharge creates an impoundment of water, adverse impacts on aquatic resources caused by the accelerated passage of water and/or the restriction of its flow shall be avoided to the maximum extent practicable.

19. <u>Waterfowl Breeding Areas</u> - Discharges into breeding areas for migratory waterfowl shall be avoided to the maximum extent practicable.

20. <u>Removal of Temporary Fills</u> - Any temporary fill material shall be removed in its entirety and the affected area returned to its preexisting condition.

21. <u>Mitigation</u> - All appropriate and practicable steps must first be taken to avoid and minimize impacts to aquatic resources. For unavoidable impacts, compensatory mitigation is required to replace the loss of wetland, stream, and/or other aquatic resource functions (33 CFR 332). The proposed compensatory mitigation shall utilize a watershed approach and fully consider the ecological needs of the watershed. Where an appropriate watershed plan is available, mitigation site selection should consider recommendations in the plan. The applicant shall describe in detail how the mitigation site was chosen and will be developed, based on the specific

resource need of the impacted watershed. Permit applicants are responsible for proposing an appropriate compensatory mitigation option to offset unavoidable impacts. However, the District is responsible for determining the appropriate form and amount of compensatory mitigation required when evaluating compensatory mitigation options, and determining the type of mitigation that would be environmentally preferable. In making this determination, the District will assess the likelihood for ecological success and sustainability, the location of the compensatories restoration, establishment, enhancement, and in certain circumstances, preservation. Compensatory mitigation will be accomplished by establishing a minimum ratio of 1.5 acres of mitigation for every 1.0 acre of impact to waters of the U.S. Furthermore, the District has the discretion to require additional mitigation to ensure that the impacts are no more than minimal. Further information is available at www.lrc.usace.army.mil/Missions/Regulatory/Illinois/Mitigation.aspx

22. <u>Notification</u> - The applicant shall provide written notification (i.e., a complete application) for a proposed activity to be authorized under the RPP prior to commencing a proposed activity. The District's receipt of the complete application is the date when the District receives all required notification information from the applicant (see below). If the District informs the applicant within 60 calendar days that the notification is incomplete (i.e., not a complete application), the applicant shall submit to the District, in writing, the requested information to be considered for review under the Regional Permit Program. A new 60 day review period will commence when the District receives the requested information. Applications that involve unauthorized activities that are completed or partially completed by the applicant are not subject to the 60-day review period.

For all activities, notification shall include:

- a. A cover letter providing a detailed narrative of the proposed activity describing all work to be performed, a clear project purpose and need statement, the Regional Permit(s) to be used for the activity, the area (in acres) of waters of the U.S. to be impacted (be sure to specify if the impact is permanent or temporary, and identify which area it affects), and a statement that the terms and conditions of the RPP will be followed.
- b. A completed joint application form for Illinois signed by the applicant or agent. The application form is available at www.lrc.usace.army.mil/Portals/36/docs/regulatory/forms/appform.pdf. If the applicant does not sign the joint application form, notification shall include a signed, written statement from the applicant designating the agent as their representative.
- c. A delineation of waters of the U.S., including wetlands, for the project area, and for areas adjacent to the project site (off-site wetlands shall be identified through the use of reference materials including review of local wetland inventories, soil surveys and the most recent available aerial photography), shall be prepared in accordance with the current U.S. Army Corps of Engineers methodology (www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/reg\_supp.aspx) and generally conducted during the growing season. Our wetland delineation standards are available at www.lrc.usace.army.mil/Portals/36/docs/regulatory/pdf/Delineations.pdf. For sites supporting wetlands, the delineation shall include a Floristic Quality Assessment (Swink and Wilhelm. 1994, latest edition, Plants of the Chicago Region). The delineation shall also include information on the occurrence of any high-quality aquatic resources (see Appendix A), and a listing of waterfowl, reptile and amphibian species observed while at the project area. The District reserves the right to exercise judgment when reviewing submitted wetland delineations. Flexibility of the requirements may be determined by the District on a case-by-case basis only.
- d. A street map showing the location of the project area.
- e. Latitude and longitude for the project in decimal degrees format (i.e. 41.88377N, -87.63960W).
- f. Preliminary engineering drawings sized 11" by 17" (full-sized may be requested by the project manager and you may also submit plans in PDF format on a disc) showing all aspects of the proposed activity and the location of waters of the U.S. to be impacted and not impacted. The plans shall include grading contours, proposed and existing structures such as buildings footprints, roadways, road crossings, stormwater management facilities, utilities, construction access areas and details of water conveyance structures. The plans shall also depict buffer areas, outlots or open space designations, best management practices, deed restricted areas and restoration areas, if required under the specific RP.
- g. Submittal of soil erosion and sediment control (SESC) plans that identify all SESC measures to be utilized during construction of the project.
- h. The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Endangered Species Act of 1973, as amended, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at www.fws.gov/midwest/Endangered. Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Print all documentation pertaining to the species list, include the rationale for your effects determination for each species, and forward the information to this office for review.

<sup>\*</sup> If a wetland delineation is conducted outside of the growing season, the District will determine on a case-by-case basis whether sufficient evidence is available to make an accurate determination. If the District finds that the delineation lacks sufficient evidence, the application will not be considered complete until the information is provided. This may involve re-delineating the project site during the growing season.

In the event there are no species, their suitable habitats, or critical habitat, then a "no effect" determination can be made and section 7 consultation is not warranted. If species or critical habitat appear on the list, or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may effect" on the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

- i. A determination of the presence or absence of any State threatened or endangered species. Please contact the Illinois Department of Natural Resources (IDNR) to determine if any State threatened and endangered species could be in the project area. You can access the IDNR's Ecological Compliance Assessment Tool (EcoCAT) at the following website: http://dnrecocat.state.il.us/ecopublic/. Once you complete the EcoCAT and consultation process, forward all resulting information to this office for consideration. The report shall also include recommended methods as required by the IDNR for minimizing potential adverse effects of the project.
- j. A statement about the knowledge of the presence or absence of Historic Properties, which includes properties listed, or properties eligible to be listed in the National Register of Historic Places. A letter from the Illinois Historic Preservation Agency (IHPA) can be obtained indicating whether your project is in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended. The permittee shall provide all pertinent correspondence with the IHPA documenting compliance. The IHPA has a checklist of documentation required for their review located here: www.illinoishistory.gov/PS/rcdocument.htm.
- k. Where an appropriate watershed plan is available, the applicant shall address in writing how the proposed activity is aligned with the relevant water quality, hydrologic, and aquatic resource protection recommendations in the watershed plan.
- I. A discussion of measures taken to avoid and/or minimize impacts to aquatic resources on the project site.
- m. A compensatory mitigation plan for all impacts to waters of the U.S. (if compensatory mitigation is required under the specific RP).
- n. A written narrative addressing all items listed under the specific RP.

For Category II activities, the District will provide an Agency Request for Comments (ARC) which describes the proposed activity. The ARC will be sent to the following agencies: United States Fish & Wildlife Service (USFWS), United States Environmental Protection Agency (USEPA), Illinois Department of Natural Resources (IDNR), Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR), Illinois Environmental Protection Agency (IEPA), Illinois Historic Preservation Agency (IHPA), Illinois Nature Preserves Commission (INPC) and U.S. Coast Guard (Section 10 activities only). Additional entities may also be notified as needed. These agencies have ten (10) calendar days from the date of the ARC to contact the District and either provide comments or request an extension not to exceed fifteen (15) calendar days. The District will fully consider agency comments received within the specified time frame. If the District determines the activity complies with the terms and conditions of the RPP and impacts on aquatic resources are minimal, the District will notify the applicant in writing and include special conditions if deemed necessary. If the District determines that the impacts of the proposed activity are more than minimal, the District will notify the applicant that the project does not qualify for authorization under the RPP and instruct the applicant on the procedures to seek authorization under an Individual Permit.

23. <u>Compliance Certification</u> - Any permittee who has received authorization under the RPP from the District shall submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the District with the authorization letter and will include: a) a statement that the authorized work was done in accordance with the District's authorization, including any general or specific conditions; b) a statement that any required mitigation was completed in accordance with the permit conditions and; c) the signature of the permittee certifying the completion of the work and mitigation.

24. <u>Multiple use of Regional Permits</u> - In any case where a Regional Permit is combined with any other Regional Permit to cover a single and complete project (except where prohibited under specific Regional Permits), the applicant shall notify the District in accordance with General Condition 22. If multiple Regional Permits are used, the total impact may not exceed the maximum allowed by the Regional Permit with the greatest impact threshold.

25. <u>Other Restrictions</u> - Authorization under the RPP does not obviate the need to obtain other Federal, State or local permits, approvals, or authorizations required by law nor does it grant any property rights or exclusive privileges, authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project.

Approved by:

//ORIGINAL SIGNED// Frederic A. Drummond, Jr. Colonel, U.S. Army District Commander February 24, 2012 Date



Α.	Submittal       Requesting       DOH       DOA       Local       Other:         Previous survey request(s) submitted for       Yes       No       Addendum #
В.	Route:         1260         Marked:         County(ies):         Lake         District:         1           Section:         12-00020-00-BR         Project No.:         BRM-4003(107)         1           Job No.:         P-         C-         91-083-13         Contract No.:         61B04
C.	Borrow Location: Legal Description – indicate section, sub-section, township, range:
	Limits staked in field: Yes No GPS/UTM Coordinates: NAD Zone Easting Northing Specify if Staked Corners Approximate Center
D.	yds <sup>3</sup> ( 0.00 m <sup>3</sup> ) borrow from this area. Borrow Area Size: acres ( 0.00 ha) Current Land Use (Check each which applies.): ☐ Timber ☐ Row Crops ☐ Pasture ☐ Other (Describe):
E.	Name of Contractor:
F.	Has the site been cleared by IDOT for cultural resources within the past 5 years? ☑ Yes  ☐ No  ☐ Unknown
G.	This request is number of requests for this project.
	ATTACHMENTS REQUIRED: 1. Ground Level Color Photos 2. U.S.G.S. 7.5' Topo, Quad. Map 3. Aerial Photo 4. Landowner Agreement (See page 2) 5. Sketched Map with Landmarks



To whom it may concern:

I (we), said property owner(s),

(Name and Address of Property Owner)

do hereby grant to the Illinois State Archeological Survey (ISAS), or their agents acting on behalf of Illinois Department of Transportation, permission to survey and/or test excavate said property, located:

(Indicate location of property by county, section, sub-section, township, range)

(Signature of Property Owner)

(Name of Property Owner)

(Address of Property Owner)

owner(s) of said property, do hereby grant

I (we),

(Name)

permission for ISAS, or their agents, acting on behalf of the Illinois Department of Transportation, to remove artifacts and scientific samples from said property and agree that all artifacts and samples shall remain in public ownership, in the custody of ISAS at the University of Illinois, Urbana-Champaign.

(Signature of Property Owner)

(Name of Property Owner)

(Address of Property Owner)

(Phone number of Owner)



SOIL AND MATERIAL CONSULTANTS, INC.

office: 1-847-870-0544 fax: 1-847-870-0661 www.soilandmaterialconsultants.com us@soilandmaterialconsultants.com

## STRUCTURAL GEOTECHNICAL REPORT

Cuba Road Bridge over Flint Creek

**Barrington Hills, Illinois** 

Prepared for:

GEWALT HAMILTON ASSOCIATES, INC. 820 Lakeside Drive, Suite 5 Gurnee, IL 60031

8 WEST COLLEGE DRIVE · ARLINGTON HEIGHTS, IL 60004

## TABLE OF CONTENTS

- 1. Geotechnical Report
- 2. Area Map
- 3. USDA Soil Survey Map
- 4. Location Map
- 5. Boring Location Sketch
- 6. Boring Logs
- 7. General Notes
- 8. Appendix



## SOIL AND MATERIAL CONSULTANTS, INC.

office: 1-847-870-0544 fax: 1-847-870-0661 www.soilandmaterialconsultants.com us@soilandmaterialconsultants.com

> April 20, 2012 File No. 20516

Mr. Daniel J. Strahan, P.E. Gewalt Hamilton Associates, Inc. 820 Lakeside Drive, Suite 5 Gurnee, IL 60031

> Re: Geotechnical Investigation Cuba Road Bridge over Flint Creek Barrington Hills, Illinois

Dear Mr. Strahan:

The following is our report of findings for the geotechnical investigation completed for the proposed replacement of the Cuba Road Bridge over Flint Creek in Barrington Hills, Illinois. The project is located within the east half of section 28, west of Route 14.

The investigation was requested to determine current subsurface soil and water conditions at select boring locations. The findings of the field investigation and the results of laboratory testing are intended to assist in the planning, design and construction of proposed site improvements.

## CUBA ROAD BRIDGE

We understand the existing single-span bridge is to be removed and replaced with a precast segmental culvert type structure supported on a foundation with T/F at an approximate elevation of 760 feet.

## SCOPE OF THE INVESTIGATION

The field investigation included obtaining 4 borings at the locations requested and as indicated on the enclosed sketch. The boring locations were established using field taping methods. Surface elevations were determined using the provided topographic survey.

The 2 structure borings were auger drilled to depths of 75.0 feet below existing surface elevations. Soil samples were obtained using a split barrel sampler advanced utilizing an automatic SPT hammer. The 2 pavement area borings were drilled and sampled in a similar manner to depths of 10.0 feet.

Soil profiles were determined in the field and soil samples returned to our laboratory for additional testing including determination of moisture content. Cohesive soils obtained by split barrel sampling were tested further to determine dry unit weight and unconfined compressive strength. Additional laboratory testing included Atterberg Limits and grain-size analysis.

8 WEST COLLEGE DRIVE · ARLINGTON HEIGHTS, IL 60004

File No. 20516 Re: Cuba Road Bridge over Flint Creek Barrington Hills, Illinois

The pavement materials were cored at the 4 locations to determine the material types and thicknesses. The results of our field determinations and laboratory testing are included in summary with this report.

## SITE GEOLOGY/USDA SOIL TYPING

Enclosed is a map indicating the pedological characteristics of the site as determined by the USDA Soil Conservation Service. The soils indicated are a generalization of soil types and conditions anticipated to exist at or near existing surface elevations. Typically, these maps were developed without benefit of a direct on-site soil investigation. The soil typing map is presented for general information only.

<u>Symbol</u>	<u>Soil Types</u>		
232	Ashkum Silty Clay Loam		
980 C2	Zurich and Morley Silt Loam		

The Ashkum series consists of deep, level, poorly drained soils. This Zurich and Morley series consists of deep, gently sloping to steep, well drained to moderately well drained soils.

## CLIMATIC CONDITIONS

Climatic conditions for the period prior to obtaining site soil borings include the following information recorded at O'Hare International Airport in Chicago, Illinois:

Month	Total	Departure	Average	Departure
	<u>Precipitation</u>	From Normal	<u>Temperature</u>	<u>From Normal</u>
Jan 2012	1.86 in.	0.13 in.	30.2° F.	6.4° F.
Dec 2011	2.65 in <i>.</i>	0.40 in.	35.2° F.	7.5° F.
Nov 2011	3.44 in.	0.29 in.	44.9° F.	4.6° F.
Oct 2011	1.98 in.	-1.17 in.	54.9° F.	2.4° F.

The above information has been considered in our analysis of the site soil conditions.

#### **RESULTS OF THE INVESTIGATION**

Enclosed are boring logs indicating the soil conditions encountered at each location. Borings 1 and 2 were performed in the area of the new segmental culvert. Fill soil conditions were encountered underlying the pavement materials at each of these boring locations. The composition of the fill includes the presence of sand/gravel, clay/silt, silt/clay, and sand mixtures extending to depths of 8.5 feet to 11.0 feet at borings 1 and 2. The limits of fill placement were not determined within the scope of this investigation. The apparent natural topsoil was encountered beneath the fill soils at boring 1, consisting of a black silt/clay mixture.

The underlying natural soils include the presence of both cohesive and non-cohesive soils. The cohesive soils are classified as stiff to very hard clay/silt mixtures with lesser portions of sand and gravel.

Non-cohesive soil conditions are also present as indicated. These include very loose to dense silt/sand, sand, silt, and silt/clay mixtures. The non-cohesive granular soils are often in a very damp to saturated condition. Cobbles and boulders may be present within the site soils at any elevation, although none were encountered while drilling.

The following table summarizes depth ranges below existing grade, the magnitude of soil strength within these ranges and other information:

<u>Boring</u>	Surface Elevation <u>(feet)</u>	Depth Range Below Existing Surface <u>(feet)</u>	Soil Strength <u>(Ibs./sq.ft.)</u>	Recorded Water Levels, W.D./A.D. <u>(feet)</u>
1	771.7	1.0 to 5.0 5.0 to 11.0 11.0 to 13.5 13.5 to 28.5 28.5 to 37.0 37.0 to 47.5 47.5 to 72.0	*2,000 *none *1,000 3,000 4,000 3,000 6,000	13.0/10.5
2	772.5	1.0 to 2.0 2.0 to 9.0 9.0 to 14.5 14.5 to 18.5 18.5 to 36.0 36.0 to 44.0 44.0 to 59.0 59.0 to 69.0 69.0 to 72.0	*1,500 *500 *1,500 3,000 4,000 3,000 4,000 3,000 6,000	13.0/10.0

\* Not recommended for support of foundations. Deeper foundation depths will be needed to reduce the magnitude of long-term total and differential settlement.

It is expected that foundations can be supported on undisturbed natural soils located at any elevation within the depth ranges indicated in the above table, except as noted. Above these depth ranges the soils are not considered able to support foundations, even at reduced design bearing values, due to long-term settlement considerations.

## SUBSURFACE WATER

The boring logs and the above table indicate the depth at which subsurface water was encountered in the bore holes at the time of the drilling operations and during the period of these readings. It is expected that fluctuations from the water levels recorded will occur over a period of time due to variations in rainfall, temperature, subsurface soil conditions, soil permeability and other factors not evident at the time of the water level measurements. File No. 20516 Re: Cuba Road Bridge over Flint Creek Barrington Hills, Illinois

## **DEWATERING**

Shallow excavations will require dewatering due to subsurface water seepage and/or surface precipitation. This water can likely be removed to depths of several feet by standard sump and pump operations. Soils exposed at foundation, slab or undercut elevations should not be permitted to become saturated. Loss of bearing strength and stability may occur thus requiring additional soil excavation.

Aggressive dewatering efforts may be necessary for deeper excavations extending to sand and sand/gravel soils. Well-points or deep sumps can be utilized to collect the water for pumping in an effort to lower the water level below the bottom elevation of proposed excavations. The dewatering should be accomplished prior to soil excavation when possible.

Fill soils, cohesive soils, non-cohesive soils and others can be unstable when saturated. These soils tend to cave or run when submerged or disturbed. The stability of exposed embankments is minimal to non-existent as confining soil pressures are removed. Proper drainage within excavations is necessary at all times, particularly when excavations extend below anticipated water levels and below saturated soils.

The contractor should be made responsible for designing and constructing stable temporary excavations. Also, the contractor should shore, slope, bench or restrain the sides of the excavations as required to maintain stability of both the excavation sides and bottom. In no case, should the slope, slope heights, or excavation depth exceed those in local, state, and federal safety regulations.

#### **FOUNDATIONS**

Based on the results of this investigation it is our opinion that continuous and isolated footing foundations may be considered for support of the new structure below approximate elevation 758 feet. These foundations can be supported on undisturbed natural soils located below all debris, fill soils, buried topsoil, low strength soils and other unsuitable conditions which may be encountered. Soil strength values and the depths at which they are expected to be encountered at these boring locations are indicated in the above table. An allowable bearing value of 3,000 lbs./sq.ft. is available for foundation design.

Foundations should extend at least 60.0 inches below exposed surface elevations to provide adequate protection against uplift due to freezing of the supporting soils. Weak soil conditions may be discovered locally at design foundation elevations and may require extending the foundation to a deeper elevation. The hydraulic engineer should verify that the foundations extend below estimated scour elevations.

If it is determined that a typical footing foundation is not adequate, a pile foundation system can be considered for support of the new segmental culvert. The design engineer can consider using 12 inch or 14 inch metal shell piles for support of the new structure. The following are our estimated pile lengths based upon the Modified IDOT Static Method of Estimating Pile Length using a geotechnical resistance factor ( $\Phi_{G}$ ) of 0.55, modified August, 2011.

Table of Estin	Table of Estimated Lengths for Metal Shell 12" with .179" walls							
Location	R <sub>n</sub> (kips) <sup>(1)</sup>	R <sub>f</sub> (kips) <sup>(2)</sup>	Length (ft.) <sup>(3)</sup>					
West Side (B-1)	146	80	32					
	182	100	35					
East Side (B-2)	146	80	26					
	182	100	28					
Table of Esti	mated Lengths for N	Ietal Shell 14" with	.250" walls					
Location	<u>R<sub>n</sub> (kips) (1)</u>	<u>Rr(kips) (2)</u>	Length (ft.) (3)					

West Side (B-1)	146	80	23
	182	100	32
East Side (B-2)	146	80	21
	182	100	28

<sup>(1)</sup> R<sub>n</sub>: Nominal Required Bearing <sup>(2)</sup> R<sub>f</sub>: Factored Resistance Available

<sup>(3)</sup> Pile Lengths were estimated using a bottom of pile cap elevation of 758.0 feet and a pile cutoff elevation of 760.0 feet.

Downdrag and liquefaction are not expected to affect the design of the new bridge foundations. Design scour elevations of 752.0 feet (West Abutment) and 754.0 feet (East Abutment) were provided to us by Gewalt Hamilton Associates, Inc. and used in estimating the design pile lengths.

We recommend that one test pile be performed at each substructure location. The piles should be driven until the required driving resistance is developed as determined using the appropriate pile driving formula. The test piles should be driven to not less than 110% of the Nominal Required Bearing. We would also recommend that the WSDOT formula be used in the field as the construction verification. The designer should also consider the use of metal shell pile shoes as the piles may encounter cobbles, boulders and thin dense layers of material during driving.

The bridge is located in Seismic Performance Zone (SPZ) 1. Based on the soil conditions encountered and using the LRFD Seismic Soil Site Class Definition, Site Class D is applicable to the entire bridge. The design spectral acceleration at 1.0 sec  $(S_{D1}) = 0.094g$  and the design spectral acceleration at 0.2 sec ( $S_{Ds}$ ) = 0.186g.

## DRAINAGE OF WING WALLS AND ABUTMENTS

Drainage should be provided behind the new wing walls. We recommend that the open excavation behind wing walls be backfilled with open graded, free-draining materials such as CA05 or CA07. These materials have unit weights of 100 lbs/ft<sup>3</sup> with an internal friction angle  $(\Phi)$  of 32°. For yielding walls, a lateral active earth pressure of 45 psf per foot of depth can be used for design for granular backfill above the water table. For non-yielding walls, with drained granular backfill, a lateral at-rest pressure of 60 psf can be used.

## EXISTING PAVEMENT SECTION

Four cores were performed in the pavement approximately 10 feet and 75 feet east and west of the existing abutments. The existing pavement section includes 7.75 inches to 10.25 inches of bituminous concrete. Directly underlying the bituminous pavement is the presence of 13.75 inches to 34.25 inches of sand and gravel fill.

#### **APPROACH PAVEMENT**

Subgrade preparation will be needed for the new approach pavement section. This should include the removal of any unsuitable surface conditions including the existing bituminous materials, vegetation, high organic content topsoil, debris and other deleterious conditions which may be encountered. The unsuitable soil should be removed to a distance of at least 1.0 foot behind the edge of the improvement. Additional overdigging equal to the depth of fill required below the edge of the improvements should be considered. The soils in cut areas should be excavated to establish design subgrade elevations. After removal has been completed the exposed subgrade soils should be proof-rolled and the soils compacted to a minimum of 95% compaction based on the standard proctor, AASHTO T-99 or ASTM D-698, within 1.0 foot of the surface.

Areas where fill is required to establish the design subgrade elevation should be prepared as indicated above. Properly prepared areas can then be filled using the suitable onsite soils. The fill soil should be placed in lifts not to exceed 8.0 inches when uncompacted. Each lift should exceed the minimum compaction requirement prior to placement of the next lift. The compaction requirements also apply to backfill placement around the new structures and within trench excavations located beneath pavement areas. For further reference, IDOT specifications for subgrade preparation are given in Section 301 of the Standard Specifications.

If the Mechanistic Pavement Design method is used for the design of the improvements, we would recommend a Subgrade Support Rating (SSR) of POOR be used. An estimated IBR value of 3 was determined from Table 4-1 of the Illinois Department of Transportations Geotechnical Manual based on the Silt Loam (A-6) soils located beneath the pavement at boring B-2. This value can be used when the subgrade is prepared according to the above recommendations.

#### **SETTLEMENT**

The existing soils are expected to undergo some small degree of long-term settlement as the soils consolidate under loading. We estimate settlements of less than 0.25 inches, in addition to the elastic compression of the pile itself. Minimal settlement is expected for any new embankments constructed near the abutments provided they are constructed in accordance with the IDOT Standard Specifications.

File No. 20516 Re: Cuba Road Bridge over Flint Creek Barrington Hills, Illinois

## **CONCLUSION**

The information within this report is intended to provide initial information concerning subsurface soil and water conditions on the site. Variations in subsurface conditions are expected to be present between boring locations due to naturally changing and filled soil conditions. Our understanding of the proposed improvements is based on information available to us at the writing of this report.

If you have any questions concerning the findings or recommendations presented in this report, please let us know.

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Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Just A. Zalant

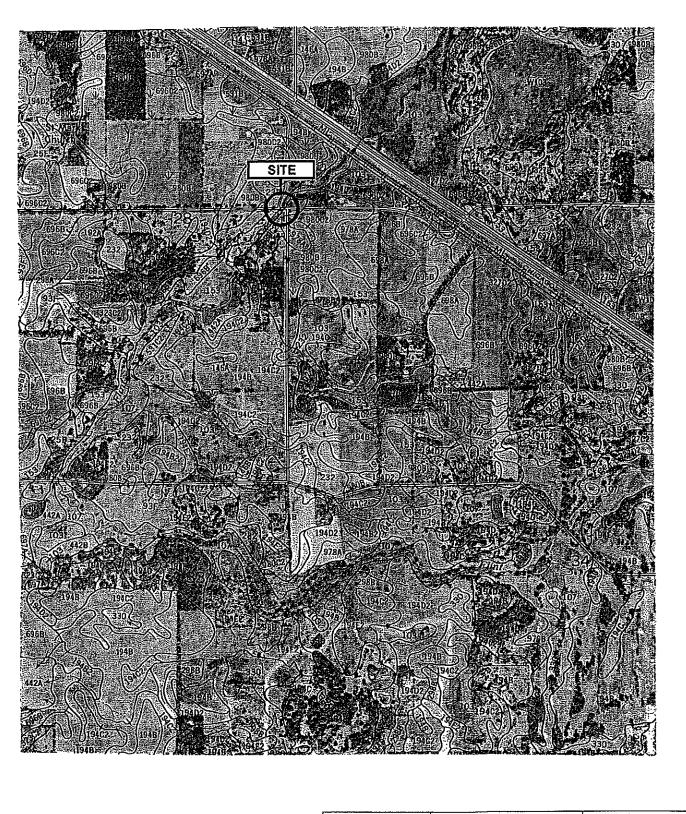
Joseph A. Klawitter, P.E. Project Engineer

The OQ

Thomas P. Johnson, P.E. President

JAK/TPJ:jk Enc.

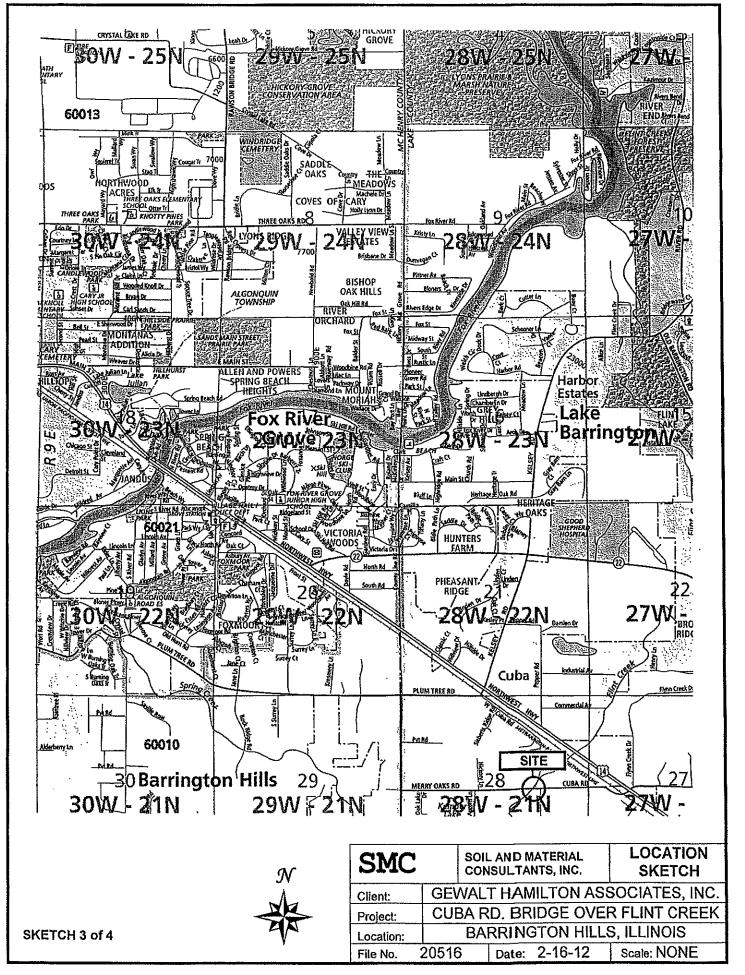


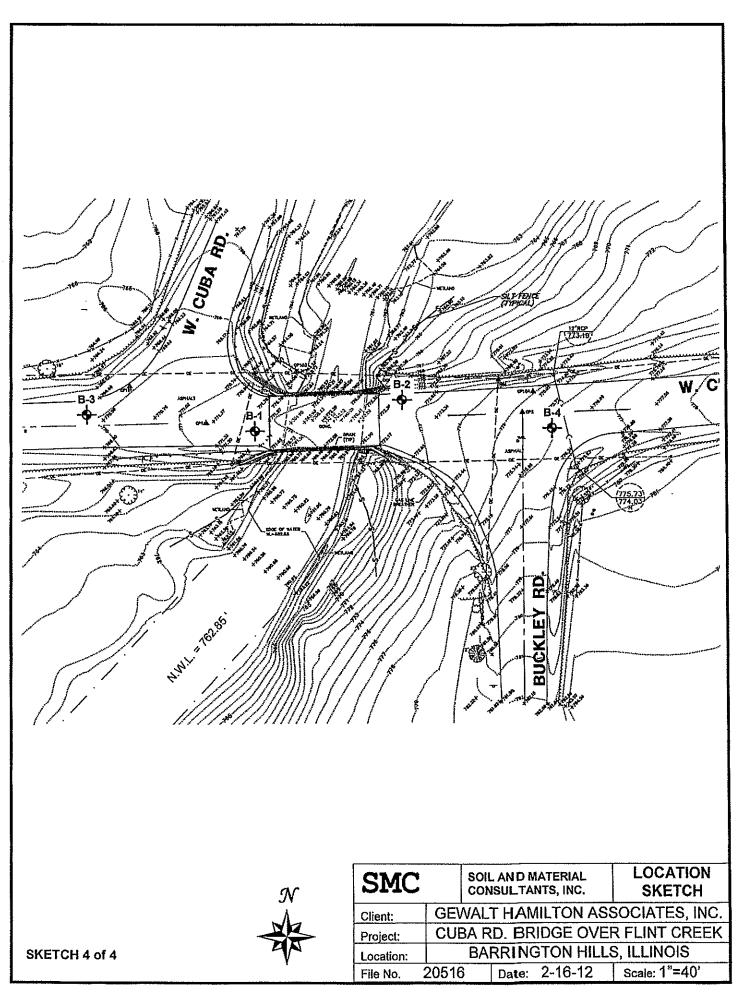


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SKETCH 2 of 4

SMC		IL AND MATERIAL NSULTANTS, INC.	LOCATION SKETCH						
Client:		GEWALT HAMILTON ASSOCIATES, INC.							
Project:	CUBA I	CUBA RD. BRIDGE OVER FLINT CREEK							
Location:	BA	BARRINGTON HILLS, ILLINOIS							
File No.	20516	Date: 2-16-12	Scale: NONE						





## SOIL AND MATERIAL CONSULTANTS, INC.

8 WEST COLLEGE DRIVE OFFICE: (847) 870-0544 ARLINGTON HEIGHTS, IL 60004 FAX: (847) 870-0661 Date: 2/10/12 File No.: 20516

## CORE LOG

Client:	Gewalt H	Hamilton	Assoc.	, In	с.	Re	fer	enc	e <sup>C</sup>	uba	Road	B	ridge	over	Flint	Creek	
Core N	o:1		_ Work (	Done					B	arri	ingto	n	Hills	, IL			
Locatio	n of Core:		7' W.							CL							

## Comments:\_\_\_\_\_

(D	epth, In.)	Type of Material	Recovery
0	]	Type of Material	<u>INCOVELY</u>
1		2-1/4" Bituminous concrete - surface	Full
2		PETROMAT	
3			
4		3-1/4" Bituminous concrete - surface	Fu11
5			
6		1-1/4" Bituminous concrete - surface	Full
7		1 1/011 petrometros transfed accurate	Full
8	E.O.C.	1-1/2" Bituminous treated aggregate Total 8-1/4"	FUIL
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

G-333

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## SOIL AND MATERIAL CONSULTANTS, INC.

8 WEST COLLEGE DRIVE OFFICE: (847) 870-0544 ARLINGTON HEIGHTS, IL 60004 FAX: (847) 870-0661 Date:\_\_\_\_2/10/12 File No.:\_\_\_20516

## CORE LOG

Client: Gewalt Hamilton	Assoc., Inc.	_Reference_	Cuba Road Bridge over Flint Creek
Core No: 2	Work Done By:	AC & DB	Barrington Hills, IL
Location of Core:	10' E. of Brid	ge, 7' N. o:	f CL

Comments:\_\_\_\_\_

(De	epth, In.)	Type of Material	Recovery
0 r			10001011
1		2-1/4" Bituminous concrete - surface	Full
2		PETROMAT	
3			
4		2-1/2" Bituminous concrete - surface No Bond	Full
5			
6		2-1/4" Bituminous concrete - surface	Full
7	·		
8			
9		3-1/4" Built-up surface treatments	Full
10		Total 10-1/4"	
11	1.0.0.		
12			
13			
14			
15			
16			
17			
18			
19			
20			

G-333

SOIL AND MATERIAL	CONSULTANT	S, INC.	Date	2/10/12 No.: 20516
8 WEST COLLEGE DRIVE ARLINGTON HEIGHTS, IL 600				No.:
		CORE LOG		
Client: <u>Gewalt Hamilton</u> Core No: <sup>3</sup>	Assoc., Inc. _ Work Done By:_	_Reference AC & DB	Cuba Road Br Barrington H	idge over Flint Creek ills, IL
Location of Core:	80' W. of Brid		of CL	

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Comments:\_\_\_\_\_

(Depth, In.)	Type of Material	Recovery
0		1.0001019
1	2-0" Bituminous concrete - surface	Full
2		Fu11
3	PEIROMAT	
4	2-1/2" Bituminous concrete - binder	Full
5	No Bond	
6	2-3/4" Built-up surface treatments	Full
7		
8 E.O.C.	PETROMAT Total 7-3/4"	
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

G-333

## SOIL AND MATERIAL CONSULTANTS, INC.

Date: 2/10/12 File No.: 20516

8 WEST COLLEGE DRIVE ARLINGTON HEIGHTS, IL 60004 FAX: (847) 870-0544 FAX: (847) 870-0661

CORE LOG

Client: Gewalt Hamilton	Assoc., Inc.			l Bridge over	Flint	Creek
Core No:4	_Work Done By:	AC & DB	Barringto	m Hills, IL		
Location of Core:	75' E. of Bridg	ge, 8' S. o	of CL			

Comments:\_

(D	epth, In.)		
0		Type of Material	Recovery
1		1-3/4" Bituminous concrete - surface PETROMAT	Full
2 3		1-1/2" Bituminous concrete - surface No Bond	Full
4 5		2-3/4" Built-up surface treatments	Full
6		1-3/4" Bituminous treated aggregate	Full
7 8	E.O.C.	Total 7-3/4"	full
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
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20			

G-333

SA	SOIL AND MATERIAL CONSULTANTS, INC.	÷.	File	e N	0	20516	5 	В	ORIN	IG LC	)G	1
THC .	Suit and Material Consolt and S, inc.	Clier	nt	Ģe	ewal	t Har	niltor	n Ass	oc., In	ic. Sh	eet 1	of <u>4</u>
Comments		Proj	•		ıba ceek		Brid	ge ov	er Flin	<u>it</u> [	)ate <u>2/</u>	16/12
		Loca	ation	Ba	arri	ngtor	n Hil	ls, I	L	Drilled	Ву	AC
	<u></u>	Equi	pme	ent	⊠CI	ME 45	5B 🗍 H	H.A. [	]Other	Logged	l By	DA
Elev., ft.	771.7' Description Depth,	ft. O		s	Т	R	В	. N	Pen.	W	Uw	Qu
	(See Core Log)	·				-		-				
	Brown fine-medium sand & grave some coarse sand,damp,dense -			1	SS	15"	14 16 23	39		2.8		· ·
	Brown-dark brown clay & silt,t sand & gravel,damp-very damp, tough - Fill	race-		2	SS	<u>14"</u>	<u>3</u> 4 4	8	1.5	18.1		
				3	SS	8"	2 3 3	6	1.0	17.7	•	
763.2'		<del>.</del>										
	Black silt, some clay, trace san damp, loose (topsoil)	-		4	SS	10"	2 2 3	5		41.6		
<u>761.2'</u>	Gray silt, some sand, trace clay & gravel, very damp, very loose	<u></u>		5	SS	6 <sup>11</sup>	2 1 3	4		17.4		·
	Gray fine sand,trace medium- coarse sand,very damp-saturate medium dense	-		6	SS	18"	3 6 7	13		16.8		
	Gray silt,trace fine sand & cl very damp,loose			7	SS	18"	3	- 8		18.4		
753.7	Gray silt, some clay, trace fine sand, damp, medium dense						3					
751.7	i i i i i i i i i i i i i i i i i i i		20	8	SS	16"	6	13		19.0		
Water Le - wi		~8-8 N-8	Stand SPT,	lard blov	Penel vs/foc	tration 1 ot to driv	fest (SP	T), blow ). split-s		elby tube) ral. pler with 140 Jw - dry unit	W - wate ) lb. hamr	very length, r content, % ner falling 3 soil, lbs./ cu

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hrs. after drilling: -

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ft. Pen. - pocket penetrometer reading, tons/ sq. ft... UW - d ry g Qu - unconfined compressive strength, tons./ sq. ft..

S.	SOIL AND MATERIAL CONSULTANTS, INC.	F	ile N	lo	2051	6	В	ORIN	G LC	)G <u>1</u>	<u> </u>
J <sup>MC</sup>		Client	Ge	ewal	t Ha	miltor	n Asso	oc., Ind	<u>c.</u> Sh	neet <u>2</u> o	f_4_
Commont			. Cı	ıba	Road					Date _ 2/16	
Commente	3		្រាប	reeĸ							
		Locatio	m <u>–</u>	3111	ngco		10, 1	L		ByAC	
		Equipn	nent	ĕ]c	ME 4	5B []	H.A. [	]Other	Logged	iBy	<u> </u>
Elev., ft.	Description Depth, f	. 20	s	Т	R	В	Ν	Pen.	W	Uw	Qu
	Gray silt,some clay,trace fine sand,very damp-damp,loose to medium dense					4					
		-+	9	SS	18"	4	7		15.1		
	. <i>.</i>		1.0	22	18"	3 5 8	13		14.2		
		25	10	00	<u> </u>	<u> </u>	1.5				
			]			5					
<b>}</b>					11	7			1/ 7		
		_	$\frac{111}{1}$	SS	15"	8	15	┟	14.7		
743.			1								
	Gray clay & silt,trace sand & gravel,damp,very tough to tough		12	SS	18"	6 9 12	21	2.5	15.9	126.1	2.8
					1						
							-				
			<u> </u>				1				
737.	01		13			5		2.25	13.2	127.4	1.8
	Gray clay,some silt,trace sand & gravel,damp,hard		14	SS	18'	10	17	4.5+	13.7	125.4	6.7
734.	71	•••••	Η				_				
L / 34.	Gray fine sand, very damp-satura	ted	Π		_		1				<u> </u>
	medium dense					4					
731.	71	40		SS	18	7	19		21.9		
Water L	evel — depth, ft. elev., ft.	N - SP <sup>.</sup> Pen poc	ndaro T, blo :ket p	i Pene ws/ fo enetro	tration ot to dri meter i	Test (SP ive 2" O.I reading, t	'T), blov D. split⊣ ons/ <del>s</del> q	oon), ST(shi vs/ 6" interva spoon samp , ft L s./ sq. ft	ai. clor with 14	R - recover W - water co O lb. hammed t weight of so	ontent, %. r falling 30

SOIL AND MATERIAL CONSULTANTS, INC.	File	e No20516	BORING	LOG	1
	Client	Gewalt Hamilton	Assoc., Inc.	Sheet .	3 of
Comments	Project _	Cuba Road Bridge	e over Flint	Date	2/16/12
		Creek Barrington Hills		Drilled By	AC
	Equipme	nt 🖾 CME 45B 🔲 H./	A. DOther L	ogged By	DA

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Elev., ft.	Description	Depth, ft.	40	S	Т	R	В	Ν	Pen.	W	Uw	Qu
	Gray fine sand,very damp- saturated,loose	_										
				16	SS	18"	2 3 5	8		18.7		
	7' Gray silt,some clay,trac	e fine									-	
	sand,damp,medium dense			1.7	SS	18"	7 8 12	20		18.7		
718.	7' Gray clay,some silt,trac & gravel,damp,very hard	e sand			SS	18"	16 21 22	43	4.5+	12.9	129.3	<u>10.0+</u>
<u>714.</u>	Gray fine sand, very damp			•								
	saturated, medium dense		60	- - 19	SS	18"	7 10 14	24		16.4		
Water Le		Pe	S - saл B - Stai N - SPT n poc	nple ndard F, blov ket pe	T - ty Penet vs/ foo netron	pe: J(Ji ration 7 t to driv neter re	ar), SS(s) Test (SP1 ve 2" O.D ading, to	plit-spoo (), blows	ft U	siby tube)	R - recover W - water c Ib. hamme weight of so	ontent, %. r failing 30".

S.	SOIL AND MATERIAL CONSULTANTS, INC.	I	File M	10	2051	.6	B	ORI	NG LO	)G	1
TWC	SUIL AND MATERIAL CONSULTANTS, INC.	Client	G	ewa1	t Ha.	milto		oc., I		heet <u>4</u>	
omments		Projec		uba	Road	Brid	ge ov	er Fli	nt	Date 2/1	.6/12
		Locati	on <u>E</u>	arri	.ngto	n Hil	1s, I	L	Drille	d By	\C
		Equip	ment	XC	ME 4	5B 🗍	H.A. [	]Other	Logge	d By	)A
Elev., ft.	Description Depth, ft	i. 60	s	Т	R	В	N	Pen.	W	Uw	Qu
- 	Gray fine sand,very damp- saturated,medium dense to dense										
- - -		65	20	SS	18"	7 10 12	22		15.9		
  -		¥¥									
-  -			- 21	SS	18"	10 13 15	28		13.5		
• • •			22	ce	18"	10 14 22	36		15.0		
696.7 	End of Boring	 			10						
• • •											
	le drilling: <u>13.0</u> or drilling: 10.5 Pe	N - SP <sup>.</sup> en poc	ndard T, blo ket pe	Penet ws/ foo enetron	ration " t to driv neter re	Test (SP)	f), blow ), split-s ons/ sq.	s/ 6" inter poon sam ft	nelby tube) /al. pler with 14 Uw - dry-unit	R - recove W - water 0 lb. hamm t weight of s	content, ' ier falling

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SOL SOIL AND MATERIAL CONSULTANTS, INC.	. F	ile N	lo	2051	5	В	ORIN	G LC	)G	2
	Client	Ģ	ewalt	: Har	niltor	n Asso	oc., In	<u>c.</u> Sh	eet _1_ c	of _4
Comments	Projec	' - <u>C</u>	reek		•	··	er Flin		ate <u>2/9</u> By <u>AC</u>	
· · · · · · · · · · · · · · · · · · ·	Locatio	מ <u>ר</u> מכ	allı	Iguoi		10, 11		_	•	
	Equipr	nent		VE 45	58 🗍	Η.Α. []	]Other	Logged	By <u>DA</u>	
Elev., ft. 772.5' Description Depth, ft	. 0	S	Т	R	В	. N	Pen.	W	Uw	Qu
(See Core Log)				ļ						
Brown fine-medium sand, some coarse sand & gravel, damp - Fill		] 1			4			4.9		
Brown-dark brown silt, some clay trace sand & gravel, damp-very		2	SS	16"	3	7		21.9		
damp,loose to very loose - Fill	5	3	SS	18"	2 2 2	4		20.6		
Brown-gray fine-medium sand,trac coarse sand,gravel & silt,very damp,very loose - Fill	ce		SS	18"		2		24.3		
764.5'										
Brown-dark brown clay & silt, trace sand & gravel,very damp, tough - Fill		5	SS	18"	2 3 4	7	1.0	24.4	102,4	1.1
761.5'	_	1		Į		]				
Gray clay,some silt,trace sand a gravel,very damp,stiff	&	6	SS	14"	2 2 3	5	0.75	24.3		
758.5'										
Gray silt, some clay, trace sand & gravel, damp-very damp, loose		7	SS	18"	4	8		15.0		
to medium dense 				1.0	3					
754.5'		8	SS	18	6	11		11.7		
Gray clay & silt,trace fine same damp,very tough	d,				3					
752.5'	20			18"		12	3.25		125.5 R-recover	
Water Level —         depth, ft.         elev., ft.           - while drilling:         13.0	N - SP Pen poo	indaro T, bio oket pi	l Penet ws/ foo enetror	ration It to dri neter r	Test (SP ve 2" O.I eading, t	T), blow D. split-s ons/ sq	oon), ST(shu vs/ 6" interva spoon samp , ft U s./ sq. ft	al. Ner with 140	W - water c W - water c ) Ib. hamme weight of so	ontent, %. er falling 30

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Soll and material consultants, INC.	F	ile N	10	2051	6	В	ORIN	IG LO	)G	2
TVC SUIL AND MATERIAL CONSULTANTS, INC.	Client _	~					oc., I	<u>.</u> S	heet _2_	of _4_
		C	แปล	Road	Bride	ze ove	er Fli		Date $\frac{2}{2}$	
omments	Project	·	reek							
	Locatio				n Hill	ls, I	6	Drille	d By <u>A</u>	с
									d By	
Elev., ft. Description Depth, f		S	Т	R	В	N	Pen.	W	Uw	Qu
Gray clay & silt,trace fine san damp,very tough 751.0'		10			 		3.25	13.6	129.7	3.1
Gray silt,trace fine sand,very 		11	SS	18"	7	12		19.3		
					4					
<b>-</b>	25	12	SS	18"	8	<u>1</u> 4		16.3		
- 					4					
		13	SS	18"	8	15		25.0		_ <b>_</b>
					11					
_	30	14	SS	18"	15 13	28		17.7		
<ul> <li>Gray silt, some clay, trace fine</li> <li>sand, damp-very damp, medium dens</li> </ul>	se	-				•				
738.0'		-			 88888			16.5		
- Gray fine sand & silt,very damp medium dense	,		I	18"		18	-	19_8_		•
		-								
734.5'		-								
<ul> <li>Gray fine sand, very damp-satura</li> <li>medium dense</li> </ul>		-		1.0	3			18.8		
732.5'	<u>40</u> S-sam	_	SS T-tv	18" ne: J(J		10 plit-spo	 on), ST(st	alby tube)	R - recov	ery lengt
Water Level — depth, ft. elev., ft. - while drilling: <u>13.0</u>	B - Star N - SP1	ndard F, blo	l Penel ws/ foc	ration ot to dri	Test (SP ve 2" O.C	T), blow ), split-s	s/ 6" inter poon sam	val. Ipler with 14	W - water Olb. hamm t weight of s	content, ner falling
- after drilling: <u>10.0</u> - hrs. after drilling:	Pen pocl Qu - unc	ket pe onfin	ed con	neter r Ipressi	eading, t ve streng	ons/ sq. Jih, tons		ow - ary un	r weight of S	1091 INS.1

SIL	SOIL AND MATERIAL CONSULTANTS, INC.	F	ile N	10	205	16	B	ORIN	IG LC	)G	2
		Client .	G	ewal	t Ha	milto	n Ass	oc., I	nc. St	neet <u>3</u>	of
Comments		Project	<u> </u>	reek					nt [ Drilled		
								]Other		By	
Elev., ft.	Description Depth, ft.	40	S	Т	R	В	N	Pen.	W	Uw	Qu
	Gray fine sand,very damp- saturated,medium dense										
			18	SS	18"	7 8 9	17		20.2		
			19	SS	18"	10 14 15	29		25.0		
	Gray silt & fine sand, very damp- saturated, medium dense		20	SS	1.8"	7 8 10	18		15.2		
	.51										
 	Gray fine sand, very damp, medium dense		21	SS	18"	8 9 11	20		14.5		
Water Le - wi	vel — depth, ft. elev., ft. hile drilling: 13.0 ter drilling: 10.0 Pe	S - sam B - Stan N - SPT n pock	ple dard , blov et pe	T - typ Penetr vs/ fool netrom	be: J(Ja ation T to driv neter re	ar), SS(s) est (SPT	olit-spoo '), blows . split-s ns/ sq.	ft L	elby tube)	W-water Ib. hamm	ery length, in. content, %. er falling 30", oil, lbs./ cu.ft

•

SOIL AND MATERIAL CONSULTANTS, INC.	F	File N	lo	2051	.6	B	ORIN	IG LC	)G	2
SULE AND INFERIAL CONCOLUTION OF	Client	G	ewa1	t Ha	milto	n Ass	oc., I	<u>nc.</u> Sł	neet <u>4</u>	of <u>4</u>
		C	uba	Road	Brid	ge ov	er Fli	nt (	$^{2/9}$	/12
Comments	Projec	`								
	Locatio	on <u>B</u>	arri	ngto	n Hil	<u>ls, I</u>	<u>.L</u>	Drilled	ву	
	Equipr	nent	<b>⊾</b> C	ME 4	58 🗍	H.A. [	]Other	Logged	i By	A
Elev., ft. Description Depth, ft	<b>I.</b> 60	s	T	R	В	N	Pen.	W	Uw	Qu
Gray fine sand,very damp- saturated,medium dense to dense										
										ļ
	65	22	SS	18"	3 5 7	12		16.5		
		1								<u> </u>
		23	SS	1.8"	6 13 15	28		17.1		
							-			
697.5'	75	24	SS	18"	16 18	34		14.6		
End of Boring 										
						]			<u></u>	
	80									
Water Level — depth, ft. elev., ft. - while drilling: <u>13.0</u> - after drilling: <u>10.0</u> — Po - hrs. after drilling:	S - sam B - Star	idard , blov (et pe	Penetr vs/ foot netrorr	ation 7 to driv leter re	'est (SP1 re 2" O.D ading, to	i), blow . split-s ns/ sq.	s/ 6" interv poon sam  ft., L	elby tube) ral. pler with 140 Jw - dry unit	R - recove W - water lb. hamm weight of s	content, % er falling 3

SOIL AND MATERIAL CONS	ULTANTS, INC.	. F	ile N	lo	2051	6	В	ORIN	IG LO	DG	3
									<u>nc.</u> SI		
Comments	F	Projec	t_C	uba	Road	Brid	ge ov	er Fli	<u>nt</u> [	Date _ 2 /	16/12
		ocatio	on <u>B</u>	arri	ngot	n Hil	<u>ls, I</u>	L	Drilled	1 By	AC
								]Other		d By	
						в	N	Pen.	W	Uw	Qu
Elev., ft. 770.0' Description			s		R	D	. N	FCII.			
(See Core L	og)										
· ·	-					27					
Brown fine-medium sa	- · ·			SS	15"	26 24	50		4.9		
some coarse sand,dam	p,dense - Fil	L1	1	55	1.2	24	50		4.7		
	-		ł.					•			
Dark brown-gray silt	,some clay, -					4					

.

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(\$ee Core Log)	····								1	
Brown fine-medium sand & gravel, some coarse sand,damp,dense - Fi	11	1	SS	15"	27 26 24	50		4.9		
	<u> </u>	. 					•			
Dark brown-gray silt, some clay, trace sand, damp-very damp, loose Fill	5	2	SS	18''	4 4 5	9		21.4		
764.0'										
Black silt, some clay, trace sand, damp, loose (topsoil) 762.5'		3	SS	14"	<u>3</u> 4 5	9		30.0		•
Brown-gray silt, some clay, trace										
- sand & gravel, damp-very damp, loos	ie —				3	-		19.6		
760.0'(a) see below	10	45	SS	18"	4	7	1.5	$\begin{array}{r} 19.6\\ 17.4 \end{array}$	116.8	1.1
End of Boring		-				-				
(a) Gray clay,some silt,trace sar damp,tough	nd ,									
						-				
		_				-				
	·									
			_	_						
				ľ		-				
	<u>20</u> S-sar	nple	 Т-ty	/pe: J(.	Jar), SS(	split-spo	on), ST(st	nelby tube)	R - recove W - water	ory length, in
- while drilling: <u>dry</u> - after drilling: <u>dry</u> Pe	N - SP en poc	T, blo ket p	ws/'fo enetro	ot to dri meter r	ive 2" O.I reading, t	T), blow D. split-s ons/ sq. gth, tons	ft '	pler with 14	0 lb. hamm t weight of s	er falling 30'

SMC.	SOIL AND MATERIAL CONSULTANTS, INC.	:. Clier		No Gewa			-			<b>)G</b>	
Comments		Proje	ect _	Cree Barı	ingt	on Hi	11s,	IL	Drilled	Date <u>2/9</u> 1 By <u>A</u> 1 By <u>D</u>	
Elev., ft.	776.0 <sup>s</sup> Description Depth	, ft. 0	s	Т	R	В	. N	Pen.	W	Uw	Qu
 	(See Core Log) Brown fine-medium sand & grave some coarse sand,damp,medium d Fill (a) see below				16"	14 11 5	16	3.5	4.0 20.8		
	Brown fine-medium sand,trace coarse sand,gravel & silt,damp loose	), <u> </u>		SS	18"	3 3 3	6		9.3		
770.0	Brown silt, some clay, trace fir sand, damp, medium dense			SS	18"	6 6 6	12		21.2		-
767.5	Gray clay, some silt, trace sand & gravel, damp, very tough	= 		5 SS	18"	5 6 6	12	3.25	15.8	121.0	2.5
	End of Boring (a) Brown clay,some silt,trace sand,damp,very tough	e									
		-   									
		1  	5				-				

.

-

Water Level —       depth, ft. elev., ft.         - while drilling:       dry         - after drilling:       dry         - hrs. after drilling:	S - sampleT - type: J(Jar), SS(split-spoon), ST(shelby tube)R - recovery length, in.B - Standard Penetration Test (SPT), blows/ 6" interval.W - water content, %.N - SPT, blows/ foot to drive 2" O.D. split-spoon sampler with 140 ib. hammer falling 30".Pen pocket penetrometer reading, tons/ sq. ftUw - dry unit weight of soil, ibs./ cu.ft.Qu - Unconfined compressive strength, tons./ sq. ft



# General Notes

## SAMPLE CLASSIFICATION

Soil sample classification is based on the Unified Soil Classification System, the Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), ASTM D-2488, the Standard Test Method for Classification of Soils for Engineering Purposes, ASTM D-2487(when applicable), and the modifiers noted below.

CONSISTENCY OF COHESIVE SOILS			RELATIVE DENSITY OF GRANULAR SOILS				
Term	Qu -tons/sq. ft.	N (unreliable)	Term	N - blows/foot			
Very Soft Soft Stiff Tough Very Tough Hard Very Hard <u>IDENTIFICATION Term</u> Boulder Cobble		0 - 2 3 - 4 5 - 8 9 - 15 16 - 30 30 + OLOGY e Range ver 8 in.	CF - Continuous HS - Hollow Ster HA - Hand Auge RD - Rotary Drilli	n Auger - ng			
Gravel -coar -med -fine	se 1 in ium 3/8 in	, to 3 in. , to 1 in. e to 3/8 in.	AX - Rock Core, BX - Rock Core, NX - Rock Core,	1-3/16 in. diameter 1-5/8 in. diameter 2-1/8 in. diameter			
Sand -coar -med -fine Silt Clay	ium #40 sievo #200 sievo 0.002 mm	e to #4 sieve e to #10 sieve e to #40 sieve a to #200 sieve an 0.002 mm	S - Sample Nu T - Type of Sar J - Jar AS - Auger Sam SS - Split-spoon	nple ple (2 in. O.D. with 1-3/8 in. I.D.)			
Modifying Tern	<u>Percer</u>	it by Weight	R - Recovery L B - Blows/ 6 in	interval, Standard Penetration Test (SPI)			
Trace Little Some And	1 <sup>.</sup> 2'	1 - 10 1 - 20 1 - 35 5 - 50	N - Blows/ foot with 140 lb Pen Pocket Per W - Water Con Uw - Dry Unit W Qu - Unconfined Str - % Strain at WL - Water Leve WD - While Drillin AD - After Drillin DCI - Dry Cave-in WCI - Wet Cave- LL - Liquid Limi PL - Plastic limi PI - Plasticity In	to drive 2 in. O.D. split-spoon sampler . hammer falling 30 in., (STP) hetrometer reading, tons/ sq. ft. tent, % of dry weight eight of soil, lbs./ cu. ft. I Compressive Strength, tons/ sq. ft. Qu. el ng g n t, %			

APPENDIX

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## SOIL AND MATERIAL CONSULTANTS, INC.

File No. 20516

8 WEST COLLEGE DRIVE OFFICE: (847) 870-0544 ARLINGTON HEIGHTS, IL 60004 FAX: (847) 870-0661

## SOIL TEST DATA

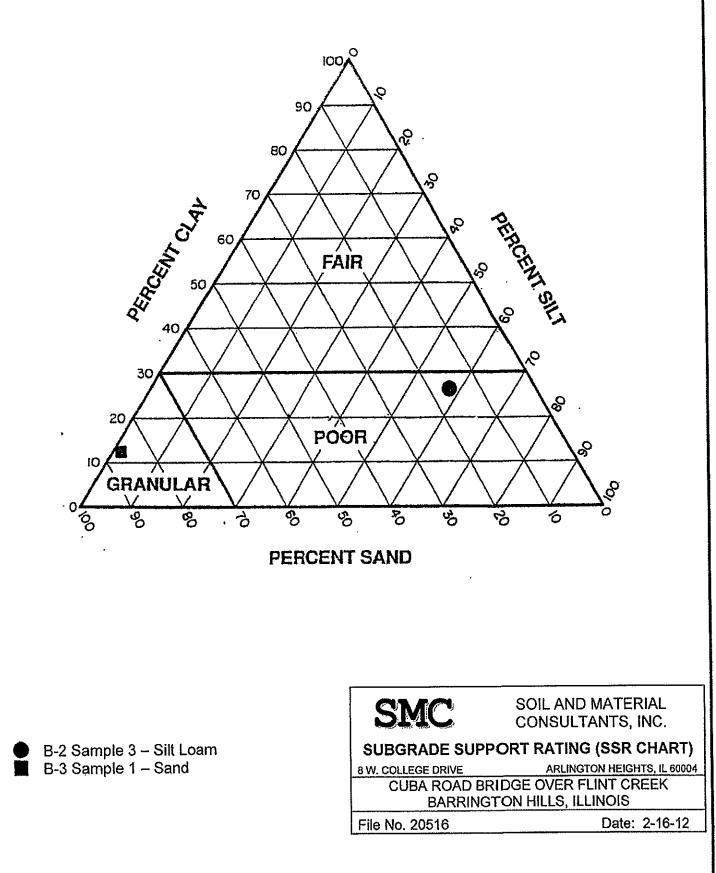
CLIENT: Gewalt Hamilton Associates, Inc.

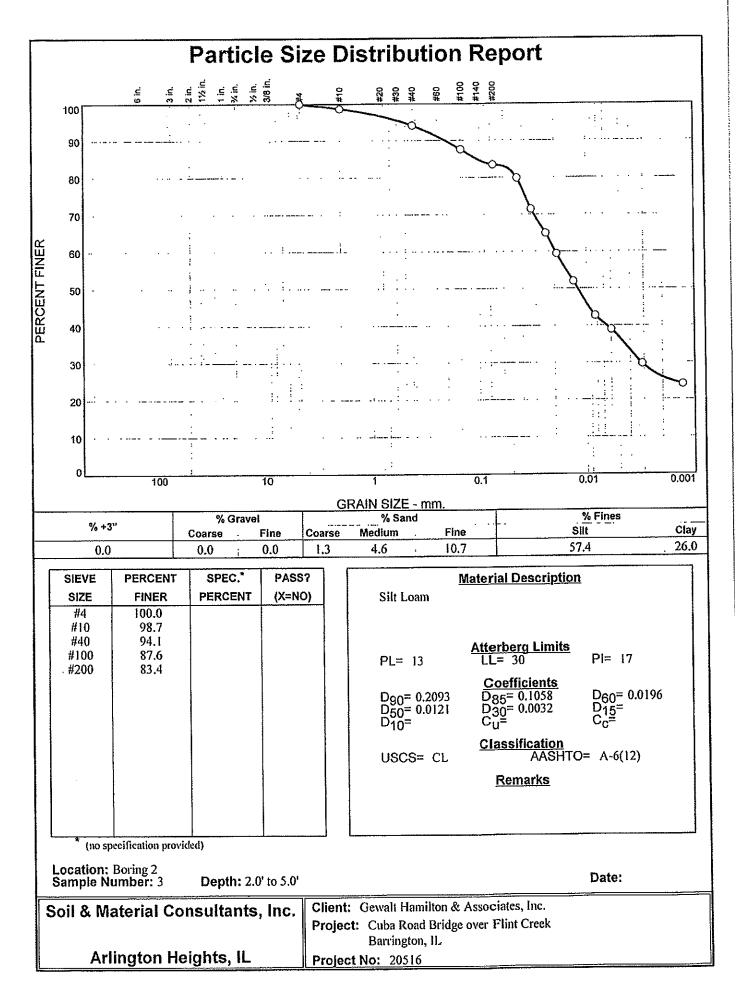
## PROJECT: Cuba Road Bridge over Flint Creek

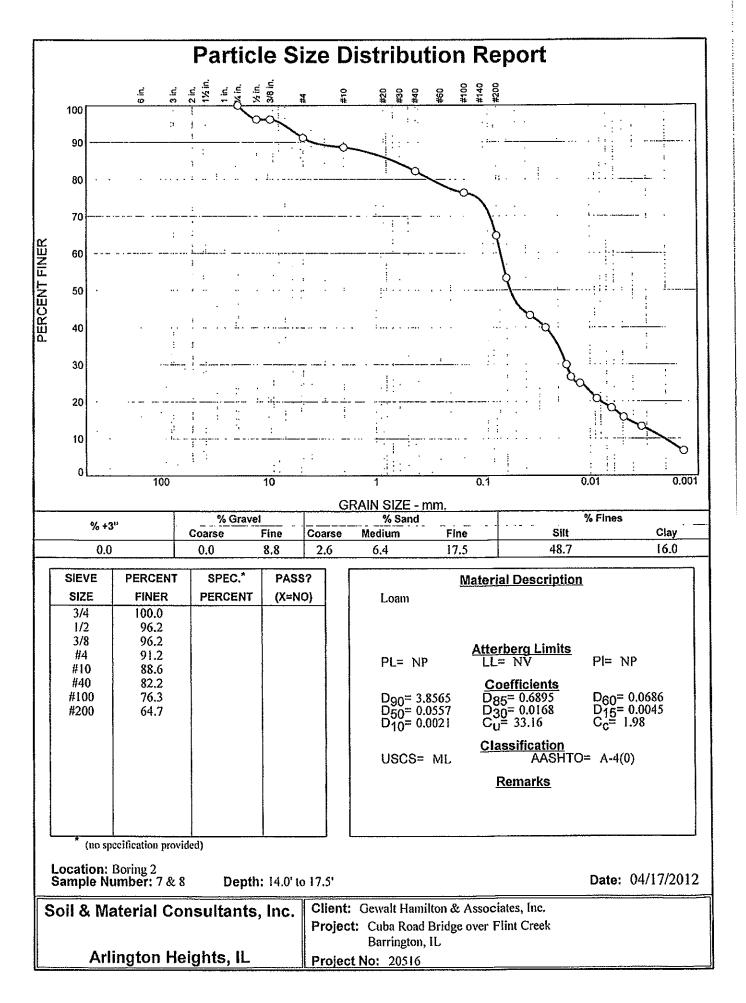
BORING NO.			B-2	B-2	B-3
SAMPLE NO.			3	7 & 8	1
DEPTH			2.0' - 5.0'	14.0' – 17.5'	1.0' – 2.5'
ELEVATION			770.5' – 767.5'	758.5' – 755.0'	769.0' – 767.5'
GRAIN SIZE C	LASSIFICATIO	DN .	Silt Loam	Loam	Sand
AASHTO CLAS	SSIFICATION		A-6(12)	A-4-(0)	A-1-a
GRADATION-F	PASSING 1" SI	EVE %	100	100	100
14	3/4"	" %	100	100	100
tt.	1/2"	" %	100	96	91
ĸ	3/8"	" %	100	96	81
E£.	No. 4	" %	100	91	64
4	No. 10	" %	99	89	48
"	No. 40	" %	94	82	24
Ci	No. 100	" %	88	76	15
tt	No. 200	" %	83	65	12
GRAVEL		%	0	9	36
SAND		%	17	27	52
SILT		%	57	49	12
CLAY	· · · · · · · · · · · · · · · · · · ·	%	26	16	
LIQUID LIMIT		%	30	NV	NV
PLASTICITY IN	NDEX	%	17	NP	NP

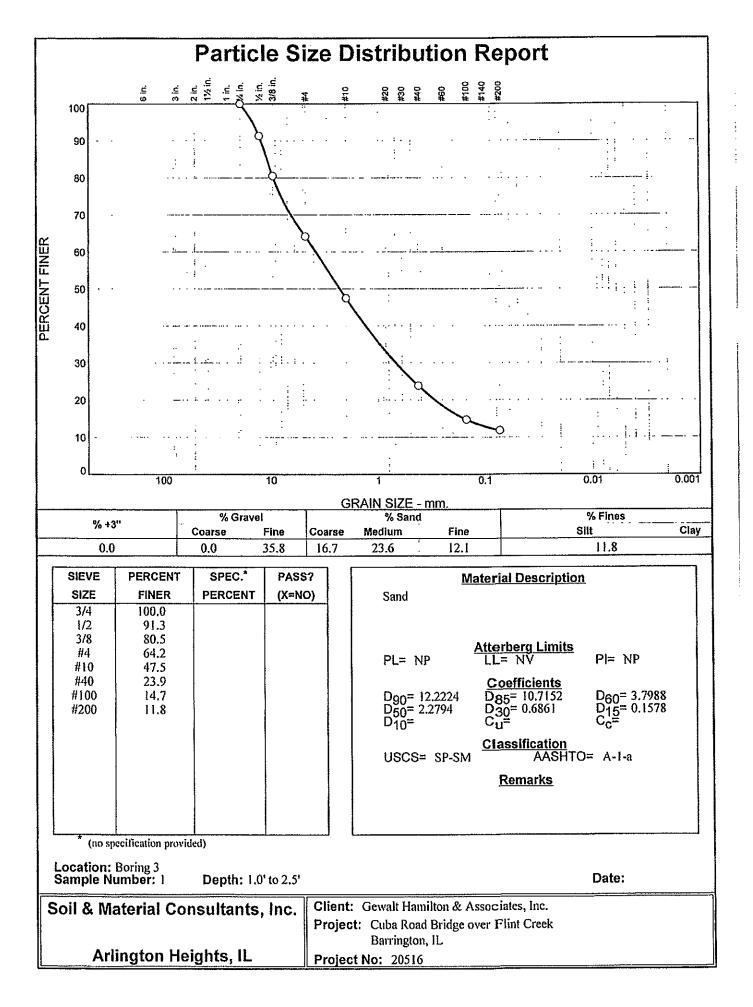
**REMARKS:** 

# SUBGRADE SUPPORT RATING (SSR CHART)











office: 1-847-870-0544 fax:1-847-870-0661 www.soilandmaterialconsultants.com us@soilandmaterialconsultants.com

> January 9, 2015 File No. 20516

Mr. Todd P. Gordon, P.E. Gewalt Hamilton Associates, Inc. 625 Forest Edge Drive Vernon Hills, IL 60061

> Re: Soil Sample Analysis Cuba Road Bridge over Flint Creek Barrington Hills, Illinois

Dear Mr. Gordon:

One soil sample was collected from the area shown on the attached sketch. True North Consultants, Inc. performed a Historical and Regulatory Review of the project area along with soil sampling and analysis. The test results are representative of the soils sampled. The analysis is intended to provide the designer and contractor with information specific to the soil samples tested. The soil samples and findings may or may not be representative of other soils on the site. Soil loaded in trucks for off-site disposal at a licensed facility may or may not be represented by these findings.

The analysis performed by True North Consultants, Inc. demonstrated compliance with the uncontaminated soil certification requirements. True North Consultants, Inc. has issued an Illinois Environmental Protection Agency (IEPA) LPC-663 certificate for this area. The LPC-663 certificate is required at all IEPA Regulated Dump Sites prior to hauling soils.

The contractor should contact the licensed facility to determine specific acceptance criteria for soils prior to removing soil from the project site.

If you have any questions concerning this submittal, please let me know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Joseph A. Klawitter, P.E. Director of Engineering

JAK Enc.

8WEST COLLEGE DRIVE + ARLINGTON HEIGHTS, IL60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL



Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

## Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663 Revised in accordance with 35 III. Adm. Code 1100, as

amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 III. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

## I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name:	CCDD Soil Assessment		Office Phone Number, if available:				
-	ocation (address, inclduding n ad and North Buckley Road		•				
City: Barrington	n Hills State:	<u>IL</u>	Zip Code: <u>60010</u>				
County: <u>Lake</u>			Township: Cuba		<u></u>		
Lat/Long of app	roximate center of site in dec	imal degrees (DI	D.ddddd) to five dec	imal places (e.g.,	40.67890, -90.12345):		
Latitude: <u>42</u>	.176145 Longitude:	-88.185009					
(D	ecimal Degrees)	(-Decimal Degi	rees)				
Identify how t	he lat/long data were determ	ined:					
🔲 GPS	🛛 Map Interpolation 🛛 🛛	Photo Interpolatic	on 🗌 Survey [	Other			
IEPA Site Numl	ber(s), if assigned: BO	L:	BOW:	· · · · · · · · · · · · · · · · · · ·	BOA:		
II. Owner/O	perator Information for	Source Site			4. Or		
	Site Owner				te Operator		
Name:	Village of Barrington Hills	<u>.                                    </u>	Name:	Village of Barrin			
Street Address:	112 Algonquin Road	<u></u>	Street Address:	112 Algonquin I	Road		
PO Box:			PO Box:				
City:	Barrington Hills	State: IL	City:	<b>Barrington Hills</b>	State: IL		
Zip Code:	60010 Phone: 8	47-551-3000	Zip Code:	60010	Phone: 847-551-3000		
Contact:	Robert Kosin, Director of Ac	Iministration	Contact:	Robert Kosin, D	Pirector of Administration		
Email, if availab	nle rkosin@barringtonhills-il		Email if availab	Email if available: rkosin@barringtonhills-il.gov			

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms LPC 663 Rev. 8/2012 Management Center. Project Name: CCDD Soil Assessment

Latitude: <u>42,176145</u> Longitude: -88,185009

## **Uncontaminated Site Certification**

## III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a)]:

A limited historical & regulatory review was performed to identify PIPs. Site reconnaissance was performed while sampling to evaluate on-site environmental conditions & potential PIPs. Based on the nature & scope of the project, 1 soil sample was collected for indicator contaminants associated with identified PIPs, and screened with a PID. Figure 2 shows sample locations.

b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 III. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 III. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

See attached analytical summary tables, laboratory reports and associated NELAC certification. Figure 2 identifies the project area that is covered by this certification.

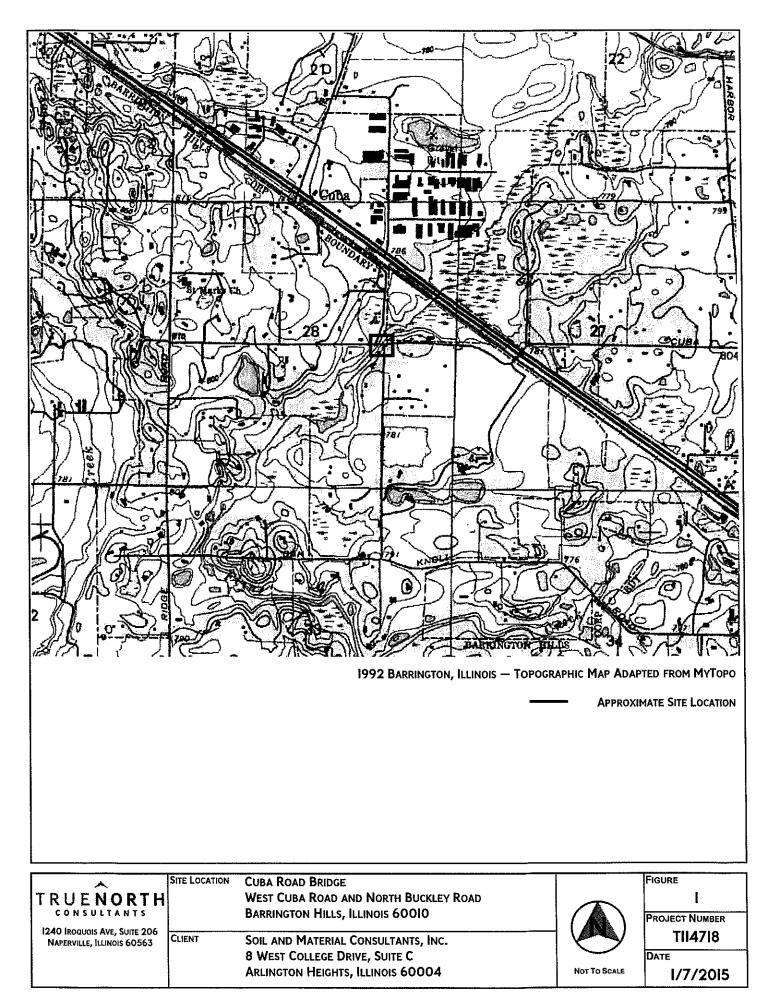
## IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

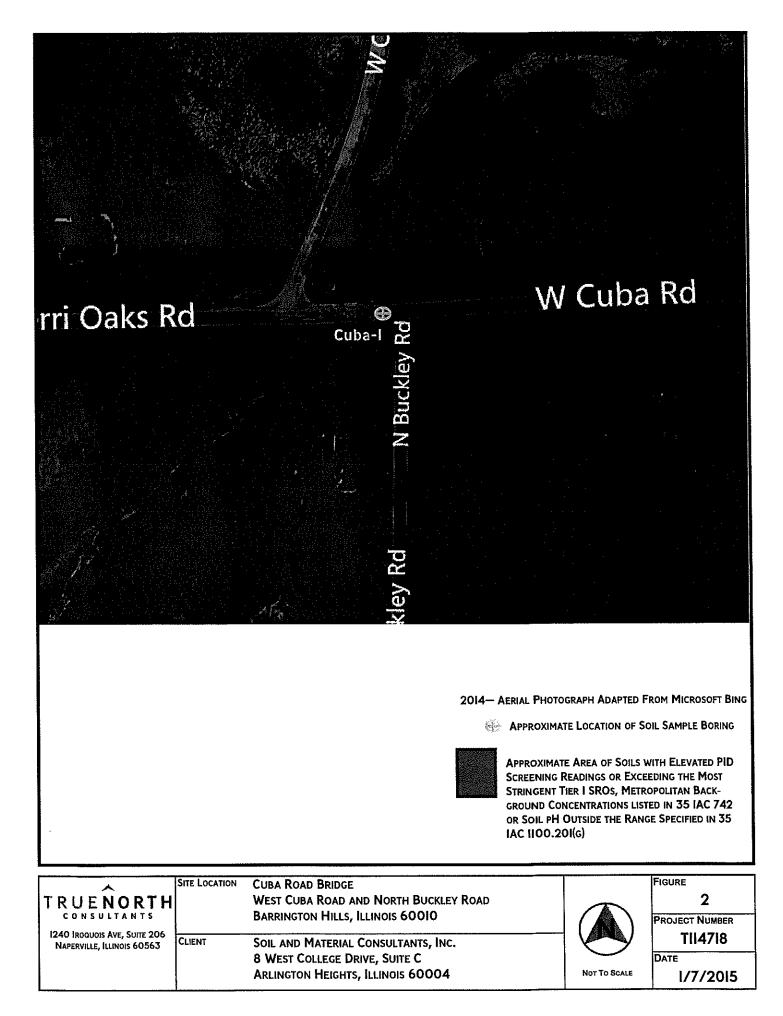
I. Ryan M. LaDieu, P.E. (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 III. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name:	True North Consultants							
Street Address:	1240 Iroquois Avenue,	, Suite 206						
City:	Naperville	State: IL Zip Code: 60563						
Phone:	630.717.2880		OFESSIONA					
Ryan M. LaDieu Printed N Licensed Professio Licensed Professio	<u>G</u> :		RYAN M. LaDIEU 062-053687 * F OF ILLINO.					

P.E. or L.P.G. Seal:





#### TABLE I

#### Summary of Soll Analytical Results - Soli Characterization Sampling

#### Volatile Organic Compounds (VOCs)

CLIENT: Soil and Material Consultants

SITE: Cuba Road Bridge, West Cuba Road and North Buckley Road, Barrington Hills, Illinois 60010

SAMPLE DATE: December 18, 2014 LABORATORY: Prairie Analytical Systems, Inc. MATRIX: Soli

PROJECT NUMBER: Til4718

Analytical Method: EPA Method 5035A/82608

Contaminant of Concern	Maximum Allowa		energia assistante	Contraction of the State of the	
Contaminant of Concerns		his Conceptesting	Sample JD	Cuba-1	
Cantaminant of Cancern	(MAC) within a Met	ropolitan Statistical	Sample Date	32/18/2014	
Containment of Concern		(MSA)	Depth	4-61	
			COMPANY 2017 2010		
	Value	Objective	Soll Type	Slity Clay	
Acetone	25	MAC		(0.0409	
Benzeae	0.03	MAC		(0.00409	
Bromodichloromethane	0.6	MAC		(0.00409	
Bremelorm	0,8	MAC		< 0.00409	
Bromomethane	0.2	MAC		(0.00818	
2-Butanone	17	MAC		< 0.008l8	
Carbon disulfide	9	MAC		(0.00818	
Carbon tetrachloride	0.07	MAC		(0.00409	
Chlorobenzene	1	MAC		(0.00409	
Chloreform	0,3	MAC		< 0.00409	
1,2-Diaromo-3-chioropropane	0.002	MAC		<0.0008l8	
Dibromochloromethane	0,4	MAC		(0.00409	
1,2-Dibromoethane	0.005	MAC		< 0.00164	
i,2-Dichlorobenzene	17	MAC		< 0.00409	
I,4-Dichlorobenzene	2	MAC		< 0.D0409	
I,I-Dichioroethane	23	MAC		< 0.00409	
1,2-Dichloroethane	0.02	MAC		< 0.00409	
I,I-Dichloroethylene	0,06	MAC		(0.00409	
cis-1,2-Dichlaroethylene	0.4	MAC		(0.00409	
trans-1,2-Dichloroethylene	0.7	MAC		< 0.00409	
I,2-Dichloropropane	0.03	MAC		< 0.00409	
cls-1,3-Dichloropropene	0.005	MAC		< 0.00245	
trans-1,3-Dichloropropene	0,005	MAC	and a state of the	(0.00245	
1,3-Dichloropropene (total)	0.005	MAC	and the second	(0.00245	
Ethylbenzene	3	MAC		< 0.00409	
Methyl tertlary-butyl ether	0.32	MAC		< 0.00409	
Methylene chloride	0.02	MAC		(0.00409	
Styrene	4	MAC		< 0.00409	
Tetrachloroethylene	0,06	MAC		(0.00409	
Toluene	12	MAC		< 0.00409	
l,i,i-Trichloroethane	2	MAC	-1-paragram	(0.00409	
1,1,2-Trichloroethane	0,02	MAC		(0.00409	
Trichloroethylene	0,06	MAC		(0.00409	
Vinyl Acetate	10	MAC		< 0.00409	
Vinyi Chioride	0,01	MAC		< 0.00409	
o-Xylene	6.5	MAC	and the second states of the	(0,00409	
m,p-Xylenes	5,6	MAC		(0.00818	
Xylenes (total)	5.6	MAC		(0.0123	

otes:

enstituents that are not identified in 35 IAC IIOO Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

= Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted. NA = This constituent was not analyzed.

NE = No remediation objective established by the IEPA for this constituent.

Bold identifies an exceedence of the referenced objective.

TRUENORTH

					TABLE 2
			Summary	of Soll Analytic	ical Results - Soil Characterization Sampling
				Semi-Volati	tile Organic Compounds (SVOCs)
CLIENT:	Soli and Material C	onsultants			SAMPLE DATE: December 18, 2014
SITE:	Cuba Road Bridge,	West Cuba Road and N	orth Buckley Road	i, Barrington Hills	ils, Illinois 60010 LABORATORY: Prairie Analytical Systems, Inc.
PROJECT NUMBER:	TI14718				MATRIX: Soli
					Analytical Method: EPA Method 8270
	Maximum Allow	able Concentration	Sample ID	Cuba-l	
Contaminant of Concern	(MAC) within a Me	etropolitan Statistical a (MSA)	Sample Date	12/18/2014	
containpant of concesti		4111940	Depth	4:5	
	Value	Objective	Soll Type	Sility Clay	Even for a series of the serie
Acenaphthene	570	MAC		< 0.400	
Anthracene	12000	MAC		( 0.400	
Benzo(a)anthracene	1.8	MAC		( 0.400	
Benzo(b)fluoranthene	2.1	MAC		(0.400	enterstellener instrumperingenterstellen ertillerterstellenterstellenterstellenterstellenterstellenterstellenter
Benzo(k)fluoranthene	9.0	MAC	1,000 (Contraction)	(0.400	energingen von en senergingen an der
Benzo(a)pyrene	2.1	MAC	***	(0.072)	
Benzoic Acid Bis{2-chloroethyl}ether	400	MAC		< 0.400 < 0.400	
Bis(2-ethylhexyl)phthalate	46	MAC		(0.400	
Butyl benzyl phthalate	930	MAC		(0.400	PROFESSIONE AND
Carbatole	0.6	MAC		(0.400	
4-Chioroanliine	0.7	MAC		(0,400	
2-Chiorophenol	1.5	MAC		(0,400	
Chrysene	58	MAC	a contraction of the	( 0.400	
Di-n-butyi phthalate	2300	MAC		(0.400	
Di-n-octyl phthalate	0.42	MAC		(0.400	
Dibenz(a,h)anthracene 3,3'-Dichlorobenzidine	1.3	MAC		(0.080)	
2.4-Dichiorophenal	0,48	MAC	Compared of Case	(0.240	
Diethyl phthalate	470	MAC	the second	(0.400	
2,4-Dimethylphenol	9	MAC	Horizan and Andrews	( 0.400	
2,4-Dinitrophenol	3.3	MAC	When the state of the state	0,180	
2,4-Dinitrotoluene	0.25	MAC		(0.120	
2,6-Dinitrotoluene	0.26	MAC		(0.120	
Fluoranthene	3100	MAC		< 0.400 < 0.400	
Fisorene Hexachiorobenzene	560 0,4	MAC		< 0,400	
Hexachiorocyclopentadiene	1.1	MAC		(0.400	
Hexachioroethane	0.5	MAC	*//==	(0.240	
Indeno(I,2,3-cd)pyrene	1.6	MAC		(0.400	
Isophorone	8	MAC	and a state strategy at	(0,400	
2-Methylphenol	15	MAC		10.400	
Naphthalene	8,1	MAC		( 0,400	
Nitrobenzene	0.26	MAC		(0.090)	n ne versien en de stander en de stander Bestender en de stander en d Bestender en de stander en d
N-Nitroso-di-n-propylamine	0.0018	MAC		(0.0007)7	
N-Nitrosodiphenylamine Pentachlorophenol	0.02	MAC		< 0.400 < 0.0i20	
Phenol	100	MAC		(0.400	
Pyrene	2300	MAC		(0.400	
1,2,4-Trichlorobenzene	5	MAC		(0.400	
2,4,5-Trichlorophenol	26	MAC		( 0.400	
2,4,6-Trichlorophenol	0.66	MAC	Services 25	0810 >	
Notes:					

Constituents that are not identified in 35 IAC 1100 Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

c = Analyte not detected (i.e. less than RL or MDL) All data reported in milligrams per kilogram (mg/kg) unless otherwise noted. NA = This constituent was not analyzed. NE = No remediation objective established by the IEPA for this constituent. Bold identifies an exceedence of the referenced objective.



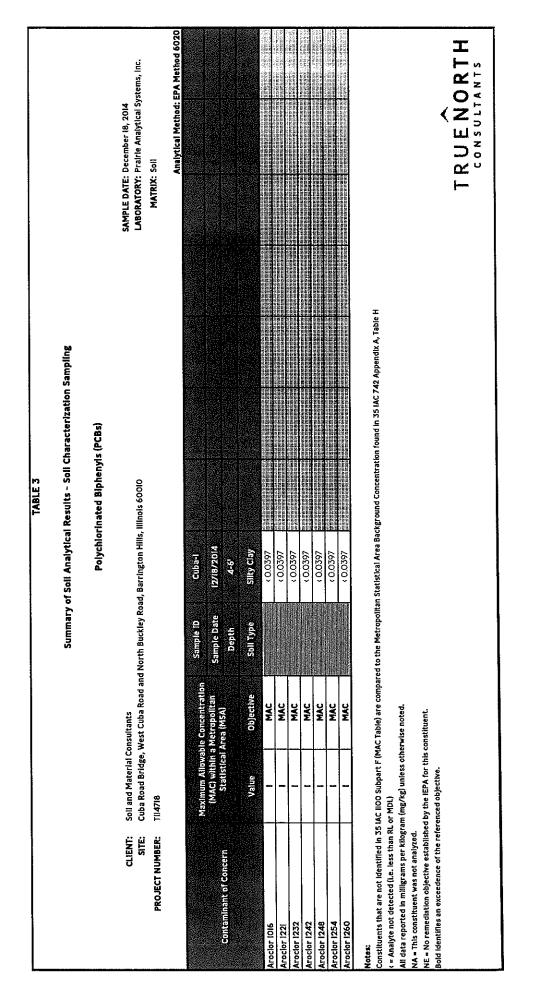


					TABLE 4	
			Summary o	l Soll Analytic	Summary of Soll Analytical Results - Soll Characterization Sampling	Sampling
			Res	ource Conser	Resource Conservation Recovery Act (RCRA) Metals	<u>s</u>
CLIENT: Site: Project number:	Soil and Material Consultants Cuba Road Bridge, West Cuba Til4718	Soli and Material Consultants Cuba Road Bridge, West Cuba Road and North Buckley i Til4718	d North Buckley Road	Road, Barrington Hills, Illinois 60010	, Illinois 60010	SAMPLE DATE: December 18, 2014 LABORATORY: Prairie Analytical Systems, Inc. MATRIX: Soli
						Analytical Method: EPA Method 6020
			Sample ID	Cuba-I		
	Maximum Allowab	Maximum Allowable Concentration	Sample Date	12/18/2014		
	(MAC) within a Metropolitan	s Metropolitan Area (MCA)	PH S	8.5		
CONCOMINANC OF CONCELIN	ופרווכוופול	Alea (1134)	6.25 ¢ pH ¢ 9.0	Yes		
			Depth	4-6'		
	Value	Objective	Soil Type	slity Clay		
Arsenic	51	MAC		9.21		
Barlum	1,500	MAC		92.0		
Cadmium	5.2	MAC		< 0.57I		
Chromlum	21	MAC		31.6		
Lead	107	MAC		47.6		
Mercury	0.89	MAC		¢ 0.0914		
Selenium	[.3	MAC		¢ 0.571		
Silver	4.4	MAC		د 0.57۱		
Notes: Notes: Constituents that are not Identified in 35	IAC IIOO Subpart F (M	AC Table) are compa	red to the Metropolitan	Statistical Area B	orettes: constituents that are not identified in 35 IAC 1100 Subbart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H	42 Appendix A, Table H
c = Analyte not detected (i.e. less than RL or MDL)	or MDL)	•				
All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.	ım (mg/kg) unless oth	erwise noted.				
NA = This constituent was not analyzed.	d ku the IEDA for this .	constituent.				
Bold identifies an exceedence of the referenced objective.	enced objective.					<
						TRUENORTH
						CONSULTANTS

					TABLE 5	
			Summary o	l Soll Analytica	ry of Soli Analytical Results Soli Characterization Sampling	
			Rei	ource Conserv	Resource Conservation Recovery Act (RCRA) Metals	
CLJENT: SITE:	Soil and Material Consultants Cuba Road Bridge, West Cuba Road and North Buckley	onsultants West Cuba Road an	đ North Buckley Roa	Road, Barrington Hills, Illinois 600i0	, Illinois 60010	SAMPLE DATE: December 18, 2014 LABORATORY: Prairle Analytical Systems, inc.
PROJECT NUMBER:	TII4718					MATRIX: Soil Analytical Method: EPA Method 6020
	Maximum Allowable Concentration	de Concentration	Sample ID	Cuba-1		
Contaminant of Concern	(MAC) within a Metropolitan Statistical Area (MSA)	Metropolitan Area (MSA)	Sample Date Depth	12/18/2014 4-5'		
	Value	<b>Objective</b>	Soll Type	Slity Clay		
Arsenic	0.05	SCOG		NA		的复数 化合体化合体 化合体化合体化合体化合体化合体化合体化合体化合体化合体化合体化合体化合体化合体化
Barlum	2	SCOG		NA		20 전체 전 등 20 번 10 전 10 전 20 전 20 번 20 번 20 번 20 번 20 번 20 번 2
Cadmium	0.005	scog		NA		
Chromium	0.1	scoc		0.0922		and the second secon Second second second Second second
Lead	0.0075	scog		NA		
Mercury	0.002	scoc		AN		
Selenium	0.05	scoc		AA		
Slber	0.05	scog		NA		
Notes: Constituents that are not identified in 35	IAC IIOO Subpart F (M	AC Table) are compar	ed to the Metropolitar	Statistical Area Ba	Notes: Constituents that are not identified in 35 IAC IIOO Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H	
As an alternative to the subject maximum. Groundwater ingestion Exposure Route o	i allowable concentrat) bjective (35 III. Admin.	on value, compliance Code 742.Appendix	: verification may be de B, Table A). (See 35 iA(	termined by compa : IIOO.610(b)(I)(B); II(	As an alternative to the subject maximum allowable concentration value, compilance verification may be determined by comparing soil sample extraction results (TCLP/SPLP) for this constituent to the respective TACO Class I Soil Component of the Groundwater ingestion Exposure Route objective (35 III. Admin. Code 742. Appendix B, Table A). (See 35 IAC 1100.610(b)X)(B); 1100.610(b)X3)(C).	ACO Class I Soll Component of the
<ul> <li>Analyte not detected (i.e. less than RL or MDL)</li> <li>All data reported in milligrams per liter (mg/L) unless otherwise noted.</li> </ul>	. or MDL) ng/L) unless otherwise	noted.				
NA = This constituent was not analyzed. NE = No remediation objective established by the IEPA for this constituent. Bold identifies an exceedence of the referenced objective.	d by the IEPA for this c renced objective.	constituent.				TPILENORTH
						CONSULTANTS



Tuesday, January 6, 2015

Marjory McMahon True North Consultants 1240 Iroquois Avenue, Suite 210 Naperville, IL 60563

TEL: (630) 717-2880 FAX: (630) 689-5881

RE: CCDD-SMC: Cuba & Buckley Rds Barrington

AMENDED REPORT PAS WO: 14L0466

Prairie Analytical Systems, Inc. received 1 sample(s) on 12/18/2014 for the analyses presented in the following report.

All applicable quality control procedures met method specific acceptance criteria unless otherwise noted.

This is an AMENDED REPORT issued subsequent to the orginal report. Please see the case narrative for the nature of the amendment.

This report shall not be reproduced, except in full, without the prior written consent of Prairie Analytical Systems, Inc.

If you have any questions, please feel free to contact me at (217) 753-1148.

Respectfully submitted,

Kristen A. Potter Project Manager

**Certifications:** 

NELAP/NELAC - IL #100323

\*

1210 Capital Airport Drive 9114 Virginia Road Suite #112 Springfield, IL 62707 Lake in the Hills, IL 60156 1.217.753.1148 \* 1.217.753.1152 Fax 1.847.651.2604 \* 1.847.458.0538 Fax

\*

**Client:** 

**Project:** 

Date: 1/6/2015

# LABORATORY RESULTS

True North Consultants

CCDD-SMC: Cuba & Buckley Rds Barrington

Lab Order: 14L0466

### **Case Narrative**

This report was originally issued on 12/30/14. Since then the client requested that the sample be analyzed for SPLP chromium. This amended report includes the additional data.

# Prairie Analytical Systems, Inc.

Date: 1/6/2015

			LABO	RATO	DRY RESU	LTS				
Client:	True North Cons	sultants								
Project:	CCDD-SMC: Cu	uba & Buo	kley Rds Ba	rrington	l		Lab Order: 14	L0466		
Client Sample ID:	Cuba 1		•	-			Lab ID: 14	4L0466-01		
Collection Date:	12/18/14 8:30						Matrix: S	olid		
A maltures	1	Result	Limit	Qual	Units	DF	Date Prepared	Date Analyzed	Method	Analyst
Analyses		Кезин	Later	Qua	QIIIIS	Dr	Daterreparen	Date Analyzeu	nicinou	Augue
Volatile Organic Compoun	ds by GC-MS		0.0400				10/00/14 0.00	12/29/14 15:43	SW8260B Re	AJD
*Acetone *Benzene		บ บ	0.0409		mg/Kg dry	1	12/29/14 0:00 12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*Bromodichloromethane		ប	0.00409 0.00409		mg/Kg dry mg/Kg dry	1 1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*Bromoform		U	0.00409		mg/Kg dry mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*Bromomethane		U	0.00818		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*2-Butanone		U	0.00818		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*Carbon disulfide		Ŭ	0.00818		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*Carbon tetrachloride		Ŭ	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*Chlorobenzene		Ū	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*Chloroform		Ū	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*1,2-Dibromo-3-chloropropa	ne	Ū	0.000818		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*Dibromochloromethane		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*1,2-Dibromoethane		U	0.00164		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AЛD
*1,2-Dichlorobenzene		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AЛD
*1,4-Dichlorobenzene		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*1,1-Dichloroethane		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*1,2-Dichloroethane		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*1,1-Dichloroethene		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	АJD
*cis-1,2-Dichloroethene		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	АJD
*trans-1,2-Dichloroethene		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*1,2-Dichloropropane		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*cis-1,3-Dichloropropene		U	0.00245		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	AJD
*trans-1,3-Dichloropropene		U	0.00245		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	
*1,3-Dichloropropene (total)		U	0.00245		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	
*Ethylbenzene		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	
*Methyl tert-butyl ether		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	
*Methylene chloride		υ	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	
*Styrene		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	
*Tetrachloroethene		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	
*Toluene		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	
*1,1,1-Trichloroethane		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	
*1,1,2-Trichloroethane		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43 12/29/14 15:43	SW8260B Re SW8260B Re	
*Trichloroethene		U	0.00409		mg/Kg dry	1	12/29/14 0:00	12/29/14 15:43	SW8260B Re	
*Vinyl acetate		U U	0.00409 0.00409		mg/Kg dry	1	12/29/14 0:00 12/29/14 0:00		SW8260B Re	
*Vinyl chloride		บ บ	0.00409		mg/Kg dry mg/Kg dry	1 1	12/29/14 0:00		SW8260B Re	
o-Xylene m,p-Xylenes		U	0.00409		mg/Kg dry mg/Kg dry	1	12/29/14 0:00		SW8260B Re	
*Xylenes (total)		U	0.0123		mg/Kg dry	1	12/29/14 0:00		SW8260B Re	
Surrogate: 4-Bromofluorobenzei		U	112%		телке шу 75-1		12/29/14 0:00		SW8260B Re	
Surrogate: 1,2-Dichloroethane-c			123 %	\$2	75-1		12/29/14 0:00		SW8260B Re	
Surrogate: Toluene-d8			116%		78-1		12/29/14 0:00		SW8260B Re	
barrogate. Tomene ao			110,0		,	- /				
Semi-Volatile Organic Co	mounds by CC!	MS								
*Acenaphthene	apounds by GC-1	U	0.400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	ЈКА
*Anthracene		U	0.400		mg/Kg dry mg/Kg dry	1	12/24/14 9:24			JKA
*Benzo(a)anthracene		U U	0.400		mg/Kg dry	1	12/24/14 9:24			JKA
*Benzo(b)fluoranthene		υ	0.400		mg/Kg dry	1	12/24/14 9:24			JKA
*Benzo(k)fluoranthene		υ	0.400		mg/Kg dry	1	12/24/14 9:24			JKA
*Benzo(a)pyrene		Ŭ	0.0721		mg/Kg dry	1	12/24/14 9:24			JKA

# LABORATORY RESULTS

Page 3 of 19

# Prairie Analytical Systems, Inc.

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# LABORATORY RESULTS

Client: 7	rue North Cons	ultanto								
	CDD-SMC: Cu		blev Rde Pa	minator	n		Lab Order: 14	L0466		
•			vich izaz Da	urmanı	L			1L0466-01		
	Cuba 1									
Collection Date: 1	2/18/14 8:30						Matrix: So	olid		
Analyses		Result	Limit	Qual	Units	DF	Date Prepared	Date Analyzed	Method	Analyst
Benzoic acid		U	0.400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*Bis(2-chloroethyl)ether		U	0.400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA JKA
*Bis(2-ethylhexyl)phthalate		U	0,400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA JKA
*Butyl benzyl phthalate		U	0.400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C SW8270C	JKA
*Carbazole		U	0.400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*4-Chloroaniline		U	0.400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17 12/30/14 15:17	SW8270C	JKA
*2-Chlorophenol		U	0.400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*Chrysene		U	0.400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*Di-n-butyl phthalate		U	0.400		mg/Kg dry	1	12/24/14 9:24 12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*Di-n-octyl phthalate		U	0.400		mg/Kg dry	1		12/30/14 15:17	SW8270C	JKA
*Dibenz(a,h)anthracene		U	0.0721		mg/Kg dry	1	12/24/14 9:24 12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*3,3'-Dichlorobenzidine		U	0.0801		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*2,4-Dichlorophenol		U	0.240		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*Diethyl phthalate		U	0.400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*2,4-Dimethylphenol		U	0.400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	ЛА
*2,4-Dinitrophenol		U	0.180		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*2,4-Dinitrotoluene		U	0.120		mg/Kg dry mg/Kg dry	1 1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*2,6-Dinitrotoluene		ប ប	0.120			1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*Fluoranthene		U U	0.400 0.400		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
*Fluorene		U U			mg/Kg dry mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*Hexachlorobenzene		U U	0.120 0.400		mg/Kg dry mg/Kg dry	1	12/24/14 9:24		SW8270C	ЈКА
*Hexachlorocyclopentadiene		U U	0.400		mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*Hexachloroethane		U	0.240		mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*Indeno(1,2,3-cd)pyrene		υ	0.400		mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*Isophorone		U	0.400		mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*2-Methylphenol		U	0.400		mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*Naphthalene *Nitrobenzene		U	0.0901		mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*N-Nitroso-di-n-propylamine		U	0.000717	м	mg/Kg dry	î	12/24/14 9:24		SW8270C	JKA
*N-Nitrosodiphenylamine		U	0.400		mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*Pentachlorophenol		Ŭ	0.0120		mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*Phenol		Ŭ	0.400		mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*Pyrene		Ŭ	0.400		mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*1,2,4-Trichlorobenzene		Ŭ	0.400		mg/Kg dry	1	12/24/14 9:24		SW8270C	JKA
*2,4,5-Trichlorophenol		Ŭ	0.400		mg/Kg dry	1	12/24/14 9:24		SW8270C	ЈКА
*2,4,6-Trichlorophenol		U	0.180		mg/Kg dry	1	12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
Surrogate: 2-Fluorobiphenyl			85 %		40-12		12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
Surrogate: 2-Fluorophenol			52 %		20-11		12/24/14 9:24		SW8270C	JKA
Surrogate: Nitrobenzene-d5			71%		45-13		12/24/14 9:24	12/30/14 15:17	SW8270C	JKA
Surrogate: Phenol-d6			50 %		20-10		12/24/14 9:24		SW8270C	JKA
Surrogate: 4-Terphenyl-d14			92 %		60-13		12/24/14 9:24		SW8270C	JKA
Surrogate: 2,4,6-Tribromophenol			52 %		30-10		12/24/14 9:2		SW8270C	JKA
ourrogaie, 2,1,0-1110/omophenor										
Polychlorinated Biphenyls b	y GC-ECD								67120000	
*Aroclor 1016		U	0.0397		mg/Kg dry	1	12/24/14 9:2			AJD
*Aroclor 1221		U	0.0397		mg/Kg dry	1	12/24/14 9:2			AJD
*Aroclor 1232		U	0.0397		mg/Kg dry	1	12/24/14 9:2			AJD
*Aroclor 1242		U	0.0397		mg/Kg dry	1	12/24/14 9:2			AJD
*Aroclor 1248		υ	0.0397		mg/Kg dry	1	12/24/14 9:2			AJD
*Aroclor 1254		U	0.0397		mg/Kg dry	1	12/24/14 9:2	5 12/29/14 16:20	) SW8082	AJD

Page 4 of 19

# Prairie Analytical Systems, Inc.

Date: 1/6/2015

Client: Project:	True North Consultants CCDD-SMC: Cuba & B	uckley Rds Ba	minaton			Lab Order: 14I	.0466		
Client Sample ID:	Cuba 1	lokicy Rus De	armgion				20466-01		
Collection Date:						Matrix: Sol			
Conection Date:	12/18/14 8:30								
Analyses	Result	Limit	Qual	Units	DF	Date Prepared	Date Analyzed		Analyst
*Aroclor 1260	U	0.0397		mg/Kg dry	1	12/24/14 9:25	12/29/14 16:20	SW8082	AJD
Surrogate: Decachlorobiphenyl		76 %		60-14	0	12/24/14 9:25	12/29/14 16:20	SW8082	AJD
Surrogate: Tetrachloro-m-xylene		72 %		60-14	0	12/24/14 9:25	12/29/14 16:20	SW8082	AJD
Metals by ICP-MS									
*Arsenic	9.21	0.571		mg/Kg dry	2	12/23/14 9:15	12/24/14 14:23	SW6020A	JTC
*Barium	92.0	0.571		mg/Kg dry	2	12/23/14 9:15	12/24/14 14:23	SW6020A	JTC
*Cadmium	U	0.571		mg/Kg dry	2	12/23/14 9:15	12/24/14 14:23	SW6020A	JTC
*Chromium	31.6	0.571		mg/Kg dry	2	12/23/14 9:15	12/24/14 14:23	SW6020A	JTC
*Lead	47.6	0.571		mg/Kg dry	2	12/23/14 9:15	12/24/14 14:23	SW6020A	JTC
*Mercury	U	0.0914		mg/Kg dry	2	12/23/14 9:15	12/24/14 14:23	SW6020A	ЛС
*Selenium	U	0.571		mg/Kg dry	2	12/23/14 9:15	12/24/14 14:23	SW6020A	JTC
*Silver	U	0.571		mg/Kg dry	2	12/23/14 9:15	12/24/14 14:23	SW6020A	JTC
SPLP Metals by ICP									
*Chromium	0.0922	0.00500		mg/L	1	1/5/15 9:10	1/5/15 15:15	SW6010B	RSR
Conventional Chemistry P	arameters								
*pH	8.5	0.010		pH Units	1	12/22/14 12:12	12/22/14 16:07	SW9045C	TAK
Percent Solids	82.7	0.100		%	1	12/22/14 16:10	12/23/14 12:16	ASTM D2974	TAK

# LABORATORY RESULTS

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Date: 1/6/2015

## LABORATORY RESULTS

Client: Project:

## CCDD-SMC: Cuba & Buckley Rds Barrington

True North Consultants

Lab Order: 14L0466

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch X007187 - SW 5035A VOA										
Blank (X007187-BLK1)				Prepared: 1	2/22/2014	Analyzed: 1	2/23/2014			
Acetone	U	0.0500	mg/Kg wet							
Benzene	Ŭ	0.00500	mg/Kg wet							
Bromodichloromethane	U	0.00500	mg/Kg wet							
Bromoform	U	0.00500	mg/Kg wet							
Bromomethane	U	0.0100	mg/Kg wet							
2-Butanone	U	0.0100	mg/Kg wet							
Carbon disulfide	U	0.0100	mg/Kg wet							
Carbon tetrachloride	U	0.00500	mg/Kg wet							
Chlorobenzene	U	0.00500	mg/Kg wet							
Chloroform	U	0.00500	mg/Kg wet							
.2-Dibromo-3-chloropropane	υ	0.00100	mg/Kg wet							
Dibromochloromethane	U	0.00500	mg/Kg wet							
1,2-Dibromoethane	U	0.00200								
1,2-Dichlorobenzene	U	0.00500	mg/Kg wet							
,4-Dichlorobenzene	U	0.00500								
,1-Dichloroethane	U	0.00500	mg/Kg wet							
,2-Dichloroethane	U	0.00500	mg/Kg wet							
,1-Dichloroethene	U	0.00500	mg/Kg wet							
sis-1,2-Dichloroethene	U	0.00500								
rans-1,2-Dichloroethene	U	0.00500								
,2-Dichloropropane	U	0.00500								
is-1,3-Dichloropropene	U	0.00300								
rans-1,3-Dichloropropene	U	0.00300								
l,3-Dichloropropene (total)	U	0.00300								
Ethylbenzene	U	0.00500	~ ~							
Methyl tert-butyl ether	U	0.00500	• •							
Methylene chloride	U	0.00500								
Styrene	U	0.00500								
Tetrachloroethene	บ บ	0.00500	* *							
		0.00500								
1,1,1-Trichloroethane	ប ប		mg/Kg wet mg/Kg wet							
1,1,2-Trichloroethane Trichloroethene	U U	0.00500								
Vinyl acetate	U		mg/Kg wet							
Vinyl chloride	Ŭ Ŭ		mg/Kg wet							
p-Xylene	U	0.00500								
m,p-Xylenes	U	0.0100								
Xylenes (total)	U		mg/Kg wet							
Surrogate: 4-Bromofluorobenzene	0.0494		mg/Kg wet	0.050000		99	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0389		mg/Kg wet	0.050000		78	75-119			
Surrogate: Toluene-d8	0.0498		mg/Kg wet	0.050000		100	78-114			

Client: Project:

#### True North Consultants CCDD-SMC: Cuba & Buckley Rds Barrington

Lab Order: 14L0466

		Reporting	*7 *	Spike	Source	0/D %/	%REC	RPD	RPD Limit	Notes
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	KPD	Lunt	inotes
atch X007187 - SW 5035A VOA										
.CS (X007187-BS1)				Prepared: 12	2/22/2014	Analyzed: 1	2/23/2014			
Senzene	0.0440	0.00500	mg/Kg wet	0.050000		88	80-130			
Chlorobenzene	0.0410	0.00500	mg/Kg wet	0.050000		82	85-120			
,1-Dichloroethene	0.0421	0.00500	mg/Kg wet	0.050000		84	70-130			
Sthylbenzene	0.0417	0.00500	mg/Kg wet	0.050000		83	77-132			
Toluene	0.0411	0.00500	mg/Kg wet	0.050000		82	80-130			
richloroethene	0.0449	0.00500	mg/Kg wet	0.050000		90	75-130			
-Xylene	0.0430	0.00500	mg/Kg wet	0.050000		86	80-130			
n,p-Xylenes	0.0851	0.0100	mg/Kg wet	0.10000		85	80-130			
(ylenes (total)	0.128	0.0150	mg/Kg wet	0.15000		85	80-130			
urrogate: 4-Bromofluorobenzene	0.0483		mg/Kg wet	0.050000		97	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0509		mg/Kg wet	0.050000		102	75-119			
urrogate: Toluene-d8	0.0487		mg/Kg wet	0.050000		97	78-114			
fatrix Spike (X007187-MS1)	Sou	irce: 14L033!	5-13	Prepared: 12	2/22/2014	Analyzed:	12/23/2014			
senzene	0.0556	0.00599	mg/Kg dry	0.059904	0.146	NR	50-140			
Chlorobenzene	0.381	0.00599	mg/Kg dry	0.059904	ND	636	60-130			
,1-Dichloroethene	0.0432	0.00599	mg/Kg dry	0.059904	ND	72	60-130			
Ethylbenzene	0.0200	0.00599	mg/Kg dry	0.059904	ND	33	50-140			
Foluene	0.0442	0.00599	mg/Kg dry	0.059904	ND	74	55-130			
Frichloroethene	0.0386	0.00599	mg/K.g dry	0.059904	ND	64	60-130			
o-Xylene	0.0129	0.00599	mg/Kg dry	0.059904	ND	22	60-130			
m,p-Xylenes	0.0702	0,0120	mg/Kg dry	0.11981	ND	59	60-130			
Xylenes (total)	0.0831	0.0180	mg/Kg dry	0.17971	ND	46	60-130			
Surrogate: 4-Bromofluorobenzene	0,290		mg/Kg dry	0.059904		483	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0749		mg/Kg dry	0.059904		125	75-119			
Surrogate: Toluene-d8	0.0724		mg/Kg dry	0.059904		121	78-114			
Matrix Spike Dup (X007187-MSD1)	So	urce: 14L033	5-13	Prepared: 1	2/22/2014	Analyzed:	12/23/2014			
Benzene	0.0576	0.00592	mg/Kg dry	0.059195	0.146	NR.	50-140	4	20	
Chlorobenzene	0.222	0.00592	mg/Kg dry	0.059195	ND	374	60-130	53	20	
1,1-Dichloroethene	0.0408	0.00592	mg/Kg dry	0.059195	ND	69	60-130	6	20	
Ethylbenzene	0.0204	0,00592	mg/Kg dry	0,059195	ND	34	50-140	2	25	
Toluene	0.0510	0.00592	mg/Kg dry	0.059195	ND	86	55-130	14	25	
Trichloroethene	0.0362	0.00592	mg/Kg dry	0.059195	ND	61	60-130	6	20	
p-Xylene	0.0104	0.00592	mg/Kg dry	0,059195	ND	18	60-130	22	25	
m,p-Xylenes	0.0655	0.0118	mg/Kg dry	0.11839	ND	55	60-130	7	25	
Xylenes (total)	0.0759	0.0178	mg/Kg dry	0.17759	ND	43	60-130	9	25	
Surrogate: 4-Bromofluorobenzene	0.908		mg/Kg dry	0.059195		NR	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0719		mg/Kg dry	0.059195		121	75-119			
Surrogate: Toluene-d8	0.0690		mg/Kg dry	0.059195		117	78-114			

**Client: Project:** 

# True North Consultants CCDD-SMC: Cuba & Buckley Rds Barrington

Lab Order: 14L0466

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
										·····
Batch X007274 - SW 5035A VOA				D	Anol 3-	10/00/201/				
Blank (X007274-BLK1)	U	0.0500	mg/Kg wet	rrepared &	Anaiyzed:	12/29/2014	t			
Acetone	U U									
Benzene	U U	0.00500	mg/Kg wet mg/Kg wet							
Bromodichloromethane Bromoform	U	0.00500	mg/Kg wet							
Bromomethane	U	0.0100	mg/Kg wet							
2-Butanone	Ŭ	0.0100	+ +							
Carbon disulfide	υ		mg/Kg wet							
Carbon tetrachloride	Ŭ	0.00500	mg/Kg wet							
Chlorobenzene	Ŭ	0.00500								
Chloroform	Ŭ	0.00500								
1,2-Dibromo-3-chloropropane	U U		mg/Kg wet							
Dibromochloromethane	U	0.00500								
1,2-Dibromoethane	Ŭ	0.00200								
1,2-Dichlorobenzene	บ	0.00500								
1,4-Dichlorobenzene	Ŭ	0.00500	• •							
1,1-Dichloroethane	U	0.00500								
1,2-Dichloroethane	U	0.00500	mg/Kg wet							
1,1-Dichloroethene	U	0.00500	mg/Kg wet							
cis-1,2-Dichloroethene	U	0.00500	mg/Kg wet							
trans-1,2-Dichloroethene	U	0.00500	mg/Kg wet							
1,2-Dichloropropane	U	0.00500	mg/Kg wet							
cis-1,3-Dichloropropene	ប	0.00300	mg/Kg wet							
trans-1,3-Dichloropropene	U	0.00300	mg/Kg wet							
1,3-Dichloropropene (total)	U	0.00300	mg/Kg wet							
Ethylbenzene	U	0.00500	mg/Kg wet							
Methyl tert-butyl ether	υ	0.00500	mg/Kg wet							
Methylene chloride	U	0.00500	mg/Kg wet							
Styrene	ប	0.00500	mg/Kg wet							
Tetrachloroethene	υ	0.00500	mg/Kg wet							
Toluene	U	0.00500	mg/Kg wet							
1,1,1-Trichloroethane	U	0.00500	mg/Kg wet							
1,1,2-Trichloroethane	U	0.00500	mg/Kg wet							
Trichloroethene	U	0.00500	mg/Kg wet							
Vinyl acetate	U	0.00500	mg/Kg wet							
Vinyl chloride	U	0.00500	mg/Kg wet							
o-Xylene	U	0.00500	) mg/Kg wet							
m,p-Xylenes	U		) mg/Kg wet							
Xylenes (total)	U	0.0150	) mg/Kg wet							
Surrogate: 4-Bromofluorobenzene	0.0600		mg/Kg wet	0.050000	•	120	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0550		mg/Kg wet	0.050000		110	75-119			
Surrogate: Toluene-d8	0.0544		mg/Kg wet	0.050000	I	109	78-114			

Client: Project:

#### True North Consultants CCDD-SMC: Cuba & Buckley Rds Barrington

Lab Order: 14L0466

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
L	Result	Linut			Result	MALC	Lainta			10003
Batch X007274 - SW 5035A VOA										
LCS (X007274-BS1)				Prepared &	Analyzed:	12/29/2014	<u>ا</u>			
Benzene	0.0438	0.00500	mg/Kg wet	0.050000		88	80-130			
Chlorobenzene	0.0434	0.00500	mg/Kg wet	0.050000		87	85-120			
1,1-Dichloroethene	0.0360	0.00500	mg/Kg wet	0.050000		72	70-130			
Ethylbenzene	0.0481	0.00500	mg/Kg wet	0.050000		96	77-132			
Toluene	0.0454	0.00500	mg/Kg wet	0.050000		91	80-130			
Trichloroethene	0.0446	0.00500	mg/Kg wet	0.050000		89	75-130			
o-Xylene	0.0482	0.00500	mg/Kg wet	0.050000		96	80-130			
m,p-Xylenes	0.0937	0.0100	mg/Kg wet	0.10000		94	80-130			
Xylenes (total)	0.142	0.0150	mg/Kg wet	0.15000		95	80-130			
Surrogate: 4-Bromofluorobenzene	0.0606		mg/Kg wet	0.050000		121	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0562		mg/Kg wet	0.050000		112	75-119			
Surrogate: Toluene-d8	0.0558		mg/Kg wet	0.050000		112	78-114			
Matrix Spike (X007274-MS1)	Sou	rce: 14L0486	-06RE1	Prepared &	Analyzed:	12/29/201	4			
Benzene	0.0710	0.00903	mg/Kg wet	0.090253	ND	79	50-140			
Chlorobenzene	0.0668	0.00903	mg/Kg wet	0.090253	ND	74	60-130			
1,1-Dichloroethene	0.0612	0.00903	mg/Kg wet	0.090253	ND	68	60-130			
Ethylbenzene	0.0772	0.00903	mg/Kg wet	0.090253	ND	86	50-140			
Toluene	0.0748	0.00903	mg/Kg wet	0.090253	ND	83	55-130			
Trichloroethene	0.0748	0.00903	mg/Kg wet	0.090253	ND	83	60-130			
o-Xylene	0.0766	0.00903	mg/Kg wet	0.090253	ND	85	60-130			
m,p-Xylenes	0.148	0.0181	mg/Kg wet	0.18051	ND	82	60-130			
Xylenes (total)	0.225	0.0271	mg/Kg wet	0.27076	ND	83	60-130			
Surrogate: 4-Bromofluorobenzene	0.105		mg/Kg wet	0.090253		117	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.102		mg/Kg wet	0.090253		114	75-119			
Surrogate: Toluene-d8	0.103		mg/Kg wet	0.090253		114	78-114			
Matrix Spike Dup (X007274-MSD1)	Sou	irce: 14L0480	5-06RE1	Prepared &	Analyzed:	12/29/201	4			
Benzene	0.0731	0.00865	mg/Kg wet	0.086505	ND	84	50-140	3	20	
Chlorobenzene	0.0706	0.00865	mg/Kg wet	0.086505	ND	82	60-130	6	20	
1,1-Dichloroethene	0.0611	0.00865	mg/Kg wet	0.086505	ND	71	60-130	0.2	20	
Ethylbenzene	0.0813	0.00865	mg/Kg wet	0.086505	ND	94	50-140	5	25	
Toluene	0.0779	0.00865	mg/Kg wet	0.086505	ND	90	55-130	4	25	
Trichloroethene	0.0747	0.00865	mg/Kg wet	0.086505	ND	86	60-130	0.2	20	
o-Xylene	0.0798	0.00865	mg/Kg wet	0.086505	ND	92	60-130	4	25	
m,p-Xylenes	0.155	0.0173	mg/Kg wet	0.17301	ND	90	60-130	5	25	
Xylenes (total)	0.235	0.0260	mg/Kg wet	0.25952	ND	91	60-130	4	25	
Surrogate: 4-Bromofluorobenzene	0.104		mg/Kg wet	0,086505		120	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0981		mg/Kg wet	0.086505		113	75-119			
Surrogate: Toluene-d8	0.0967		mg/Kg wet	0.086505		112	78-114			

Client: Project:

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# CCDD-SMC: Cuba & Buckley Rds Barrington

True North Consultants

Lab Order: 14L0466

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch X007240 - SW 3550B BNA										
Blank (X007240-BLK1)				Prepared: 1	2/24/2014	Analyzed:	12/29/2014			
Acenaphthene	U	0.333	mg/Kg wet							
Anthracene	U	0.333	mg/Kg wet							
Benzo(a)anthracene	υ	0.333	mg/Kg wet							
Benzo(b)fluoranthene	U	0.333	mg/Kg wet							
Benzo(k)fluoranthene	U	0.333	mg/Kg wet							
Benzo(a)pyrene	U	0.0600	mg/Kg wet							
Benzoic acid	U	0.333	mg/Kg wet							
Bis(2-chloroethyl)ether	U	0.333	mg/Kg wet							
Bis(2-ethylhexyl)phthalate	U	0.333	mg/Kg wet							
Butyl benzyl phthalate	U	0.333	mg/Kg wet							
Carbazole	U	0.333	mg/Kg wet							
4-Chloroaniline	U	0.333	mg/Kg wet							
2-Chlorophenol	U	0.333	mg/Kg wet							
Chrysene	U	0.333	mg/Kg wet							
Di-n-butyl phthalate	U	0.333	mg/Kg wet							
Di-n-octyl phthalate	U	0.333	mg/Kg wet							
Dibenz(a,h)anthracene	U	0.0600	mg/Kg wet							
3,3'-Dichlorobenzidine	U	0.0667	mg/Kg wet							
2,4-Dichlorophenol	U	0.200	mg/Kg wet							
Diethyl phthalate	U	0.333	mg/Kg wet							
2,4-Dimethylphenol	U	0.333	mg/Kg wet							
2,4-Dinitrophenol	U	0.150								
2,4-Dinitrotoluene	U	0.100								
2,6-Dinitrotoluene	U	0.100								
Fluoranthene	U	0.333								
Fluorene	υ	0.333								
Hexachlorobenzene	U	0.100								
Hexachlorocyclopentadiene	U	0.333								
Hexachloroethane	Ŭ	0.200								
Indeno(1,2,3-cd)pyrene	บ	0.333								
Isophorone	Ŭ	0.333								
2-Methylphenol	Ŭ	0.333								
Naphthalene	Ŭ	0.333								
Nitrobenzene	Ŭ		mg/Kg wet							
N-Nitroso-di-n-propylamine	Ŭ		mg/Kg wet							
N-Nitrosodiphenylamine	Ŭ	0.333								
Pentachlorophenol	U	0.0100								
Phenol	Ű	0.333								
Pyrene	Ŭ	0.333								
1,2,4-Trichlorobenzene	υ	0.333								
2,4,5-Trichlorophenol	U	0.333	• •							
2,4,6-Trichlorophenol	U	0.150								
				0.000		86	40-120			
Surrogate: 2-Fluorobiphenyl	0.574		mg/Kg wet	0.66667		80 58	40-120 20-115			
Surrogate: 2-Fluorophenol	0.578		mg/Kg wet	1.0000		50	£11-0-1 J			

Client: Project:

#### True North Consultants CCDD-SMC: Cuba & Buckley Rds Barrington

Lab Order: 14L0466

		Reporting	•	Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch X007240 - SW 3550B BNA		<b></b>								
Blank (X007240-BLK1)				Prepared: 1	2/24/2014	Analyzed: ]	2/29/2014			
Surrogate: Nitrobenzene-d5	0.787		mg/Kg wet	0.66667		118	45-135			
Surrogate: Phenol-d6	0.523		mg/Kg wet	1.0000		52	20-100			
Surrogate: 4-Terphenyl-d14	0.559		mg/Kg wet	0.66667		84	60-130			
Surrogate: 2,4,6-Tribromophenol	0.639		mg/Kg wet	1.0000		64	30-100			
LCS (X007240-BS1)				Prepared: 1	2/24/2014	Analyzed:	12/29/2014	_		
Acenaphthene	0.602	0.333	mg/Kg wet	0.66667		90	30-140			
2-Chlorophenol	1.08	0.333	mg/Kg wet	1.3333		81	35-150			
2,4-Dinitrotoluene	0.694	0.100	mg/Kg wet	0.66667		104	35-130			
N-Nitroso-di-n-propylamine	0.523	0.0333	mg/Kg wet	0.66667		78	40-130			
Pentachlorophenol	1.75	0.0100	mg/Kg wet	1.3333		131	40-190			
Phenol	1.04	0.333	mg/Kg wet	1.3333		78	30-190			
Рутепе	0.622	0.333	mg/Kg wet	0.66667		93	35-140			
1,2,4-Trichlorobenzene	0.414	0.333	mg/Kg wet	0.66667		62	40-115			
Surrogate: 2-Fluorobiphenyl	0.496		mg/Kg wet	0.66667		74	40-120			
Surrogate: 2-Fluorophenol	0.485		mg/Kg wet	1.0000		49	20-115			
Surrogate: Nitrobenzene-d5	0.676		mg/Kg wet	0.66667		101	45-135			
Surrogate: Phenol-d6	0.573		mg/Kg wet	1.0000		57	20-100			
Surrogate: 4-Terphenyl-d14	0.583		mg/Kg wet	0.66667		87	60-130			
Surrogate: 2,4,6-Tribromophenol	0.664		mg/Kg wet	1.0000		66	30-100			

Client: Project:

#### True North Consultants CCDD-SMC: Cuba & Buckley Rds Barrington

Lab Order: 14L0466

Polychlorinated Biphenyls by GC-ECD - Quality Control

A 1	Decili	Reporting	Units	Spike	Source	%REC	%REC Limits	RPD	RPD Limit	Notes
Analyte	Result	Limit	Units	Level	Result	%REC	Lunus	KrD	Cuut	NUCS
Batch X007241 - SW 3550B PCB									······	
Blank (X007241-BLK1)				Prepared: 1	2/24/2014	Analyzed:	12/29/2014			
Aroclor 1016	U	0.0330	mg/Kg wet							
Aroclor 1221	U	0.0330	mg/Kg wet							
Aroclor 1232	U	0.0330	mg/Kg wet							
Aroclor 1242	U	0.0330	mg/Kg wet							
Aroclor 1248	U	0.0330	mg/Kg wet							
Aroclor 1254	U	0.0330	mg/Kg wet							
Aroclor 1260	υ	0.0330	mg/Kg wet							
Surrogate: Decachlorobiphenyl	0.0550		mg/Kg wet	0.066667		82	60-140			
Surrogate: Tetrachloro-m-xylene	0.0377		mg/Kg wet	0.066667		56	60-140			
LCS (X007241-BS1)				Prepared:	12/24/2014	Analyzed:	12/29/2014			
Aroclor 1016	0.442	0.0330	mg/Kg wet	0.66667		66	60-130			
Aroclor 1260	0.515	0.0330	mg/Kg wet	0.66667		77	70-130			
Surrogate: Decachlorobiphenyl	0.0543		mg/Kg wet	0.066667		82	60-140			
Surrogate: Tetrachloro-m-xylene	0.0315		mg/Kg wet	0.066667		47	60-140			

**Client:** 

True North Consultants CCDD-SMC: Cuba & Buckley Rds Barrington

Lab Order: 14L0466

<b>Project:</b>
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Metals by ICP-MS - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch X007208 - SW 3050B Metals										
Blank (X007208-BLK1)				Prepared: 1	2/23/2014	Analyzed:	12/24/2014			
Arsenic	U	0.500	mg/Kg wet	• • • • • • • • •						
Barium	U	0.500	mg/Kg wet							
Cadmium	U	0.500	mg/Kg wet							
Chromium	U	0.500	mg/Kg wet							
Lead	ប	0.500	mg/Kg wet							
Mercury	U	0.0800	mg/Kg wet							
Selenium	ប	0.500	mg/Kg wet							
Silver	U	0.500	mg/Kg wet							
LCS (X007208-BS1)				Prepared: 1	12/23/2014	Analyzed:	12/24/2014			
Arsenic	22.9	0.500	mg/Kg wet	25.000		91	80-120			
Barium	25.9	0.500	mg/Kg wet	25.000		103	80-120			
Cadmium	25.3	0.500	mg/Kg wet	25.000		101	80-120			
Chromium	25.5	0.500	mg/Kg wet	25.000		102	80-120			
Lead	26.4	0.500	mg/Kg wet	25.000		105	80-120			
Mercury	0.921	0.0800	mg/Kg wet	1.0000		92	80-120			
Selenium	22.7	0.500	mg/Kg wet	25,000		91	80-120			
Silver	2,58	0.500	mg/Kg wet	2.5000		103	80-120			
Matrix Spike (X007208-MS1)	Sou	irce: 14L0486	i-01	Prepared:	12/23/2014	Analyzed:	12/24/2014			
Arsenic	29.2	0,591	mg/Kg dry	29.550	7.43	74	75-125			
Barium	85.4	0.591	mg/Kg dry	29.550	67.5	61	75-125			
Cadmium	24.8	0.591	mg/Kg dry	29.550	0.288	83	75-125			
Chromium	43.1	0.591	mg/Kg dry	29.550	21.1	74	75-125			
Lead	35.0	0.591	mg/Kg dry	29.550	11.9	78	75-125			
Mercury	0.969	0.0946	mg/Kg dry	1.1820	ND	82	75-125			
Selenium	23.2	0.591	mg/Kg dry	29.550	0.444	77	75-125			
Silver	2,54	0.591	mg/Kg dry	2.9550	ND	86	75-125			

Date: 1/6/2015

## LABORATORY RESULTS

Client: Project: True North Consultants CCDD-SMC: Cuba & Buckley Rds Barrington

Lab Order: 14L0466

Metals by ICP-MS - Quality Control

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch X007208 - SW 3050B Metals										
Matrix Spike Dup (X007208-MSD1)	Sour	e: 14L0486	-01	Prepared: 1	2/23/2014 .	Analyzed: 1	2/24/2014			
Arsenic	31.4	0.589	mg/Kg dry	29.462	7.43	81	75-125	7	20	
Barium	94.9	0.589	mg/Kg dry	29.462	67.5	93	75-125	11	20	
Cadmium	26.3	0.589	mg/Kg dry	29.462	0.288	88	75-125	6	20	
Chromium	47.1	0.589	mg/Kg dry	29.462	<b>2</b> 1.1	88	75-125	9	20	
Lead	37.3	0.589	mg/Kg dry	29.462	11.9	86	75-125	7	20	
Mercury	1.02	0.0943	mg/Kg dry	1.1785	ND	86	75-125	5	20	
Selenium	24.3	0.589	mg/Kg dry	29.462	0.444	81	75-125	5	20	
Silver	2.66	0.589	mg/Kg dry	2.9462	ND	90	75-125	5	20	

Date: 1/6/2015

## LABORATORY RESULTS

Client: Project:

True North Consultants CCDD-SMC: Cuba & Buckley Rds Barrington

Lab Order: 14L0466

SPLP Metals by ICP - Quality Control

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		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch Y000013 - SW 3005A Metals					0 · ·					
Blank (Y000013-BLK1)				Prepared &	Analyzed:	01/05/201	5			
Chromium	U	0.00500	mg/L							
Biank (Y000013-BLK2)				Prepared &	Analyzed:	01/05/201	5			
Chromium	U	0.00500	mg/L							
Blank (Y000013-BLK3)				Prepared &	k Analyzed:	01/05/2 <u>01</u>	5			
Chromium	U	0.00500	mg/L							
LCS (Y000013-BS1)				Prepared &	z Analyzed:	01/05/201	5			
Chromium	0.532	0.00500	mg/L	0.50000		106	85-115			
Matrix Spike (Y000013-MS1)	Sou	irce: 14L0486-	-07	Prepared 8	k Analyzed:	01/05/201	5			
Chromium	0.538	0.00500	mg/L	0.50000	0.0310	101	75-125			
Matrix Spike Dup (¥000013-MSD1)	Sou	irce: 14L0486-	-07	Prepared 8	k Analyzed	: 01/05/201	5			
Chromium	0.533	0.00500	mg/L	0.50000	0.0310	100	75-125	1	20	

Client: Project:

True North Consultants CCDD-SMC: Cuba & Buckley Rds Barrington

Lab Order: 14L0466

**Conventional Chemistry Parameters - Quality Control** 

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch X007186 - SW 9045C pH										
Duplicate (X007186-DUP1)	Sourc	ce: 14L0431	-01	Prepared &	Analyzed:	12/22/2014	ļ			
рН	7.7	0.010	pH Units		7.8			0.6	5	
Batch X007194 - ASTM D2974 Solids										
Blank (X007194-BLK1)				Prepared: 1	12/22/2014	Analyzed: 1	12/23/2014			
Percent Solids	U	0.100	%							
Duplicate (X007194-DUP1)	Sour	ce: 14L0486	-09	Prepared: 1	12/22/2014	Analyzed; ]	12/23/2014			
Percent Solids	80.0	0.100	%		80.4			0.6	20	

Date: 1/6/2015

	LABORATORY RE	SULTS
Client: Project:	True North Consultants CCDD-SMC: Cuba & Buckley Rds Barrington	Lab Order: 14L0466
	Notes and Definitions	
S2	Surrogate recovery exceeds the acceptance criteria due to matrix interferen associated analyte(s).	nce, but there is no observable concentration in
S	Spike recovery outside acceptance limits.	
М	Reporting limit set between LOQ and MDL.	
I	Matrix interference.	
*	NELAC certified compound.	
U	Analyte not detected (i.e. less than RL or MDL).	

# **Chain of Custody Record**

Central IL - 1210 Captral Airport Drive - Springfield, IL, 62707-8490 - Phone (217) 753-1148 - Facsimile (217) 753-1152 Chicago IL Office - 9114 Virginia Rd., Ste 112 - Lake in the Hills, IL 60156 - Phone (847) 651-2604 - Facsimile (847) 458-9680 Central/Southern IL Office - Phone (217) 414-7762 - Facsimile (217) 223-7922



Client									ALACENT NUMBER OF A				Annual of the state of the stat	International Activity of Activity Activity Activity Activity	ſ
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City. State, Zip.Code	Naperville, Illinois 60563	0563						<u></u>				suc		100	
Phone / Facsimile	630.717.2880/630.689.5881	89.5881				sli		sli				oitoe			۵
Project Name / Number	CCDD Soil Assessment - SMC	nent - SMC				letə İ	S	etəl	sg		_	sttr:		ח ח ערוע ערוע	
Project Location	Cuba Road and Buckley Road, Barrington Hills	skley Road, Barr	ington H	fills		I V A	800	N A		00/	Hq	3 ď		0 	
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Contact Person	Marjory McMahon, Ryan Bourgart, Joe Reed	Ryan Bourgart, J	loe Reet	T		ы Т		ਮ ,					<u></u>		
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Cuba-1	12/18/2014 8	830 S	5	4	×	×		×	   ×	   ×	×				0
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Matrix Code	A - Aqueous	DW - Drinking Water	ater	GW - Grour	- Ground Water	NA-N	NA - Nan-Aqueous Liquid	Liquid	-S-	S - Solid		10-0		X - Other (Specify)	٦,
	0 - None	1 - HCI		2 - H2SO4	S04		3 - HNO3		4-	4 - NaOH		5 - 5035 Kit	K K	X - Other (Specify	
Relify	Kelinquished By		4	Tine )		ł	Received By	By .			Dater		Time	Method of Shipment	E E
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Issued On:

01/30/2014

Prairie Analytical Systems, Incorporated 1210 Capital Airport Drive Springfield, IL 62707-8413

According to the Illinois Administrative Code, Title 35, Subtitle A, Chapter II, Part 186, ACCREDITATION OF LABORATORIES FOR DRINKING WATER, WASTEWATER AND HAZARDOUS WASTES ANALYSIS, the State of Illinois formally recognizes that this laboratory is technically competent to perform the environmental analyses listed on the scope of accreditation detailed below.

The laboratory agrees to perform all analyses listed on this scope of accreditation according to the Part 186 requirements and acknowledges that continued accreditation is dependent on successful ongoing compliance with the applicable requirements of Part 186. Please contact the Illinois Environmental Laboratory Accreditation Program (IL ELAP) to verify the laboratory's scope of accreditation and accreditation status. Accreditation the State of Illinois is not an endorsement or a guarantee of validity of the data generated by the laboratory.

FOT Name: Drinking Water, Inorganic Method: SM2130B,18Ed Matrix Type: Potable Water Turbidity Method: SM2320B,18Ed Matrix Type: Potable Water Alkalinity Method: SM2340B,18Ed Matrix Type: Potable Water Hardness Method: SM4110B,18Ed Matrix Type: Potable Water Chloride Fluoride Nitrate Nitrite Orthophosphate Sulfate Method: SM4500CN-CE,18Ed Matrix Type: Potable Water Cvanide Method: SM4500H-B,18Ed Matrix Type: Potable Water Hydrogen ion (pH) Method: SM5310C,20Ed Matrix Type: Potable Water Total Organic Carbon (TOC) Method: USEPA150.1 Matrix Type: Potable Water Hydrogen ion (pH) Method: USEPA180.1 Matrix Type: Potable Water Turbidity

Thursday, January 30, 2014

FOT Name: Drinking Water, Inorganic	Method: USEPA200.7R4.4
Matrix Type: Potable Water	
Aluminum	Arsenic
Barium	Beryllium
Cadmium	Calcium
Chromium	Copper
Hardness (calc.)	Iron
Magnesium	Manganese
Nickel	Silver
Sodium	Zinc
Method: USEPA200.8R5.4	
Matrix Type: Potable Water	
Aluminum	Antimony
Arsenic	Barium
Beryllium	Cadmium
Chromium	Copper
Lead	Manganese
Mercury	Molybdenum
Nickel	Selenium
Silver	Thallium
Zinc	
Method: USEPA300.0R2.1	
Matrix Type: Potable Water	
Chloride	Fluoride
Nitrate	Nitrite
Orthophosphate	Sulfate
FOT Name: Drinking Water, Organic	
Method: USEPA524.2R4.1	
Matrix Type: Potable Water	
1,1,1-Trichloroethane	1,1,2-Trichloroethane
1,1-Dichloroethene	1,2,4-Trichlorobenzene
1,2-Dichlorobenzene	1,2-Dichloroethane
1,2-Dichloropropane	1,4-Dichlorobenzene
Benzene	Bromodichloromethane
Carbon tetrachloride	Chlorobenzene

FOT Name: Drinking Water, Organic	Method: USEPA524.2R4.1
Matrix Type: Potable Water	Chlorodibromomethane
Chloroform	cis-1,2-Dichloroethene
Dichloromethane (Methylene chloride)	Ethylbenzene
Methyl tert-butyl ether (MTBE)	Naphthalene
Styrene	Tetrachloroethene
Toluene	Total trihalomethanes
trans-1,2-Dichloroethene	Trichloroethylene
Vinyl chloride	Xylenes (total)
Method: USEPA525.2R2.0	
Matrix Type: Potable Water	
4,4'-DDT	Alachlor
Aldrin	Atrazine
Benzo(a)pyrene	Di (2-ethylhexyl) adipate
Di (2-ethylhexyl) phthalate	Dieldrin
Endrin	gamma-BHC (Lindane)
Heptachlor	Heptachlor epoxide
Hexachlorobenzene	Hexachlorocyclopentadiene
Methoxychlor	Simazine
FOT Name: Non Potable Water, Inorganic	
Method: SM2130B,2001	
Matrix Type: NPW/SCM	
Turbidity	
Method: SM2310B,1997	
Matrix Type: NPW/SCM	
Acidity	
Method: SM2320B,1997	
Matrix Type: NPW	
Alkalinity	
Method: SM2340B,1997	
Matrix Type: NPW	
Hardness	
Method: SM2540B,1997	
Matrix Type: NPW	
Residue (Total)	

Prairie Analytical Systems, Incorporated 1210 Capital Airport Drive Springfield, IL 62707-8413

OT Name: Non Potable Water, Inorganic	Method: SM2540C,1997
Matrix Type: NPW	
Residue (TDS)	
Method: SM2540D,1997	
Matrix Type: NPW	
Residue (TSS)	
Method: SM3500Cr-B,2009	
Matrix Type: NPW/SCM	
Chromium VI	
Method: SM4110B,2000	
Matrix Type: NPW/SCM	
Bromide	Chloride
Fluoride	Nitrate
Nitrate-Nitrite (as N)	Nitrite
Orthophosphate (as P)	Sulfate
Method: SM4500Cl-G,2000	
Matrix Type: NPW	
Chlorine, Total Residual	
Method: SM4500CN-E,1999	
Matrix Type: NPW	
Cyanide	
Method: SM4500H-B,2000	
Matrix Type: NPW	
Hydrogen Ion (pH)	
Method: SM4500NH3-D,1997	
Matrix Type: NPW/SCM	
Ammonia	Total Kjeldahl Nitrogen
Method: SM4500O-G,2001	
Matrix Type: NPW	
Oxygen - Dissolved	
Method: SM4500P-E,1999	
Matrix Type: NPW	
Orthophosphate (as P)	Phosphorus
Method: SM4500S-F,2000	
Matrix Type: NPW/SCM	

Thursday, January 30, 2014

FOT Name: Non Potable Water, Inorganic	Method: SM4500S-F
Matrix Type: NPW/SCM	Sulfide
Method: SM5210B,2001	
Matrix Type: NPW	
Biochemical Oxygen Demand (BOD)	
Matrix Type: NPW/SCM	
Carbonaceous Biochemical Oxygen Demand (CBOI	
Method: SM5220D,1997	
Matrix Type: NPW	
Chemical Oxygen Demand (COD)	
Method: SM5310C,2000	
Matrix Type: NPW	
Total Organic Carbon (TOC)	
Method: USEPA150.2,1982	
Matrix Type: NPW/SCM	
Hydrogen Ion (pH)	
Method: USEPA160.4,1971	
Matrix Type: NPW	
Residue (Volatile)	
Method: USEPA1664A	
Matrix Type: NPW	
Oil and Grease	
Method: USEPA180.1R2.0,1993	
Matrix Type: NPW	
Turbidity	
Method: USEPA200.7,1994	
Matrix Type: NPW/SCM	
Aluminum	Antimony
Arsenic	Barium
Beryllium	Boron
Cadmium	Calcium
Chromium	Cobalt
Copper	Iron
Lead	Magnesium
Manganese	Molybdenum

FOT Name: Non Potable Water, Inorganic	Method: USEPA200.7,1994
Matrix Type: NPW/SCM	Nickel
Potassium	Selenium
Silver	Sodium
Thallium	Tin
Titanium	Vanadium
Zinc	
Method: USEPA200.8,1994	
Matrix Type: NPW/SCM	
Aluminum	Antimony
Arsenic	Barium
Beryllium	Boron
Cadmium	Calcium
Chromium	Cobalt
Copper	Iron
Lead	Magnesium
Manganese	Molybdenum
Nickel	Potassium
Selenium	Silver
Sodium	Thallium
Tin	Titanium
Vanadium	Zinc
Method: USEPA300.0R2.1,1993	
Matrix Type: NPW	
Bromide	Chloride
Fluoride	Nitrate
Nitrate-Nitrite (as N)	Nitrite
Orthophosphate (as P)	Sulfate
Method: USEPA410.4R2.0,1993	
Matrix Type: NPW	
Chemical Oxygen Demand (COD)	
Method: USEPA420.1,1978	
Matrix Type: NPW	
Phenolics	
FOT Name: Solid and Chemical Materials, Inorganic	

# State of Illinois **Environmental Protection Agency** Awards the Certificate of Approval

FOT Name: Solid an	d Chemical Materials, Inorganic	Method: 1010A
Matrix Type:	NPW/SCM	
Ignitability		
Method: 1311		
Matrix Type:	SCM	
TCLP (Org	anic and Inorganic)	
Method: 1312		
Matrix Type:	SCM	
Synthetic F	Precipitation Leaching Procedure	
Method: 6010B		
Matrix Type:	NPW/SCM	
Aluminum		Antimony
Arsenic		Barium
Beryllium		Boron
Cadmium		Calcium
Chromium		Cobalt
Copper		Iron
Lead		Magnesium
Manganes	e	Molybdenum
Nickel		Potassium
Selenium		Silver
Sodium		Strontium
Thallium		Tin
Titanium		Vanadium
Zinc		
Method: 6020A		
Matrix Type:	NPW/SCM	
Aluminum		Antimony
Arsenic		Barium
Beryllium		Boron
Cadmium		Calcium
Chromium	I	Cobalt
Copper		Iron
Lead		Magnesium
Manganes	e	Mercury

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# State of Illinois Environmental Protection Agency Awards the Certificate of Approval

T Name: Solid and Chemical Materials, Inorganic	Method: 6020A	
Matrix Type: NPW/SCM	Molybdenum	
Nickel	Potassium	
Selenium	Silver	
Sodium	Thallium	
Vanadium	Zinc	
Method: 7196A		
Matrix Type: NPW/SCM		
Chromium VI		
Method: 7471B		
Matrix Type: SCM		
Mercury		
Method: 9014		
Matrix Type: NPW/SCM		
Cyanide		
Method: 9034		
Matrix Type: NPW/SCM		
Sulfides		
Method: 9040B		
Matrix Type: NPW		
Hydrogen Ion (pH)		
Method: 9040C		
Matrix Type: NPW		
Hydrogen Ion (pH)		
Method: 9045C		
Matrix Type: SCM		
Hydrogen Ion (pH)		
Method: 9045D		
Matrix Type: SCM		
Hydrogen Ion (pH)		
Method: 9056A		
Matrix Type: NPW/SCM		
Bromide	Chloride	
Fluoride	Nitrate	
Nitrite	Phosphate	

FOT Name: Solid and Chemical Materials, Inorganic	Method: 9056A
Matrix Type: NPW/SCM	Sulfate
Method: 9060A	
Matrix Type: NPW/SCM	
Total Organic Carbon (TOC)	
Method: 9065	
Matrix Type: NPW/SCM	
Phenolics	
Method: 9081	
Matrix Type: NPW/SCM	
Cation-exchange Capacity	
Method: 9095A	
Matrix Type: NPW/SCM	
Paint Filter	
FOT Name: Solid and Chemical Materials, Organic	
Method: 8015B	
Matrix Type: NPW/SCM	
Diesel range organics (DRO)	Gasoline range organics (GRO)
Method: 8081A	
Matrix Type: NPW/SCM	
4,4'-DDD	4,4'-DDE
4,4'-DDT	Aldrin
alpha-BHC	alpha-Chlordane
beta-BHC	Chlordane - not otherwise specified
delta-BHC	Dieldrin
Endosulfan I	Endosulfan II
Endosulfan sulfate	Endrin
Endrin aldehyde	Endrin ketone
gamma-BHC (Lindane)	gamma-Chlordane
Heptachlor	Heptachlor epoxide
Methoxychlor	Toxaphene
Method: 8082	
Matrix Type: NPW/SCM	
PCB-1016	PCB-1221
PCB-1232	PCB-1242

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FOT Name: Solid and Chemical Materials, Organic	Method: 8082
Matrix Type: NPW/SCM	PCB-1248
PCB-1254	PCB-1260
Method: 8260B	
Matrix Type: NPW/SCM	
1,1,1,2-Tetrachloroethane	1,1,1-Trichloroethane
1,1,2,2-Tetrachloroethane	1,1,2-Trichloroethane
1,1-Dichloroethane	1,1-Dichloroethene
1,1-Dichloropropene	1,2,3-Trichlorobenzene
1,2,3-Trichloropropane	1,2,4-Trichlorobenzene
1,2,4-Trimethylbenzene	1,2-Dibromo-3-chloropropane (DBCP)
1,2-Dibromoethane (EDB)	1,2-Dichlorobenzene
1,2-Dichloroethane	1,2-Dichloropropane
1,3,5-Trimethylbenzene	1,3-Dichlorobenzene
1,3-Dichloropropane	1,4-Dichlorobenzene
2,2-Dichloropropane	2-Butanone (Methyl ethyl ketone, MEK)
2-Chloroethyl vinyl ether	2-Chlorotoluene
2-Hexanone	4-Chlorotoluene
4-Methyl-2-pentanone (Methyl isobutyl ketone, MIBł	Acetone
Acetonitrile	Acrolein (Propenal)
Acrylonitrile	Benzene
Bromobenzene	Bromochloromethane
Bromodichloromethane	Bromoform
Bromomethane	Carbon disulfide
Carbon tetrachloride	Chlorobenzene
Chlorodibromomethane (Dibromochloromethane)	Chloroethane
Chloroform	Chloromethane
cis-1,2-Dichloroethene	cis-1,3-Dichloropropene
Dibromomethane	Dichlorodifluoromethane
Dichloromethane (Methylene chloride)	Ethylbenzene
Hexachlorobutadiene	Isopropylbenzene
Methyl-t-butyl ether	Naphthalene
n-Butylbenzene	n-Propylbenzene
p-Isopropyltoluene	sec-Butylbenzene
Styrene	tert-Butylbenzene
Tetrachloroethene	Toluene
Thursday, Japuany 20, 2014	Page 11 of 13

Thursday, January 30, 2014

Page 11 of 13

Prairie Analytical Systems, Incorporated 1210 Capital Airport Drive Springfield, IL 62707-8413

FOT Name: Solid and Chemical Materials, Organic	Method: 8260B
Matrix Type: NPW/SCM	trans-1,2-Dichloroethene
trans-1,3-Dichloropropene	Trichloroethene
Trichlorofluoromethane	Vinyl acetate
Vinyl chloride	Xylenes (Total)
Method: 8270C	
Matrix Type: NPW/SCM	
1,2,4-Trichlorobenzene	1,2-Dichlorobenzene
1,3-Dichlorobenzene	1,4-Dichlorobenzene
2,4,5-Trichlorophenol	2,4,6-Trichlorophenol
2,4-Dichlorophenol	2,4-Dimethylphenol
2,4-Dinitrophenol	2,4-Dinitrotoluene (2,4-DNT)
2,6-Dinitrotoluene (2,6-DNT)	2-Chloronaphthalene
2-Chlorophenol	2-Methylnaphthalene
2-Methylphenol (o-Cresol)	2-Nitroaniline
2-Nitrophenol	3,3'-Dichlorobenzidine
3-Nitroaniline	4,6-Dinitro-2-methylphenol
4-Bromophenyl phenyl ether	4-Chloro-3-methylphenol
4-Chloroaniline	4-Chlorophenyl phenyl ether
4-Methylphenol (p-Cresol)	4-Nitroaniline
4-Nitrophenol	Acenaphthene
Acenaphthylene	Anthracene
Benzo(a)anthracene	Benzo(a)pyrene
Benzo(b)fluoranthene	Benzo(g,h,i)perlyene
Benzo(k)fluoranthene	Bis(2-chloroethoxy) methane
Bis(2-chloroethyl) ether	Bis(2-chloroisopropyl) ether
Bis(2-ethylhexyl) phthalate	Butyl benzyl phthalate
Carbazole	Carbofuran (Furaden)
Chlorobenzilate	Chrysene
Dibenz(a,h)anthracene	Dibenzofuran
Diethyl phthalate	Dimethyl phthalate
Di-n-butyl phthalate	Di-n-octyl phthalate
Fluoranthene	Fluorene
Hexachlorobenzene	Hexachlorobutadiene
Hexachlorocyclopentadiene	Hexachloroethane
Indeno(1,2,3-cd) pyrene	Isophorone
Thursday, Japuany 20, 2014	Dage 12 of

Thursday, January 30, 2014

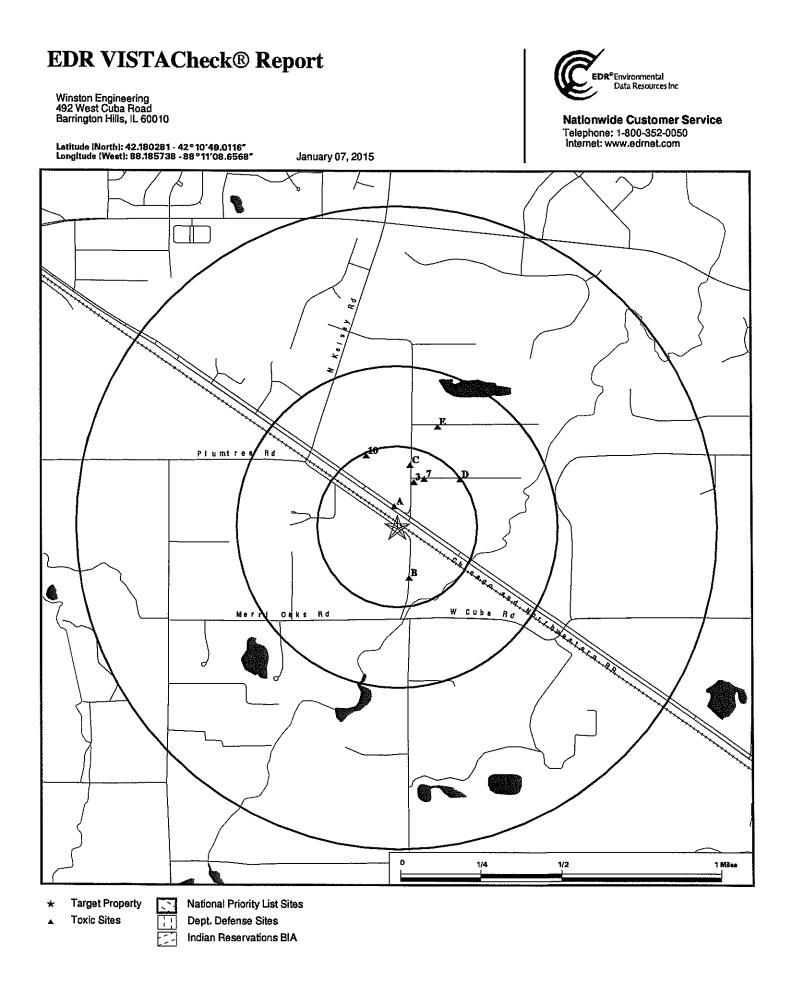
Page 12 of 13

## State of Illinois Environmental Protection Agency Awards the Certificate of Approval

Prairie Analytical Systems, Incorporated 1210 Capital Airport Drive Springfield, IL 62707-8413

OT Name: Solid and Chemical Materials, Organic	Method: 8270C
Matrix Type: NPW/SCM	Naphthalene
Nitrobenzene	N-Nitrosodimethylamine
N-Nitrosodi-n-propylamine	N-Nitrosodiphenylamine
o-Cresol (2-Methylphenol)	p-Cresol (4-Methylphenol)
Pentachlorophenol	Phenanthrene
Phenol	Pyrene
Method: 8270C Mod_Farm Chemicals	
Matrix Type: NPW/SCM	
Acetochlor	Alachlor
Atrazine	Butylate
Chlorpyrifos	Cyanazine
EPTC	Metolachlor
Metribuzin	Pendimethalin
Prometon	Simazine
Terbufos	Trifluralin
Method: 8321B	
Matrix Type: NPW/SCM	
2,4,5-T	2,4,5-TP (Silvex)
2,4-D	2,4-DB
Aldicarb (Temik)	Carbofuran (Furaden)
Dalapon	Dicamba
Dinoseb	MCPA
МСРР	Oxamyl

Page 13 of 13



# EDR VISTACheck<sup>®</sup> Report

### SECTION

Map Findings Summary	3
Map Findings	7
Orphan Summary	26

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### PAGE

Database	Search Distance (Miles)	Target Property	< 1/8	<u> 1/8 - 1/4</u>	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMEN	TAL RECORDS							
Federal NPL site list								
NPL Proposed NPL NPL LIENS	0.500 0.500 TP		0 0 NR	0 0 NR	0 0 NR	NR NR NR	NR NR NR	0 0 0
Federal Delisted NPL sit	te list							
Delisted NPL	0.500		0	0	0	NR	NR	0
Federal CERCLIS list								
CERCLIS FEDERAL FACILITY	0.500 1.000		0 0	0 0	0 0	NR 0	NR NR	0 0
Federal CERCLIS NFRA	P site List							
CERC-NFRAP	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	0.500		0	0	0	NR	NR	0
Federal RCRA non-COR	RACTS TSD	facilities list						
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generato	rs list							
RCRA-LQG RCRA-SQG RCRA-CESQG	0.250 0.250 0.250		0 1 0	0 6 0	NR NR NR	NR NR NR	NR NR NR	0 7 0
Federal institutional controls / engineering controls registries								
US ENG CONTROLS US INST CONTROL LUCIS	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
State- and tribal - equivalent CERCLIS								
SSU	0.500		0	0	0	NR	NR	0
State and tribal landfill a solid waste disposal sit								
SWF/LF LF SPECIAL WASTE IL NIPC CCDD	0.500 0.500 0.500 0.500		0 0 0	0 0 0 0	0 0 0	NR NR NR NR	NR NR NR NR	0 0 0 0
State and tribal leaking	storage tank	lists						
LUST	0.500		0	1	2	NR	NR	3

Database	Search Distance (Miles)	Target Property	<u>&lt; 1/8</u>	<u> 1/8 - 1/4</u>	<u> 1/4 - 1/2</u>	<u>1/2 - 1</u>	> 1	Total Plotted
LUST TRUST INDIAN LUST	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
State and tribal register	ed storage tai	nk lists						
UST AST INDIAN UST FEMA UST	0.250 0.250 0.250 0.250		0 1 0 0	2 0 0 0	NR NR NR NR	NR NR NR NR	NR NR NR NR	2 1 0 0
State and tribal institution control / engineering co		s						
ENG CONTROLS	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
State and tribal voluntar	y cleanup sit	es						
INDIAN VCP SRP	0.500 0.500		0 0	0 1	0 0	NR NR	NR NR	0 1
State and tribal Brownfi	elds sites							
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONME	NTAL RECORD	<u>s</u>						
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Waste Disposal Sites	Solid							
DEBRIS REGION 9 ODI INDIAN ODI	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Local Lists of Hazardou Contaminated Sites	s waste /							
US CDL CDL US HIST CDL	TP TP TP		NR NR NR	NR NR NR	NR NR NR	NR NR NR	NR NR NR	0 0 0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency	Release Repo	orts						
HMIRS SPILLS	TP TP		NR NR	NR NR	NR NR	NR NR	NR NR	0 0
Other Ascertainable Red	cords							
RCRA NonGen / NLR DOT OPS DOD FUDS	TP TP 0.500 0.500		NR NR 0 0	NR NR 0 0	NR NR 0 0	NR NR NR NR	NR NR NR NR	0 0 0 0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
Database CONSENT ROD UMTRA US MINES TRIS TSCA FTTS HIST FTTS SSTS ICIS PADS MLTS RADINFO FINDS RAATS RMP UIC NPDES HWAR DRYCLEANERS IMPDMENT AIRS TIER 2 INDIAN RESERV SCRD DRYCLEANERS IMPDMENT AIRS TIER 2 INDIAN RESERV SCRD DRYCLEANERS PIMW PCB TRANSFORMER US FIN ASSUR EPA WATCH LIST Financial Assurance COAL ASH LEAD SMELTERS US AIRS COAL ASH DOE			< 1/8 0 0 0 0 RRRRRRRRRRRRRRRRRRRR 0 0 RR 0 0 0 RRRRR 0 RRRRRR	1/8 - 1/4 0 0 0 0 NR NR NR NR NR NR NR NR NR NR NR NR NR	1/4 - 1/2 0 0 0 0 0 0 NR NR NR NR NR NR NR NR NR NR NR NR NR	1/2 - 1 NRR RR	>	
2020 COR ACTION PRP COAL ASH EPA BOL CHICAGO ENV	0.250 TP 0.500 TP 0.500		0 NR 0 NR 0	0 NR 0 NR 0	NR NR 0 NR 0	NR NR NR NR NR	NR NR NR NR NR	0 0 0 0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP EDR US Hist Auto Stat EDR US Hist Cleaners	0.500 0.250 0.250		0 0 0	0 0 0	0 NR NR	NR NR NR	NR NR NR	0 0 0
EDR RECOVERED GOVERNMENT ARCHIVES								
<b>Exclusive Recovered Go</b> RGA HWS	v <b>t. Archives</b> 0.500		0	0	0	NR	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	<u> 1/4 - 1/2</u>	1/2 - 1	> 1	Total Plotted
RGA LUST	0.500		0	1	0	NR	NR	1
RGA LF	0.500		0	0	0	NR	NR	0

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID	
Direction	
Distance	
Distance (ft.)Site	
Direction Distance	

\*~

EDR ID Number

Distance Distance (f	t.)Site		Database(s)	EPA ID Number
A1 North < 1/8 0.064 mi.	SATURN OF BARRINGTON 28214 W NORTHWEST HWY BARRINGTON, IL 60010		RCRA-SQG	1001087008 ILR000017343
337 ft.	Site 1 of 2 in cluster A			
	RCRA-SQG: Date form received by agency Facility name: Facility address:	: 01/12/2004 SATURN OF BARRINGTON 28214 W NORTHWEST HWY BARRINGTON, IL 60010		
	EPA ID: Contact: Contact address:	ILR000017343 DOUGLAS I 28214 W NORTHWEST HWY BARRINGTON, IL 60010		
	Contact country: Contact telephone: Contact email: EPA Region: Land type: Classification: Description:	US (847) 304-4300 Not reported 05 Private Small Small Quantity Generator Handler: generates more than 100 and less than 1000 kg waste during any calendar month and accumulates less t hazardous waste at any time; or generates 100 kg or less waste during any calendar month, and accumulates more hazardous waste at any time	han 6000 kg of of hazardous	f
	Owner/Operator Summary:			
	Owner/operator name: Owner/operator address:	SATURN OF BARRINGTON 28214 W NORTHWEST HWY BARRINGTON, IL 60010		
	Owner/operator country:	US		
	Owner/operator telephone:	(847) 304-4300		
	Legal status:	Private		
	Owner/Operator Type:	Operator		
	Owner/Op start date:	01/12/2004		
	Owner/Op end date:	Not reported		
	Owner/operator name: Owner/operator address:	SATURN OF BARRINGTON 28214 W NORTHWEST HWY BARRINGTON III 62010		
	Owner/operator country:	BARRINGTON, IL 60010 US		
	Owner/operator telephone:	(847) 304-4300		
	Legal status:	Private		
	Owner/Operator Type:	Owner		
	Owner/Op start date:	01/12/2004		
	Owner/Op end date:	Not reported		
	Handler Activities Summary:			
	U.S. importer of hazardous w			
	Mixed waste (haz, and radioa	•		
	Recycler of hazardous waste: Transporter of hazardous was			
	Treater, storer or disposer of			
	Underground injection activity			
	On-site burner exemption:	No		
	Furnace exemption:	No		
	Used oil fuel burner:	No		

MAP FINDINGS Map ID Direction EDR ID Number Distance Distance (ft.)Site EPA ID Number Database(s) SATURN OF BARRINGTON (Continued) 1001087008 Used oil processor: No User oil refiner: No Used oil fuel marketer to burner: No Used oil Specification marketer: No Used oil transfer facility: No Used oil transporter: No Historical Generators: Date form received by agency:03/26/1997 Site name: WALLNER OLDSMOBILE GMC TRUCK Classification: Small Quantity Generator Hazardous Waste Summary: Waste code: D001 IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF Waste name: LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE. D006 Waste code: Waste name: CADMIUM Waste code: D008 LEAD Waste name: Waste code: D018 Waste name: BENZENE D035 Waste code: Waste name: METHYL ETHYL KETONE Waste code: D039 Waste name: **TETRACHLOROETHYLENE** Waste code: D040 TRICHLOROETHYLENE Waste name: D001 Waste code: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF Waste name: LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE. Waste code: D002 A WASTE WHICH HAS A PH OF LESS THAN 2 OR GREATER THAN 12.5 IS Waste name: CONSIDERED TO BE A CORROSIVE HAZARDOUS WASTE. SODIUM HYDROXIDE, A CAUSTIC SOLUTION WITH A HIGH PH, IS OFTEN USED BY INDUSTRIES TO CLEAN OR DEGREASE PARTS. HYDROCHLORIC ACID, A SOLUTION WITH A LOW PH, IS USED BY MANY INDUSTRIES TO CLEAN METAL PARTS PRIOR TO PAINTING. WHEN THESE CAUSTIC OR ACID SOLUTIONS BECOME CONTAMINATED AND MUST BE

Map ID Direction Distance Distance (ft.)Site

EDR ID Number

Database(s) EPA ID Number

	N (Continued) 1001087008
	DISPOSED, THE WASTE WOULD BE A CORROSIVE HAZARDOUS WASTE.
Waste code:	D006
Waste name:	CADMIUM
Waste code:	D007
Waste name:	CHROMIUM
Waste code:	D008
Waste name:	LEAD
Waste code:	D018
Waste name:	BENZENE
Waste code:	D035
Waste name:	METHYL ETHYL KETONE
Waste code:	D039
Waste name:	TETRACHLOROETHYLENE
Waste code:	D040
Waste name:	TRICHLOROETHYLENE
Waste code:	F001
Waste name:	THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE, AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS L IN F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
Waste code: Waste name:	F002 THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MOR OF THE ABOVE HALOGENATED SOLVENTS OR THOSE LISTED IN F001, F004, OR F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AN SPENT SOLVENT MIXTURES.
Waste code: Waste name:	F003 THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: XYLENE, ACETONE, ETH ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NON-HALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS, AND, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVE

Waste code:

F004

MAP FINDINGS Map ID Direction EDR ID Number Distance Distance (ft.)Site EPA ID Number Database(s) SATURN OF BARRINGTON (Continued) 1001087008 Waste name: THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: CRESOLS AND CRESYLIC ACID, AND NITROBENZENE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING. BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES. Waste code: F006 Waste name: WASTEWATER TREATMENT SLUDGES FROM ELECTROPLATING OPERATIONS EXCEPT FROM THE FOLLOWING PROCESSES: (1) SULFURIC ACID ANODIZING OF ALUMINUM; (2) TIN PLATING ON CARBON STEEL; (3) ZINC PLATING (SEGREGATED BASIS) ON CARBON STEEL; (4) ALUMINUM OR ZINC-ALUMINUM PLATING ON CARBON STEEL; (5) CLEANING/STRIPPING ASSOCIATED WITH TIN, ZINC AND ALUMINUM PLATING ON CARBON STEEL; AND (6) CHEMICAL ETCHING AND MILLING OF ALUMINUM. Waste code: F007 SPENT CYANIDE PLATING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS Waste name: Waste code: F008 Waste name: PLATING BATH RESIDUES FROM THE BOTTOM OF PLATING BATHS FROM ELECTROPLATING OPERATIONS WHERE CYANIDES ARE USED IN THE PROCESS. Waste code: F009 Waste name: SPENT STRIPPING AND CLEANING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS WHERE CYANIDES ARE USED IN THE PROCESS. Waste code: P029 **COPPER CYANIDE** Waste name: Waste code: P106 SODIUM CYANIDE Waste name: Facility Has Received Notices of Violations: Regulation violated: SR - 722.141(a) Area of violation: Generators - Records/Reporting Date violation determined: 07/10/1997 Date achieved compliance: 11/04/1997 Violation lead agency: State Enforcement action: VIOLATION NOTICE (VN) Enforcement action date: 08/08/1997 Enf. disposition status: Not reported Enf. disp. status date: Not reported Enforcement lead agency: State Proposed penalty amount: Not reported Final penalty amount: Not reported Paid penalty amount: Not reported Evaluation Action Summary: Evaluation date: 07/10/1997 Evaluation: NON-FINANCIAL RECORD REVIEW Area of violation: Generators - Records/Reporting Date achieved compliance: 11/04/1997

Evaluation lead agency:

State

Map ID Direction Distance Distance (ft.)Site

EDR ID Number

Database(s) EPA ID Number A2 FIDELITY MOTOR GROUP- TANK#1-500 AST A100387607 North 28214 WEST NORTHWEST HIGHWAY N/A < 1/8 LAKE BARRINGTON, IL 60010 0.066 mi. 346 ft. Site 2 of 2 in cluster A AST: Occupancy Number: 001-LB-055 055 - ABOVE GROUND DISPENSING Occupant Type: Section Number: LA Property Owner Name: FIDELITY MOTOR HWY TANK - ABOVE GROUND DISP Type: 3 **BARRINGTON ICE ARENA** UST U003042428 NNE 28205 W COMMERCIAL AVE N/A 1/8-1/4 LAKE BARRINGTON, IL 60010 0.149 mi. 787 ft. UST: Facility ID: 2034362 Facility Status: CLOSED Facility Type: **PRIVATE INSTITUTION** Owner Id: U0024278 Owner Name: Mann Kevin **Owner Address:** 420 W Main St Owner City,St,Zip: Barrington, IL 60010 Tank Number: 1 **Tank Status:** Abandoned in place Tank Capacity: 6000 Tank Substance: Heating Oil Last Used Date: 1/1/1990 9/20/1995 **OSFM First Notify Date:** Red Tag Issue Date: Not reported Install Date: Not reported Green Tag Decal: Not reported Green Tag Issue Date: Not reported Green Tag Expire Date: Not reported Fee Due: Not reported MOTOR FUEL PERMIT INSPECTION NDA TEported MOTOR FUEL PERMIT EXPIRATION NDATE ported MOTOR FUEL TYPE: Not reported Pending Nov: N IEMA: Not reported Equipment Type: Not reported Equipment: Not reported Last Passing Date: Not reported Test Expire Date: Not reported

			MAP FINDINGS			
Map ID Direction		Ч				EDR ID Number
Distance Distance (ft	.)Site				Database(s)	EPA ID Number
B4 SSE 1/8-1/4 0.162 mi.	CUBA TOWNSHIP HWY 440 WEST CUBA RD. BARRINGTON, IL	DEPT.			RGA LUST	S115503372 N/A
858 ft.	Site 1 of 3 in cluster B					
	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	011 CUBA 010 CUBA 009 CUBA 008 CUBA 007 CUBA 006 CUBA 005 CUBA 004 CUBA 003 CUBA 002 CUBA 001 CUBA	A TOWNSHIP HWY. DEPT. A TOWNSHIP HWY. DEPT.	440 WEST CUBA RD 440 WEST CUBA RD	• • • • • • •	
B5 SSE 1/8-1/4 0.162 mi. 858 ft,	CUBA TOWNSHIP HWY 440 WEST CUBA RD. BARRINGTON, IL 6001 Site 2 of 3 in cluster B				LUST	S104526463 N/A
	LUST: Incident Num: IL EPA Id: Product: IEMA Date: Project Manager: Project Manager PI Email: PRP Name: PRP Contact: PRP Address: PRP City,St,Zip: PRP Phone: Site Classification: Section 57.5(g) Let Date Section 57.5(g) Non LUST Determi 20 Report Received 45 Report Received NFA/NFR Letter: NFR Date Recorded	ter: 3) Letter: nation Letter 1: 1:	903391 0974085039 Uset Oil 11/15/1990 NOT ASSIGNED Not reported Cuba Township Hwy. Depi Kernit Smiddy 321 West Northwest Hwy. Barrington, IL 60010 Not reported Not reported	t.		
	IL EPA Id: US EPA Id: Longitude: Latitude: Contact Name: Contact Address: Contact Address2: Contact City,St,Zip Contact Phone: Date Enrolled:	Not re -88.14 42.17 Kerm 321 V Not re : Barrir (847)	eported 8147			
						D- 10

Map ID Direction Distance Distance (ft.)Site

EDR ID Number

Database(s)

EPA ID Number

S104526463

### CUBA TOWNSHIP HWY. DEPT. (Continued)

Point Of Contact: Consultant Company: Consultant Address: Consultant Address2: Consultant City,St,Zip: Consultant Phone: Proj Mgr Assigned: Sec. 4 Letter Date: NFR Recorded: Active: Total Acres:	Not report Wickersha Not report Not report Not report NA Not report False Not report	im & Associates ed ed ed ed ed ed éd
No Further Remediation Letter Dt: Remediation Applicant Co: Remediation Applicant Title: Remediation Applicant Name: Remediation Applicant Company: Remediation Applicant Address: Remediation Applicant Address 2;		Not reported Cuba Township Highway Department Mr. Not reported Not reported Not reported Not reported Not reported
Remediation Applicant City,St,Zip: Illinois EPA: Site Name: NFR Letter: NFR Letter Date Recorded: Site Type: Comprehensive/Focused: Institutional Controls: Barrier: Worker Caution:		Not reported Not reported Not reported Not reported Not reported Not reported Not reported Not reported Not reported Not reported
Acres:		Not reported

### B6 CUBA TOWNSHIP HIGHWAY DEPT SSE 440 W CUBA RD 1/8-1/4 BARRINGTON, IL 60010 0.162 mi. 858 ft. Site 3 of 3 in cluster B

U

JST:	
Facility ID:	2012771
Facility Status:	CLOSED
Facility Type:	NONE
Owner Id:	U0003640
Owner Name:	Cuba Town Of
Owner Address:	321 W Nw Hwy
Owner City,St,Zip:	Barrington, IL 60010
Tank Number:	1
Tank Status:	Removed
Tank Capacity:	1000
Tank Substance:	Gasoline
Last Used Date:	Not reported
OSFM First Notify Date:	5/22/1986
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	Not reported
Green Tag Issue Date:	Not reported
Green Tag Expire Date:	Not reported
Fee Due:	Not reported

UST U001141708 N/A

		MAP FINDINGS		
Map ID Direction Distance	<u> </u>			EDR ID Number
Distance (f	t.)Site		Database(s)	EPA ID Number
	CUBA TOWNSHIP HIGHWAY DE	PT (Continued)		U001141708
	MOTOR FUEL PERMIT INSI	PECTIONNDATEported		
	MOTOR FUEL PERMIT EXP	•		
	MOTOR FUEL TYPE:	Not reported		
	Pending Nov: IEMA:	N Not reported		
	Equipment Type:	Not reported		
	Equipment:	Not reported		
	Last Passing Date:	Not reported		
	Test Expire Date:	Not reported		
7 NNE 1/8-1/4 0.173 mi. 911 ft.	A1 AUTO BODY 28147 W COMMERCIAL BARRINGTON, IL 60010		RCRA-SQG FINDS	1000102969 ILD113864375
21111.	RCRA-SQG;			
	Date form received by agend	•		
	Facility name: Facility address:			
	Facinty address.	28147 W COMMERCIAL BARRINGTON, IL 60010		
	EPA ID:	ILD113864375		
	Contact:	BOB CAVE		
	Contact address:	28147 W COMMERCIAL		
	Contact country	BARRINGTON, IL 60010 US		
	Contact country: Contact telephone:	(312) 381-2828		
	Contact email:	Not reported		
	EPA Region:	05	•	
	Land type:	Facility is not located on Indian land. Additional informat	ion is not known.	
	Classification: Description:	Small Small Quantity Generator Handler: generates more than 100 and less than 1000 k		
		waste during any calendar month and accumulates less hazardous waste at any time; or generates 100 kg or less waste during any calendar month, and accumulates mo	ss of hazardous	f
		hazardous waste at any time		
	Owner/Operator Summary:			
	Owner/operator name: Owner/operator address:	NAME NOT REPORTED ADDRESS NOT REPORTED CITY NOT REPORTED, AK 99998		
	Owner/operator country:	Not reported		
	Owner/operator telephone:	(312) 555-1212		
	Legal status:	Private		
	Owner/Operator Type: Owner/Op start date:	Operator Not reported		
	Owner/Op end date:	Not reported		
	Owner/operator name: Owner/operator address:	CAVE BOB ADDRESS NOT REPORTED		
	omichoperator address.	CITY NOT REPORTED, AK 99998		
	Owner/operator country:	Not reported		
	Owner/operator telephone:	(312) 555-1212		
	Legal status: Owner/Operator Type:	Private Owner		
	Owner/Op start date:	Not reported		
	Owner/Op end date:	Not reported		

MAP FINDINGS Map ID EDR ID Number Direction Distance EPA ID Number Distance (ft.)Site Database(s) A1 AUTO BODY (Continued) 1000102969 Handler Activities Summary: U.S. importer of hazardous waste: No Mixed waste (haz. and radioactive): No Recycler of hazardous waste: No Transporter of hazardous waste: No Treater, storer or disposer of HW: No Underground injection activity: No On-site burner exemption: No Furnace exemption: No Used oil fuel burner: No Used oil processor: No User oil refiner: No Used oil fuel marketer to burner: No Used oil Specification marketer: No Used oil transfer facility: No Used oil transporter: No

> Hazardous Waste Summary: D000 Waste code: Not Defined Waste name: D001 Waste code: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF Waste name: LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE. Waste code: E003 Waste name: THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NON-HALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS, AND, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES. Waste code: F005 Waste name: THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF

> > THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF

FOCUSED COMPLIANCE INSPECTION

No violations found

08/26/1992

Violation Status:

Evaluation:

Evaluation Action Summary: Evaluation date:

Map ID Direction Distance Distance (ft.)Site

EDR ID Number

Database(s) EPA ID Number

	A1 AUTO BODY (Continued)		1000102969
	Area of violation: Date achieved compliance: Evaluation lead agency:	Not reported Not reported State	
	FINDS:		
	Registry ID:	110005846219	
		nation System lois - Agency Compliance And Enforcement System) is the A Project to facilitate the permitting operations	
	Conservat events and and treat, s program si	is a national information system that supports the Resource ion and Recovery Act (RCRA) program through the tracking of d activities related to facilities that generate, transport, store, or dispose of hazardous waste. RCRAInfo allows RCRA taff to track the notification, permit, compliance, and action activities required under RCRA.	
C8 NNE 1/8-1/4 0.197 mi.	MANFREDS IMPORT AUTO INC 21 N 988 PEPPER RD BARRINGTON, IL 60010 Site 1 of 2 in eluptor C	RCRA-S Fil	GQG 1000861230 NDS IL0000067124
1040 ft.	Site 1 of 2 in cluster C		
	RCRA-SQG: Date form received by agence	y: 11/29/1993	
	Facility name:	MANFREDS IMPORT AUTO INC	
	Facility address:	21 N 988 PEPPER RD BARRINGTON, IL 60010	
	EPA ID:	IL0000067124	
	Contact:	MANFRED SCMIDT	
	Contact address:	21 N 988 PEPPER RD BARRINGTON, IL 60010	
	Contact country:	US	
	Contact telephone:	(708) 382-3239	
	Contact email: EPA Region:	Not reported 05	
	Classification:	Small Small Quantity Generator	
	Description:	Handler: generates more than 100 and less than 1000 kg of hazard	
		waste during any calendar month and accumulates less than 6000 hazardous waste at any time; or generates 100 kg or less of hazard	-
		waste during any calendar month, and accumulates more than 1000 hazardous waste at any time	
	Owner/Operator Summary:		
	Owner/operator name:	DIDIER PATRICIA	
	Owner/operator address:	2020 S CRYSTAL LAKE RD MCHENRY, IL 60050	
	Owner/operator country:	Not reported	
	Owner/operator telephone:	Not reported	
	Legal status:	Private	
		Oumar	
	Owner/Operator Type: Owner/Op start date:	Owner Not reported	

MAP FINDINGS Map ID Direction EDR ID Number Distance Distance (ft.)Site Database(s) EPA ID Number **MANFREDS IMPORT AUTO INC (Continued)** 1000861230 Handler Activities Summary: U.S. importer of hazardous waste: No Mixed waste (haz. and radioactive): No Recycler of hazardous waste: No Transporter of hazardous waste: No Treater, storer or disposer of HW: No Underground injection activity: No On-site burner exemption: No Furnace exemption: No Used oil fuel burner: No Used oil processor: No User oil refiner: No Used oil fuel marketer to burner: No Used oil Specification marketer: No Used oil transfer facility: No Used oil transporter: No Hazardous Waste Summary: Waste code: D001 Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE. Violation Status: No violations found FINDS: Registry ID: 110005796157 Environmental Interest/Information System ACES (Illinois - Agency Compliance And Enforcement System) is the Illinois EPA Project to facilitate the permitting operations RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA. C9 **GRAPHIC ART STUDIO INC THE** RCRA-SQG 1000861345 NNE IL0000081398 21 N 988 PEPPER RD B FINDS BARRINGTON, IL 60010 1/8-1/4 0.197 mi. 1040 ft. Site 2 of 2 in cluster C RCRA-SQG: Date form received by agency: 12/20/1993 GRAPHIC ART STUDIO INC THE Facility name: Facility address: 21 N 988 PEPPER RD B BARRINGTON, IL 60010 EPA ID: IL0000081398

Map ID Direction Distance Distance (ft.)Site

EDR ID Number

Database(s) EPA ID Number

	(Continued)	1000861345
Contact:	DAVE STROHFELDA	
Contact address:	21 N 988 PEPPER RD B	
	BARRINGTON, IL 60010	
Contact country:	US	
Contact telephone:	Not reported	
Contact email:	Not reported	
EPA Region:	05	
Classification:	Small Small Quantity Generator	
Description:	Handler: generates more than 100 and less than 1000 kg of hazardous	
·	waste during any calendar month and accumulates less than 6000 kg of	
	hazardous waste at any time; or generates 100 kg or less of hazardous	
	waste during any calendar month, and accumulates more than 1000 kg of	
	hazardous waste at any time	
wner/Operator Summary:		
Owner/operator name:	DIDIER JEROME	
Owner/operator address:	2020 S CRYSTAL LAKE RD	
	MCHENRY, IL 60050	
Owner/operator country:	Not reported	
Owner/operator telephone:	(708) 381-1105	
Legal status:	Private	
Owner/Operator Type:	Owner	
Owner/Op start date:	Not reported	
Owner/Op end date:	Not reported	
landler Activities Summary:		
U.S. importer of hazardous wa		
Mixed waste (haz. and radioa	ctive): No	
Recycler of hazardous waste:	No	
Transporter of hazardous was		
Treater, storer or disposer of I		
Underground injection activity	: No	
On-site burner exemption:	No	
Furnace exemption:	No	
Used oil fuel burner:	No	
Used oil processor:	No	
User oil refiner:	No	
Used oil fuel marketer to burn	er: No	
Used oil Specification markete	er: No	
Used oil transfer facility:	No	
Used oil transporter:	No	
lazardous Waste Summary:		
Waste code:	D001	
Waste name:	IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAV	E A ELASHPOIN
vvaste fiame.	LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PEN	
	CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETE	
	FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY D	
	WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIE	,
	- YOUGE GAN DE ODTAINED EROWLINE MANUEAG URER UR DIGTRIE	
	MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY I WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WAST	JSED SOLVENT

FINDS:

EDR ID Number

Database(s) EPA ID Number

	GRAPHIC ART STUDIO INC TH	E (Continued)	1000861345
	Registry ID:	110005796996	
	Conserva events ar and treat, program	mation System o is a national information system that supports the Resource tition and Recovery Act (RCRA) program through the tracking of nd activities related to facilities that generate, transport, store, or dispose of hazardous waste. RCRAInfo allows RCRA staff to track the notification, permit, compliance, and action activities required under RCRA.	
10 NNW 1/8-1/4 0.242 mi. 1276 ft.	SWISS AUTOMATION INC 1020 W NORTHWEST HWY BARRINGTON, IL 60010	RCRA-SQ FIND	
	RCRA-SQG:		
	Date form received by ager		
	Facility name:	SWISS AUTOMATION INC	
	Facility address:	1020 W NORTHWEST HWY BARRINGTON, IL 60010	
	EPA ID:	ILR000075762	
	Contact:	ADAM GOODWIN	
	Contact address:	1020 W NORTHWEST HWY	
	<b>•</b> • • •	BARRINGTON, IL 60010	
	Contact country:		
	Contact telephone: Contact email:	(847) 381-4405 Not reported	
	EPA Region:	05	
	Classification:	Small Small Quantity Generator	
	Description:	Handler: generates more than 100 and less than 1000 kg of hazardou waste during any calendar month and accumulates less than 6000 kg hazardous waste at any time; or generates 100 kg or less of hazardou waste during any calendar month, and accumulates more than 1000 k hazardous waste at any time	of s
	Owner/Operator Summary:		
	Owner/operator name: Owner/operator address:	KEN MALO 1020 W NORTHWEST HWY BARRINGTON, IL 60010	
	Owner/operator country:	Not reported	
	Owner/operator telephone:	· ·	
	Legal status:	Private	
	Owner/Operator Type: Owner/Op start date:	Owner Not reported	
	Owner/Op end date:	Not reported	
	Handler Activities Summary:		
	U.S. importer of hazardous Mixed waste (haz. and radi		
	Recycler of hazardous was	•	
	Transporter of hazardous v		
	Treater, storer or disposer		
	Underground injection activ		
	On-site burner exemption:	No	
	Furnace exemption:	No	

MAP FINDINGS Map ID Direction EDR ID Number Distance Distance (ft.)Site EPA ID Number Database(s) SWISS AUTOMATION INC (Continued) 1001967986 Used oil fuel burner: No Used oil processor: No User oil refiner: No Used oil fuel marketer to burner: No Used oil Specification marketer: No Used oil transfer facility: No Used oil transporter: No Hazardous Waste Summary: Waste code: D001 Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER, ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL, LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE. Violation Status: No violations found FINDS: Registry ID: 110007560353 Environmental Interest/Information System ACES (Illinois - Agency Compliance And Enforcement System) is the Illinois EPA Project to facilitate the permitting operations **OSHA ESTABLISHMENT** RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA. RCRA-SQG 1000225739 D11 DUREX INTERNATIONAL CORP 28 W 020 COMMERCIAL AVE ILD038508792 NE FINDS 1/8-1/4 BARRINGTON, IL 60010 0.245 mi. 1295 ft. Site 1 of 2 in cluster D RCRA-SQG: Date form received by agency:02/18/1986 DUREX INTERNATIONAL CORP Facility name: 28 W 020 COMMERCIAL AVE Facility address: BARRINGTON, IL 60010 ILD038508792 EPA ID: Mailing address: PO BOX 632 BARRINGTON, IL 60010 Contact: THOMAS THENNES Contact address: PO BOX 632 BARRINGTON, IL 60010 Contact country: US Contact telephone: (312) 382-7780 Contact email: Not reported

Map ID Direction Distance Distance (ft.)Site

•

EDR ID Number

Database(s) EPA ID Number

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DUREX INTERNATIONAL CORP (	Continued)	1000225739
EBA Region:	05	
EPA Region: Classification:		
	Small Small Quantity Generator	
Description:	Handler: generates more than 100 and less than 1000 kg of hazardous	
	waste during any calendar month and accumulates less than 6000 kg of	
	hazardous waste at any time; or generates 100 kg or less of hazardous	
	waste during any calendar month, and accumulates more than 1000 kg of	
	hazardous waste at any time	
Ourses/Operator Summanu		
Owner/Operator Summary: Owner/operator name:	NAME NOT DEPORTED	
•	NAME NOT REPORTED	
Owner/operator address:	ADDRESS NOT REPORTED	
Ourselesester equateur	CITY NOT REPORTED, AK 99998	
Owner/operator country:	Not reported	
Owner/operator telephone:	(312) 555-1212	
Legal status:	Private	
Owner/Operator Type:	Operator	
Owner/Op start date:	Not reported	
Owner/Op end date:	Not reported	
Owner/operator name:	HINZ EDWARD	
Owner/operator address:	ADDRESS NOT REPORTED	
1	CITY NOT REPORTED, AK 99998	
Owner/operator country:	Not reported	
Owner/operator telephone:	(312) 555-1212	
Legal status:	Private	
Owner/Operator Type:	Owner	
Owner/Op start date:	Not reported	
Owner/Op end date:	Not reported	
Handler Activities Summary:		
U.S. importer of hazardous wa	aste: No	
Mixed waste (haz. and radioa		
Recycler of hazardous waste:	No	
Transporter of hazardous waste.		
Treater, storer or disposer of l		
Underground injection activity On-site burner exemption:		
•	No	
Furnace exemption: Used oil fuel burner:	No	
	No	
Used oil processor:	No	
User oil refiner:	No	
Used oil fuel marketer to burn		
Used oil Specification markete		
Used oil transfer facility:	No	
Used oil transporter:	No	
Hazardous Waste Summary:	F004	
Waste code:		
Waste name:	THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGR	
	TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CI	-
	1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE, AND CHLOR	
	FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED	
	CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE	· /
	ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THO	
	IN F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVE	RY OF THESE
	SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.	

EDR ID Number

Distance (f	t.)Site		Database(s)	EPA ID Number	
	DUREX INTERNATIONAL COR	P (Continued)		1000225739	
	Violation Status:	No violations found			
	FINDS:				
	Registry ID:	110005826516			
		ormation System Ilinois - Agency Compliance And Enforcement System) is t PA Project to facilitate the permitting operations	he		
	Conserverts a conserverts a conserverts a conservert co	to is a national information system that supports the Resolutation and Recovery Act (RCRA) program through the track and activities related to facilities that generate, transport, it, store, or dispose of hazardous waste. RCRAInfo allows a staff to track the notification, permit, compliance, and we action activities required under RCRA.	king of		
D12 NE 1/8-1/4 0.249 mi. 1317 ft.	FOX VALLEY MARKING SYST 28 W 005 COMMERCIAL AVE BARRINGTON, IL 60010 Site 2 of 2 in cluster D	EMS INC	RCRA-SQG FINDS		
1317 П.					
	RCRA-SQG: Date form received by age Facility name: Facility address: EPA ID: Contact: Contact address: Contact country: Contact telephone: Contact telephone: Contact email: EPA Region: Classification: Description:	ency: 03/04/1986 FOX VALLEY MARKING SYSTEMS INC 28 W 005 COMMERCIAL AVE BARRINGTON, IL 60010 ILD115376220 JOE DONAHOE 28 W 005 COMMERCIAL AVE BARRINGTON, IL 60010 US (312) 382-3450 Not reported 05 Small Small Quantity Generator Handler: generates more than 100 and less than 100 waste during any calendar month and accumulates le hazardous waste at any time; or generates 100 kg or waste during any calendar month, and accumulates r hazardous waste at any time	ess than 6000 kg of less of hazardous		
	Owner/Operator Summary: Owner/operator name: Owner/operator address: Owner/operator country: Owner/operator telephone Legal status: Owner/Operator Type: Owner/Op start date: Owner/Op end date:	NAME NOT REPORTED ADDRESS NOT REPORTED CITY NOT REPORTED, AK 99998 Not reported e: (312) 555-1212 Private Operator Not reported Not reported Not reported			
	Owner/operator name: Owner/operator address:	SMRT THOMAS J ADDRESS NOT REPORTED CITY NOT REPORTED, AK 99998			

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MAP FINDINGS Map ID Direction EDR ID Number Distance Distance (ft.)Site EPA ID Number Database(s) FOX VALLEY MARKING SYSTEMS INC (Continued) 1000135416 Owner/operator country: Not reported Owner/operator telephone: (312) 555-1212 Legal status: Private Owner/Operator Type: Owner Owner/Op start date: Not reported Owner/Op end date: Not reported Handler Activities Summary: U.S. importer of hazardous waste: Nn Mixed waste (haz. and radioactive): No Recycler of hazardous waste: No Transporter of hazardous waste: No Treater, storer or disposer of HW: No Underground injection activity: No On-site burner exemption: No Furnace exemption: No Used oil fuel burner: No Used oil processor: No User oil refiner: No Used oil fuel marketer to burner: No Used oil Specification marketer: No Used oil transfer facility: No Used oil transporter: No Hazardous Waste Summary: Waste code: F001 Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE, AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES. Violation Status: No violations found FINDS: Registry ID: 110005847263 Environmental Interest/Information System ACES (Illinois - Agency Compliance And Enforcement System) is the Illinois EPA Project to facilitate the permitting operations RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Map ID Direction Distance Distance (ft.)Site

EDR ID Number

Database(s) EPA ID Number

N/A

S103692599

LUST

#### E13 JOSEPH D. FOREMAN CO. NNE 28102 WEST INDUSTRIAL AVE. 1/4-1/2 LAKE BARRINGTON, IL 60010

0.337 mi. 1780 ft.

### Site 1 of 2 in cluster E

LUST:	
Incident Num:	981834
IL EPA Id:	0970705006
Product:	Gasoline, Deisel
IEMA Date:	07/27/1998
Project Manager:	Lambert, Tara
Project Manager Phone:	Not reported
Email:	Not reported
PRP Name:	Joseph D. Foreman Co.
PRP Contact:	William Foreman
PRP Address:	28102 West Industrial Ave.
PRP City,St,Zip:	Lake Barrington, IL 60010
PRP Phone:	8473827310
Site Classification:	Not reported
Section 57.5(g) Letter:	732
Date Section 57.5(g) Letter:	Not reported
Non LUST Determination Letter:	Not reported
20 Report Received:	08/03/1998
45 Report Received:	09/14/1998
NFA/NFR Letter:	01/12/1999
NFR Date Recorded:	01/22/1999

#### E14 CROWN GYM MATS

NNE

27W929 INDUSTRIAL DR 1/4-1/2 BARRINGTON, IL 60010 0.337 mi. 1780 ft. Site 2 of 2 in cluster E LUST: Incident Num: 990805 IL EPA Id: 0314085062 Product: Non Petro IEMA Date: 04/02/1999 Project Manager: Myers Project Manager Phone: (217) 785-7491 Email: Dave.Myers@illinois.gov PRP Name: Crown Gym Mats, Inc. PRP Contact: John Eckert PRP Address: 27W929 Industrial Drive PRP City,St,Zip: Barrington, IL 60010 PRP Phone: 8473818282 Site Classification: Not reported Section 57.5(g) Letter: 734

Date Section 57.5(g) Letter: Not reported Non LUST Determination Letter: Not reported 20 Report Received: 07/15/1999 45 Report Received: 03/14/2014 NFA/NFR Letter: 05/22/2014

### BOL:

Site Id:	170000485428
Inv Num:	0314085062

NFR Date Recorded:

LUST 1001648934 BOL N/A

MIRAN

08/08/1988

Map ID Direction Distance Distance (ft.)Site

EDR ID Number

Database(s) Ef

EPA ID Number

1001648934

### **CROWN GYM MATS (Continued)**

Interest Name: Crown Gym Mats Interest Type: BOL Media Code: LAND

1000

	Database(s)	LUST
	Zp	60010
		MAY - IL 14
	Site Address	230 SOUTH NW HIGHWAY - IL 14
UMMARY		
ORPHAN SUMMARY		VILLAGE OF
	Site Name	S107543271 BARRINGTON, VILLAGE OF
	EDR ID	S107543271
Count: 1 records	City	BARRINGTON

Page OR-1

. In suggestion

### State of Illinois Department of Transportation Bureau of Local Roads and Streets

### SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007 Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

VILLAGE OF BARRINGTON HILLS

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

### COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

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

"(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY					
QUALITY TEST		CLASS			
	A	В	С	D	
Na <sub>2</sub> SO <sub>4</sub> Soundness 5 Cycle, ITP 104 <sup>1/</sup> , % Loss max.	15	15	20	25 <sup>2/</sup>	
Los Angeles Abrasion, ITP 96 <sup>11/</sup> , % Loss max.	40 <sup>3/</sup>	40 <sup>4/</sup>	40 5/	45	
Minus No. 200 (75 µm) Sieve Material, ITP 11	1.0 6/		2.5 7/		
Deleterious Materials <sup>10/</sup>					
Shale, % max.	1.0	2.0	4.0 8/		
Clay Lumps, % max.	0.25	0.5	0.5 8/		
Coal & Lignite, % max.	0.25				
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 <sup>8/</sup>		
Other Deleterious, % max.	4.0 <sup>9/</sup>	2.0	2.0 8/		
Total Deleterious, % max.	5.0	6.0	10.0 8/		
Oil-Stained Aggregate <sup>10/</sup> , % max	5.0				

- 1/ Does not apply to crushed concrete.
- 2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
- 3/ For portland cement concrete, the maximum percent loss shall be 45.
- 4/ Does not apply to crushed slag or crushed steel slag.
- 5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.
- 6/ For crushed aggregate, if the material finer than the No. 200 (75 μm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

- 7/ Does not apply to aggregates for HMA binder mixtures.
- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete."

80360

## CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: April 1, 2014 Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

"Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant."

Add the following to Section 1050 of the Standard Specifications:

"1050.04 Polyurethane Joint Sealant. The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T ( $T_1$  or  $T_2$ ), according to ASTM C 920."

80334

### CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit Technology List (<u>http://www.epa.gov/cleandiesel/verification/verif-list.htm</u>), or verified by the California Air Resources Board (CARB) (<u>http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm</u>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

### CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

"(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted."

Revise Article 109.09(e) of the Standard Specifications to read:

"(e) Procedure. The Department provides two administrative levels for claims review.

Level I Engineer of Construction Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

80335

### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 2, 2015

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

<u>STATE OBLIGATION</u>. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **16.00**% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

<u>DBE LOCATOR REFERENCES</u>. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at <u>www.dot.il.gov</u>.

<u>BIDDING PROCEDURES.</u> Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
  - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
  - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
    - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith

efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with Section 6 of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in

order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- (2) The DBE may also lease trucks from a non-DBE firm, including from an owneroperator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

<u>CONTRACT COMPLIANCE</u>. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be

required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) <u>SUBCONTRACT</u>. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) <u>TERMINATION AND REPLACEMENT PROCEDURES</u>. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a). Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE listed in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of

Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime

Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance

to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

## EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

#### "EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the

Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

<u>STATE CONTRACTS</u>. Revise Section II of Check Sheet #5 of the Recurring Special Provisions to read:

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights

Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

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#### FRICTION AGGREGATE (BDE)

Effective: January 1, 2011 Revised: November 1, 2014

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

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

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination 5/:
		Gravel
		Crushed Gravel
		Carbonate Crushed Stone
		Crystalline Crushed Stone
		Crushed Sandstone
		Crushed Slag (ACBF)
		Crushed Steel Slag
		Crushed Concrete

Use	Mixture	Aggregates Allowed	
HMA Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Cor Gravel Crushed Gravel Carbonate Crushed Sto Crystalline Crushed Sto Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete	one
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Con Crushed Gravel Carbonate Crushed Sto Crystalline Crushed Sto Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>	one <sup>2/</sup>
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Co Crushed Gravel Carbonate Crushed Sto Crystalline Crushed Sto Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>	one <sup>2/</sup>
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Combination       5/:         Crushed Gravel       Carbonate Crushed Stone (other than Limestone) <sup>2/</sup> Crystalline Crushed Stone       Crushed Sandstone         Crushed Slag (ACBF)       Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup> Crushed Concrete <sup>3/</sup>	
		Other Combinations Al	lowed: With
		25% Limestone	Dolomite

Mixture	Aggregates Allowed	
	50% Limestone	Any Mixture D aggregate other than Dolomite
	75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
E Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in Co Crushed Gravel Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete <sup>3/</sup>	
	No Limestone.	
	Other Combinations A	llowed:
	Up to	With
	50% Dolomite <sup>2/</sup>	Any Mixture E aggregate
	75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
	75% Crushed Gravel or Crushed Concrete <sup>3/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
F Surface IL-9.5	Allowed Alone or in Co	ombination <sup>5/</sup> :
SMA Ndesign 80 Surface	Crystalline Crushed S Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
	E Surface IL-9.5 SMA Ndesign 80 Surface F Surface IL-9.5 SMA Ndesign 80	50% Limestone         50% Limestone         75% Limestone         Resign 80         Surface         Surface         Allowed Alone or in Construction         Crushed Gravel         Crushed Gravel         Crushed Stag (ACBF)         Crushed Steel Slag         Crushed Steel Slag         Crushed Concrete <sup>37</sup> No Limestone.         Other Combinations A         Up to         50% Dolomite <sup>27</sup> 75% Dolomite <sup>27</sup> 75% Crushed         Gravel or Crushed         Concrete <sup>37</sup> F Surface         IL-9.5         SMA         Ndesign 80         SMA         Ndesign 80         Surface         Crushed Slag (ACBF)         Crushed Slag (ACBF)         Crushed Slag (ACBF)         Crushed Slag (ACBF)         SMA         Ndesign 80         Surface         Crushed Slag (ACBF)         Crushed Slag (ACBF)         Surface

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Use	Mixture	Aggregates Allowed	Aggregates Allowed		
		Up to	With		
		50% Crushed Gravel, Crushed Concrete <sup>3/</sup> , or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone		

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

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# HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010 Revised: April 1, 2012

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

<u>Quality Control/Quality Assurance (QC/QA)</u>. Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a oneminute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 - 97.4%	91.0%
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 - 96.0%	90.0%
IL-9.5,IL-9.5L, IL-12.5	Ndesign < 90	92.5 - 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 - 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 - 97.4%	90.0%

SMA	Ndesign = 50 & 80	93.5 - 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

# HOT MIX ASPHALT – PRIME COAT (BDE)

Effective: November 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

"Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types	
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70	
Prime Coat on Aggregate Bases	MC-30, PEP"	

Add the following to Article 406.03 of the Standard Specifications.

Revise Article 406.05(b) of the Standard Specifications to read:

- "(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).
  - (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft (kg/sq m)
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete	0.05 (0.244)
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.025 (0.122)

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is

fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

(2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of 0.25 lb/sq ft  $\pm$  0.01 (1.21 kg/sq m  $\pm$ 0.05).

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pickup under traffic.

The residual asphalt rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2000 tons (1800 metric tons) of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of Article 406.13(b) of the Standard Specifications to read:

"Water added to emulsified asphalt, as allowed in Article 406.02, will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

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

"406.14 Basis of Payment. Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.02 of the Standard Specifications to read:

"407.02 Materials. Materials shall be according to Article 406.02, except as follows.

Revise Article 407.06(b) of the Standard Specifications to read:

"(b) A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b)."

Delete the second paragraph of Article 407.12 of the Standard Specifications.

Revise the first paragraph of Article 408.04 of the Standard Specifications to read:

"408.04 Method of Measurement. Bituminous priming material will be measured for payment according to Article 406.13."

Revise the first paragraph of Article 408.05 of the Standard Specifications to read:

"408.05 Basis of Payment. This work will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT) or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) and at the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING."

Revise Article 1032.02 of the Standard Specifications to read:

"1032.02 Measurement. Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight.

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer's bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer."

Add the following to the table in Article 1032.04 of the Standard Specifications.

"SS-1vh	160-180	70-80
RS-1, CRS-1	75-130	25-55"

Add the following to Article 1032.06 of the Standard Specifications.

"(g) Non Tracking Emulsified Asphalt SS-1vh shall be according to the following.

Requirements for SS-1vh					
Test		SPEC	AASHTO Test Method		
Saybolt Viscosity @ 25C,	SFS	20-200	T 72		
Storage Stability, 24hr.,	%	1 max.	T 59		
Residue by Evaporation,	%	50 min.	Т 59		
Sieve Test,	%	0.3 max.	T 59		
Tests on Residue from Evaporation					
Penetration @25°C, 100g., 5 sec., dmm 20 max. T 49					
Softening Point,	°C	65 min.	T 53		
Solubility,	%	97.5 min.	T 44		
Orig. DSR @ 82°C,	kPa	1.00 min.	T 315"		

Revise the last table in Article 1032.06(f)(2)d. of the Standard Specifications to read:

"Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh	Prime or fog seal
PEP	Bituminous surface treatment prime
RS-2, HFE-90, HFE-150, HFE- 300, CRSP, HFP, CRS-2, HFRS-2	Bituminous surface treatment
CSS-1h Latex Modified	Microsurfacing"

Add the following to Article 1101 of the Standard Specifications.

"**1101.19 Vacuum Sweeper.** The vacuum sweeper shall have a minimum sweeping path of 52 in. (1.3 m) and a minimum blower rating of 20,000 cu ft per minute (566 cu m per minute)."

Add the following to Article 1102 of the Standard Specifications:

"1102.06 Spray Paver. The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the

application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed."

# LRFD STORM SEWER BURIAL TABLES (BDE)

Effective: November 1, 2013 Revised: April 1, 2015

Revise Article 550.02 of the Standard Specifications to read as follows:

"Item	Article Section
(a) Clay Sewer Pipe	1040 02
(b) Extra Strength Clay Pipe	1040.02
(c) Concrete Sewer, Storm Drain, and Culvert Pipe	1040.02
(d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe	
(e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (	Note 1) 1042
(I) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pine (Note	■ 1) 1042
(g) Polyvinyi Chioride (PVC) Pipe	1040.03
(I) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior	1040.03
(i) Confugated Polypropylene (CPP) Pipe with Smooth Interior	1040 08
() Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete F	Pine 1056
(K) Mastic Joint Sealer for Pipe	1055
	1057
(iii) Fille Aggregate (Note 2)	1003.04
(II) Coarse Aggregate (Note 3)	1004.05
(0) Reinforcement Bars and Welded Wire Fabric	1006 10
	1042 16
(q) Polyethylene (PE) Pipe with a Smooth Interior	1040 04
(r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior	

Note 1. The class of elliptical and arch pipe used for various storm sewer sizes and heights of fill shall conform to the requirements for circular pipe.

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet."

Revise the table for permitted materials in Article 550.03 of the Standard Specifications as follows:

"Class	Materials
А	Rigid Pipes:
	Clay Sewer Pipe
	Extra Strength Clay Pipe
	Concrete Sewer, Storm Drain, and Culvert Pipe
	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
В	Rigid Pipes:
	Clay Sewer Pipe
	Extra Strength Clay Pipe
	Concrete Sewer, Storm Drain, and Culvert Pipe
	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
	Flexible Pipes:
	Polyvinyl Chloride (PVC) Pipe
÷	Corrugated Polyvinyl Chloride Pipe (PVC) with a Smooth Interior Polyethylene (PE) Pipe with a Smooth Interior
	Corrugated Polyethylene (PE) Pipe with a Smooth Interior
	Corrugated Polypropylene (CPP) Pipe with a Smooth Interior
J	contiguida i orghopylene (CFF) Fipe with a Smooth Interior"

Replace the storm sewers tables in Article 550.03 of the Standard Specifications with the following:

		ł	CPP	NA	×	×	×	AN	×	AN	×	AN	×	ŇA	AN	NA NA	×	× A	NA	AN	NA	NA	AN	AN	NA NA		
			CPE	+-						-			┢			╞			-			-					
			ЪЕ	+	××								┝			+-						┢				-	
		er than 3' 1 10'	CPVC	×	×	×	×	×	×	AN	×	AN	×	AN	A	NA	AN	NA	NA NA	AN	AN	AN AN	NA	AN	NA	-	
	Tvbe 2	Fill Height: Greater than 3' not exceeding 10'	PVC	┢	×				_							-	-									-	
QUIRED TOD OT THE BURN		Fill Heigh	ESCP P	╉					-							_											
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STORM SEWERS ERMITTED AND STR AND FILL HEIGHTS			СРР	NA	×	×	×	¥,	<	AN N	×	AN	×	AN	×	AN	×	A	¥.	A	¥	AN	A	NA	AN		
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STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED JEN PIPE DIAMETERS AND FULL HEIGHTS OVER THE TOD OF		and less um cover	CPVC	×	××	<>	< :	<>	<	¥,	×	AN :	×	AN	AN	AN	AN N	AN S	Z Z	A S	¥.	AN S	¥:	A S	AN	Irain, and Sewer Pipe	
KIND OF I FOR A GIVEN PIPE	Type 1	Height: 3' and less th 1' minimum cover	PVC	×	×>	<>	< >	<		ž	×	¥.	×:	×:	×	AN	¥.	¥.	¥.	A S	AN :	¥.	AN S	¥.	- V	ain, and S	en ribe
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			CSP	ი :	AN AN			AN AN	VIV			¥.	ž	¥.	NA	AN S	AN S	AN N		AZ S	HN -	¥2	¥.	ž	AN	e Culvert, orm drain	מווי משווי
			RCCP	NA NA		2	2 =	= =		= 2	≥ ≡		= =	= =	=				= =	= =		= =	= =	= :	_	Concrete	DAGI, CI
		nal ter																							_	Reinforced Concrete Culvert, Storm   Concrete Sewer Storm drain and C	ういていてい
		Nominal Diameter in.		ę (	7 ¥	Ϋ́	2 2	24	22	5 6 6	3 6	36	<u> </u>	4 4	₽¦	2 G	00	B	2 2		56	00 00	βţ		ΞĮ	CSP R	

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Polyvinyl Chloride Pipe Corrugated Polyvinyl Chloride Pipe Extra Strength Clay Pipe Polyethylene Pipe with a Smooth Interior Corrugated Polyethylene Pipe with a Smooth Interior Corrugated Polypropylene pipe with a Smooth Interior

This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. May also use Standard Strength Clay Pipe 

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	-		CPE	×	< ×	< ×	×	AN	×	AN	×	AN	×	AN	AN	AN	AN	A	AN	AN	A	NA	AN	NA	AN	
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	e 2	sater than ding 3 m	CPVC	×	×	×	×	×	×	NA	×	NA	×	M	AN	AN	NA	NA	NA	AN	AN	AN	A	A	AN	
	Type 2	Fill Height: Greater than not exceeding 3 m	PVC	×	×	×	×	×	×	A	×	NA	×	×	×	NA	AN	AN	AN	AN	AN	AN	AN	AN	AN	
JIRED OP OF TH	5	Fill H	ESCP	×	¥	×,	×	×	×	×	×	×	×	×	×	NA	ΔA	NA	AN	AN	NA	AN	NA	AN	AN	
STH REQU			CSP	-	-	1	2	~	7	ო	ო	NA	NA	AN	AA	NA	NA	NA	AN	AN	AN	AN	AN	AN	NA	
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STORM SEWERS (Metric) L PERMITTED AND STRE ERS AND FILL HEIGHTS C			СРР	AN	×	×	×	¥,	×	AA	×	A	×	AN	X	NA	×	A	A	AN	AN	AN	AA	AN	AN	
STORM S AL PERMIT ERS AND I			СРЕ	×	×	×	×	¥,	×	AN N	×	A	×	×	×	NA	AN	A	AN	AN	¥	AN	AN	AN	AN	
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STORM ( KIND OF MATERIAL PERMI A GIVEN PIPE DIAMETERS AND		ight: 1 m and less ) mm minimum cover	CPVC	×	×	×	×:	× >	<	¥,	×	AN	×	¥.	NA	A S	AN	AN	AA Z	AN N	A	<u></u>	AN	A	NA	Sewer Pi
A GIV	Type 1	·='	PVC	×	×	×	×:	×>		¥,	×	EN:	×	×	×	AN:	A Z	AN .	A S	¥:	AN	AN	AN	AN	AN	Irain, and Ivert Pipe
For		Fill Hei With 300	ESCP	×	×	AN	¥:	A Z	¥.	¥:	¥2	AN S	¥.	×	×	AN N	¥:	NA	A S	¥Z:	AN	A N	A S	AN	AN	t, Storm D n, and Cu
			CSP	с	¥.	AN:	AN S	AN N		ž	A S	¥.	¥:	¥.	AN	¥:	¥:	AN:	A S	A S	AN .	¥.	¥:	A S	¥	ete Culver Storm drai
			RCCP	AN	≥ :	2	2 =	3 3		= 2	≥ =		≣∶	= =	=	= :	= :	= =	= :	= :	= :	= :	=:	= :	_	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Concrete Sewer, Storm drain, and Culvert Pipe
		Nominal Diameter in.		250	300	3/5	104	075 600	000	C/0	100	670	906	0901	0071	1350	0061	0001	1800	0070	0012	0977	2400	2550	21	RCCP Reinforc CSP Concrete

\* N X C C P C P C

Polyvinyl Chloride Pipe
 Corrugated Polyvinyl Chloride Pipe
 Extra Strength Clay Pipe
 Polyethylene Pipe with a Smooth Interior
 Corrugated Polyethylene Pipe with a Smooth Interior
 Corrugated Polypropylene Pipe with a Smooth Interior
 This material may be used for the given pipe diameter and fill height.
 This material is Not Acceptable for the given pipe diameter and fill height.

			FORAG	KIND OF FOR A GIVEN PIPE	KIND OF MATERIAL PI VEN PIPE DIAMETERS	ြူဗူလို	I≳E≣	RM SEWERS TTED AND STR FILL HFIGHTS	I SEWERS ED AND STRENGTH REQUIRED I HEIGHTS OVER THE TOD OF	REQUIRE	ENGTH REQUIRED				
•				Type 3								Type 4			
Nominal Diameter in.			Fill He	eight: Greater than not exceeding 15'	Fill Height: Greater than 10' not exceeding 15'	10'					Fill Height: Greater than 15' not exceeding 20'	eight: Greater the not exceeding 20'	than 15' 20'		
	RCCP	CSP	ESCP	PVC	CPVC	Ц	CPE	СРР	RCCP	CSP	ESCP	PVC	CPVC	PE	СРР
99	AN N	2	×	×	×	×	×	NA	AN	e	×	×	×	×	VIV
24		~ ~	× >	×:	×:	×	٩Z	×	≥	AN	AN	<×	<×	< ×	AN AN
		? 	<:	~	×	AN	AN	×	2	NA	٩N	×	×	AN	×
<u>°</u> 7	= =	Ž	× :	×:	×	×	A	×	$\geq$	ΨN	NA	×	×	×	NA
76	5 8			<	×	¥,	¥:	A Z	2	A	AN	×	×	AN	A
1 10	= =		Y.	<	<	×	AN	AN	>	AN	AN	×	×	×	AN
200	≣≡	A S	A S	¥۶	¥:	AN N	AN	A	≥	AN	AN	AN	AN	AN	N
28	==	AN N	Z Z	×:	×	×	AN N	×	2	AN	A	×	×	×	AN
20	≡∣≡	¥.	¥.	AN 3	AN	AN	¥	A	≥	NA	AN	AN	NA	AN	AN
<u>ج</u>		A S	¥.	×:	×	×	AN	A	2	NA	AN	×	×	×	NA
4	= =	¥ Z	¥.	×:	A S	×	A	AZ	2	AA	NA	×	AN	×	AN
4 1 1		¥.	AN.	×	A	×	¥	AN	≥	NA	NA	×	AN	×	AN
4 G	= =	¥:	AN ST	¥:	A S	¥	A	AN	N	AN	NA	NA	AN	M	NA
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22		AN				HAN A	AN I	AN I	<u>≥ </u> :	¥.	AN	AA	A	NA	NA
. 82	=	E N	A N			A N	¥ 2	A Z	22	¥ i	¥:	A S	A S	AN	AN
84	Ξ	AN	A	A	E N	AN	AN	V AN	≥ ≥		t s	AN A	E S	¥:	A S
06	=	NA	AN	AN	NA	NA	AN	AN	1680	NA	AN			AN AN	AN
96	=:	¥:	AN.	AN	AN	AN	AN	AN	1690	AN	A	AN	AN		AN AN
201	=	¥:	¥:	AA	AN	AN	NA	NA	1700	NA	AN	AN	AN	AN	AN
18	1360	AN	1	AN	AN	AN	NA	AN	1710	AN	AN	NA	AA	AN	AN
<b>1</b> .	Reinforced Concrete Culver	rete Culve	. <del>ت</del>	Jrain, and	Storm Drain, and Sewer Pipe	be						1		-	
DAC DOING	Concrete Sewer, Storm drai Dolivitivit Chlorido Dino	Storm dra	Ē	and Culvert Pipe											
С	Foryvingt Crimine Filte Cominated Polyvinyl Obland	e Fije dinvi Chlori	ido Dino												
	המורה יין י	VIII VIII VIII VIII VIII VIII VIII VII	D												

Extra Strength Clay Pipe Polyethylene Pipe with a Smooth Interior Corrugated Polyethylene Pipe with a Smooth Interior Corrugated Polypropylene Pipe with a Smooth Interior This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. May also use Standard Strength Clay Pipe RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

			FOR A GI	KIND OF VEN PIPE	STORM SEWE KIND OF MATERIAL PERMITTEC OR A GIVEN PIPE DIAMETERS AND FILL	STORM VL PERM ERS AND	STORM SEWERS (metric) L PERMITTED AND STRE ERS AND FILL HEIGHTS C	S (metric) ND STRE	STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED /EN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPF	QUIRED TOP OF					
				Type 3	9					;		Type 4			
Nominal Diameter			Fill Height: not exc		Greater than 3 m eeding 4.5 m	ε					Fill Height: Greater than 4.5 m not exceeding 6 m	ight: Greater than not exceeding 6 m	han 4.5 m 6 m		
1	RCCP	CSP	ESCP	PVC	CPVC	Щ	СРЕ	СРР	RCCP	CSP	ESCP	PVC	CPVC	ш	СРР
250	NA	2	×	×	×	×	×	AN	AN	3	×	×	×	×	NA
300		2	×	×	×	×	AN	×	2	AN	NA N	×	< ×	××	<u>s</u>
375	=	ო	×	×	×	ΨN	NA	×	≥	NA	٩V	×	×	AN	×
450	=:	A S	×	×	×	×	¥	×	N	NA	AN	×	×	×	NA
525		¥:	AN S	××	×:	AN:	¥.	AN S	2	AN	ΥN	×	×	AN	AN
600		AN	AN	×	×	×	A	A	≥	AN	AN	×	×	×	AN
6/5		A S	A	A	ΨZ	¥	AN.	AN	2	AN	AN	AN	AN	AN	AN
750		AN	AN	×	×	×	A	×	2	AN	AN	×	×	×	AN
825	]	¥	AN	AN	AN	AN	NA	NA	N	AN	A	ΔN	AN	AN	M
006	E	AN	AA	×	×	×	A	AN	N	AN	AN	×	×	×	NA
1050		AN	Ϋ́	×	AN	×	٩	A	2	NA	AN	×	AN	×	A
1200		AN	AA	×	NA	×	AN	AN	≥	NA	NA	×	AN	×	AN
1350	Ξ	Ă	<b>A</b> Z	٩Z	٩N	A	AN	NA	2	AN	NA	AN	AN	AN	NA
1500	Ξ	AN	Ą	AN	AN	A	AN	AN	2	AN	NA	AN	NA	A	AN
1650	]]	AN	AA	AN	AN	AN	NA	NA	2	NA	AN	NA	AN	Ą	AN
1800	≡	A	ΥZ	AN	NA	AA	NA	NA	≥	AA	NA	NA	A	A	NA
1950	Ξ	A S	¥2	A	AN	AN	AN	ΥZ	2	AN	NA	AN	NA	AN	AN
2100		¥	¥	A	A	AN	A	A	≥	NA	NA	NA	NA	AN	AN
2250		¥Z :	¥Z	ΔN	¥Ν	A	NA	AN	80	AN	AN	AN	AN	AN	AN
2400	=	AN:	AN S	A Z	AN	AA	NA	AN	80	AZ	AN	NA	AN	AN	Ă
2550		AN N	AA	AN	AN	AN	AA	¥	80	AN	AN	AN	٩N	AN	٩N
2700	70	NA	NA	NA	NA	NA	AN	AN	80	NA	AN	AN	AN	AN	AN
۵.	Reinforced Concrete Culvert, Storm Drain,	ete Culven	t, Storm Dr	and	Sewer Pipe										
CSP Concre	Concrete Sewer, Storm drain, a	storm drai	n, and Culv	ind Culvert Pipe											
,	Polyvinyi Unioriae Pipe Corrigated Bolyniayi Ci	Pipe	cuic -1												
	Corrugated Polyvinyl Coloride Pipe Extra Strength Clav Pipe	nyi Cilouc v Pine	adi Lar												
	Exite Subsidies Stating in the Deliverbylene Dine with a Smooth Interior	urith a Cm	sooth Interio	ł											
	Corrupted Polvethylene Pine with a Smooth Interior	With a Cur hulana Pir	roun men ve with a Sr	u mooth Inte	rior										
		ll yielie i y													

Note Note CDE Note X X CDE

Corrugated Polyethylene Pipe with a Smooth Interior Corrugated Polypropylene pipe with a Smooth Interior This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. May also use Standard Strength Clay Pipe RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

	KIN	d of Mat	S ERIAL PEI	STORM SEWERS ERMITTED AND S	VERS \ND STRE	STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED	UIRED	
ш́	OR A GIVEN	PIPE DIA	METERS A	ND FILL HI	EIGHTS C	VER THE 1	FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE	PE
		Type 5			Type 6		Τy	Type 7
Nominal Diameter in	Fill Heigh not (	Fill Height: Greater than 20' not exceeding 25'	than 20' 25'	Fill Heigh not	Fill Height: Greater than 25 not exceeding 30'	r than 25' 1 30'	Fill Height: G not exce	Fill Height: Greater than 30' not exceeding 35'
	RCCP	PVC	CPVC	RCCP	PVC	СРVС	RCCP	CPVC
10	AN	×	×	AN	×	×	NA	×
12	2	×	×	>	×	×	>	×
15	≥	×	×	>	×	×	>	×
18	2	×	×	>	×	×	>	×
21	2	×	×	>	×	×	>	×
24	2	×	×	>	×	×	>	×
27	2	AN	AN	>	AN	AN	>	AN
30	2	×	×	>	×	×	>	×
33	2	NA	NA	>	NA	AN	>	AN
36	2	×	×	>	×	×	>	×
42	2	×	٩N	>	×	٩N	>	NA
48	2	×	AN	>	×	AN	>	AN
54	≥	AN	AN	>	AN	AN	>	NA
60	2	٩Z	AZ	>	AN	٩N	>	NA
99	2	AN	AN	V	NA	AN	>	AN
72	>	AN	AN	>	AN	AN	>	NA
78	2020	AN	¥Z	2370	AN	AN	2730	AN
84	2020	NA	AN	2380	AN	AN	2740	AN
06	2030	AN	AN	2390	AN	NA	2750	AN
96	2040	¥	¥	2400	AN	AN	2750	٩X
102	2050	AN	A	2410	AN	AN	2760	AN
위	2060	NA	NA	2410	A	AN	2770	NA
n	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe	e Culvert, S	Storm Drain	1, and Sewe	sr Pipe			
	Polyvinyl Chloride Pipe	ipe						
	Corrected Dologian	Chinate Disc						

CPVC ESCP Note Note

Corrugated Polyvinyl Chloride Pipe Extra Strength Clay Pipe This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

Ш	Type 7	Fill Height: Greater than 30' not exceeding 35'	CPVC	×	×	×	×	×	×	NA	×	AN	×	NA	A	AN	NA	A	NA	AN	NA	NA	AN	NA	AN			
STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE	Tyl	Fill Height: G not exce	RCCP	AN	>	>	>	>	>	>	>	>	>	>	>	>	>	>	>	130	130	130	130	130	130			
STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED EN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF		than 25' 30'	CPVC	×	×	×	×	×	×	AN	×	٩N	×	AN	A	NA	A	AN	AN	AN	AN	NA	AN	AN	AN			
S (metric) ND STREN EIGHTS OV	Type 6	Fill Height: Greater than 25' not exceeding 30'	PVC	×	×	×	×	×	×	NA	×	AN	×	×	×	AN	AN	ΝA	AN	AN	NA	AN	AN	AN	AN	er Pipe	-	
STORM SEWERS (metric) L PERMITTED AND STRE ERS AND FILL HEIGHTS (		Fill Heig not	RCCP	AN	>	>	>	>	>	>	>	>	>	>	>	>	>	>	>	110	110	110	120	120	120	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe		
STOI TERIAL PE		than 20' 25'	CPVC	×	×	×	×	×	×	AA	×	NA	×	¥	NA	A	AN	¥	AN	Storm Drai		, Pipe						
VD OF MA	Type 5	Fill Height: Greater than 20' not exceeding 25'	PVC	×	×:	×	×	×:	×	NA	×	NA	×	×	×	A	AN	A	¥Z	AN	¥	AN	¥	AN	NA	te Culvert.	Pipe	N/ Chloride
KIN DR A GIVER		Fill Heigh not	RCCP	NA	≥:	2	2	≥:	2	2	2	2	2	≥	≥	≥	2	≥	>	100	100	100	100	100	100	ced Concre	Polyvinyl Chloride Pipe	Corrugated Polyvinyl Chloride Pine
E E		Nominal Diameter In.		250	300	3/5	450	525	600	675	750	825	006	1050	1200	1350	1500	1650	1800	1950	2100	2250	2400	2550	2700	RCCP Reinfor		CPVC Corrug

Note Note Note

corrugated Polyvinyl Chloride Pipe Extra Strength Clay Pipe This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

Revise the sixth paragraph of Article 550.06 of the Standard Specifications to read:

"PVC, PE and CPP pipes shall be joined according to the manufacturer's specifications."

Revise the first and second paragraphs of Article 550.08 of the Standard Specifications to read:

**\*550.08 Deflection Testing for Storm Sewers.** All PVC, PE, and CPP storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC, PE, and CPP storm sewers with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP storm sewers with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used."

Revise the fifth paragraph of Article 550.08 to read as follows.

"The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe the base inside diameter shall be defined using ASTM D 3034 methodology. For all PE and CPP pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications."

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

**"1040.03 Polyvinyl Chloride (PVC) Pipe.** Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements."

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

- "(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.
- (d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written

certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements."

Add the following to Section 1040 of the Standard Specifications:

"1040.08 Polypropylene (PP) Pipe. Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal."

80325

## PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

80328

### RETROREFLECTIVE SHEETING FOR HIGHWAY SIGNS (BDE)

Effective: November 1, 2014

Revise the first sentence of the first paragraph of Article 1091.03(a)(3) of the Standard Specifications to read:

"When tested according to ASTM E 810, with averaging, the sheeting shall have a minimum coefficient of retroreflection as show in the following tables."

Replace the Tables for Type AA sheeting, Type AP sheeting, Type AZ sheeting and Type ZZ sheeting in Article 1091.03(a)(3) with the following.

### Type AA Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

	турс	701 (710010	ge or o an	a oo acgic	o rotationy		
Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FO
0.2	-4	800	600	120	80	40	200
0.2	+30	400	300	60	35	20	100
0.5	-4	200	150	30	20	10	75
0.5	+30	100	75	15	10	5	35

# Type AA (Average of 0 and 90 degree rotation)

iype.	AA (45 deg	ree rotatior	<u>1)</u>
Observation	Entrance		
Angle	Angle	Yellow	FO
(deg.)	(deg.)		
0.2	-4	500	165
0.2	+30	115	40
0.5	-4	140	65
0.5	+30	60	30

# Type AA (45 degree rotation)

## Type AP Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	Brown	FO
0.2	-4	500	380	75	55	35	25	150
0.2	+30	180	135	30	20	15	10	55
0.5	-4	300	225	50	30	20	15	90
0.5	+30	90	70	15	10	7.5	5	30

# Type AP (Average of 0 and 90 degree rotation)

## Type AZ Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

## Type AZ (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY
0.2	-4	375	280	75	45	25	300	230
0.2	+30	235	170	40	25	15	190	150
0.5	-4	245	180	50	30	20	200	155
0.5	+30	135	100	25	15	10	100	75
1.0	-4	50	37.5	8.5	5	2	45	25
1.0	+30	22.5	20	5	3	1	25	12.5

## Type ZZ Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type ZZ (Average of 0 and 90 degree rotation)	T	/pe ZZ	(Average	of 0 and	90 degree	rotation)
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Observation	Entrance								
Angle	Angle	White	Yellow	Red	Green	Blue	FYG	FY	FO
(deg.)	(deg.)								
0.2	-4	570	425	90	60	30	460	340	170
0.2	+30	190	140	35	20	10	150	110	65
0.5	-4	400	300	60	40	20	320	240	120
0.5	+30	130	95	20	15	7	100	80	45
1.0	-4	115	90	17	12	5	95	70	35
1.0	+30	45	35	7	5	2	35	25	15

### **REINFORCEMENT BARS (BDE)**

### Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

"508.05 Placing and Securing. All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted or precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum "Quality Control / Quality Assurance Program for Precast Concrete Products", and for precast prestressed concrete products as indicated in the Department's current "Manual for Fabrication of Precast Prestressed Concrete Products". Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage."

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

"Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer."

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

"Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed."

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

"In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns)."

Revise Article 1042.03(d) of the Standard Specifications to read:

"(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within ±1/4 in. (±6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site."

80327

**TRAINING SPECIAL PROVISIONS (BDE)** This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1 (one). In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

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

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

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

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

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

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

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

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

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

<u>METHOD OF MEASUREMENT</u> The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

20338

## WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: November 1, 2014

<u>Description</u>. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(13) Equipment for Warm Mix Technologies.

a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

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b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

## Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

- "(e) Warm Mix Technologies.
  - (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
  - (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

# Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

### Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288

## WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

# THREE SIDED PRECAST CONCRETE STRUCTURE

Effective: July 12, 1994 Revised: December 29, 2014

This work shall consist of furnishing and installing the three-sided precast concrete structure according to applicable portions of Sections 503 and 504 of the Standard Specifications. All three-sided precast concrete structures, precast headwalls, precast wingwalls and precast footings shall be produced according to the Department's latest Policy Memorandum "Quality Control/ Quality Assurance Program for Precast Products".

The three-sided concrete structure shall be designed according to the AASHTO LRFD Specifications, shown on the structure plans, and shall include the effects of unyielding foundation conditions for the sequence of construction anticipated.

The Contractor shall be responsible for diverting the water from the construction area using a method meeting the approval of the Engineer. The cost of diverting the water shall be considered as included in the contract unit price bid for the three sided structure being constructed and no additional compensation will be allowed.

For structures over water, 3 in. (75mm) diameter drain openings, spaced at 8 ft (2.4 m) centers, 2 ft (600 mm) above the flow line shall be provided according to Article 503.11.

All joints between segments shall be sealed according to Article 540.06. When the minimum fill over the structure, between the edges of the shoulders, is less than or equal to 3 ft. (1 m), the top joints between segments shall also be secured with a previously approved mechanical connection. The mechanical connection shall be used to connect a minimum length of 12 ft. (3.65 m) of exterior segments at each end of the structure. There shall be a minimum of 4 mechanical connections per joint with a maximum spacing of 10 ft. (3 m). All plates, shapes, and hardware shall be galvanized or stainless steel. If the design of the structure also requires grouted shear keys, the keyway shall be cast in the top slab of the segments and grouted according to Article 504.06(e).

Three sided precast concrete structures located in areas with a Seismic Zone greater than 1, as defined in the AASHTO LRFD Specifications Table 3.10.6-1, shall satisfy the following requirements:

- 1) The structure shall be connected to the footing/pedestal 2 ft. (600 mm) from the outermost exterior edge of the structure at all four corners with a galvanized rigid mechanical connection subject to the approval of the Engineer. This connection shall be located on the interior face of the segment to allow for future inspection.
- 2) All top joints of exterior segments within a length of 12 ft. (3.65 m) at each end of the structure, regardless of the fill cover, shall be mechanically connected as previously described. The mechanical connection is subject to the approval of the Engineer.

Shop drawings for three sided precast concrete structures shall be submitted according to Article 1042.03(b) and Article 105.04 of the Standard Specifications. The supplier selected by the Contractor shall submit complete design calculations and shop drawings, prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

The Department maintains a pre-qualified list of proprietary structural systems allowed for three sided structures. This list can be found on the Departments web site under Prequalified Structural Systems. The Contractor's options are limited to those systems pre-qualified by the Department. These systems have been reviewed for structural feasibility and adequacy only. Presence on this list shall in no case relieve the Contractor of the site specific design or QC/QA requirements stated herein.

The system chosen by the contractor shall provide a hydraulically equivalent waterway opening to that specified on the plans. Evidence of equivalency shall also be provided in writing to the Engineer for review and approval prior to ordering any materials.

When precast concrete substructure is specified, the Contractor may choose to substitute castin-place for precast headwalls, wingwalls and footings unless otherwise specified on the plans. No additional compensation for these substitutions will be allowed and the Contractor shall submit complete design calculations and shop drawings, prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

When Cast-in-place concrete substructure is specified, the Contractor may choose to substitute precast for cast-in-place headwalls, wingwalls and footings unless otherwise specified on the plans. No additional compensation for these substitutions will be allowed and the Contractor/supplier shall submit complete design calculations and shop, drawings prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

If a precast footing is used, it shall be built to the manufacturers specifications and the Contractor shall prepare a 6 in. (150 mm) thick layer of compacted granular material placed below the bottom of the footing. The porous granular material shall be gradation CA 7, CA 11, or CA 18 and shall be placed to extend at least 2 ft. (600 mm) beyond the limits of the precast footing. There shall be no additional compensation for the porous granular bedding material.

The excavation and backfill for three sided precast concrete structures shall be according to Section 502 of the Standard Specifications and any additional backfilling requirements based on the precast supplier's design. All construction inspection and material certification necessary to verify these additional backfilling requirements in the field shall be the responsibility of the supplier. The three-sided precast concrete structure shall be placed according to applicable requirements of Article 542.04(d) of the Standard Specifications. When multi-spans are used a 3 in. (75 mm) minimum space shall be left between adjacent sections. After the precast units are in place and the backfill has been placed to midheight on each exterior side of the barrel, the space between adjacent units shall be filled with Class SI concrete. The Class SI concrete shall be according to Section 1020, except the maximum size of the aggregate shall be 3/8 in. (9.5 mm).

<u>Method of Measurement</u>. Three sided precast concrete structures will be measured in feet (meters). The overall length shall be measured from out to out of headwalls along the centerline of each span of the structure. Class SI concrete placed between adjacent spans, grouted keyways or mechanical connections between precast units, and mechanical connections between the precast units and the substructure will not be measured for payment.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per foot (meter) for THREE SIDED PRECAST CONCRETE STRUCTURES of the size specified. Rock excavation will be paid for separately according to Article 502.13 of the Standard Specifications.

The cost of specified cast-in-place headwalls, wingwalls and footings will not be included in this item but will be paid for separately.

When precast footings, wingwalls and headwalls are specified, this work will be paid for at the lump sum price for PRECAST CONCRETE SUBSTRUCTURE.

## PIPE UNDERDRAINS FOR STRUCTURES Effective: May 17, 2000 Revised: January 22, 2010

<u>Description</u>. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

<u>Construction Requirements.</u> All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

<u>Method of Measurement.</u> Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

COFFERDAMS Effective: October 15, 2011

Replace Article 502.06 with the following.

**502.06 Cofferdams.** A Cofferdam shall be defined as a temporary structure, consisting of engineered components, designed to isolate the work area from water to enable construction under dry conditions based on either the Estimated Water Surface Elevation (EWSE) or Cofferdam Design Water Elevation (CDWE) shown on the contract plans as specified below. When cofferdams are not specified in the contract documents and conditions are encountered where the excavation for the structure cannot be kept free of water for prosecuting the work by pumping and/or diverting water, the Contractor, with the written permission of the Engineer, will be permitted to construct a cofferdam.

The Contractor shall submit a cofferdam plan for each cofferdam to the Engineer for approval prior to the start of construction. Cofferdams shall not be installed or removed without the Engineer's approval. Work shall not be performed in flowing water except for the installation and removal of the cofferdam. The cofferdam plan shall address the following:

- (a) Cofferdam (Type 1). The Contractor shall submit a cofferdam plan which addresses the proposed methods of construction and removal; the construction sequence including staging; dewatering methods; erosion and sediment control measures; disposal of excavated material; effluent water control measures; backfilling; and the best management practices to prevent reintroduction of excavated material into the aquatic environment. The design and method of construction shall provide, within the measurement limits specified in Article 502.12, necessary clearance for forms, inspection of exterior of the forms, pumping, and protection of fresh concrete from water. For Type 1 cofferdams, it is anticipated the design will be based on the EWSE shown on the contract plans. The Contractor shall assume all liability, financial or otherwise for a Type 1 cofferdam designed for an elevation lower than the EWSE.
- (b) Cofferdam (Type 2). In addition to the requirements of Article 502.06(a), the Contractor's submittal shall include detailed drawings and design calculations, prepared and sealed by an Illinois Licensed Structural Engineer. For Type 2 cofferdams it is anticipated the design will be based on the CDWE shown on the contract plans. The Contractor shall assume all liability, financial or otherwise for a Type 2 cofferdam designed for an elevation lower than the CDWE.
- (c) Seal Coat. The seal coat concrete, when shown on the plans, is based on design assumptions in order to establish an estimated quantity. When seal coat is indeed utilized, it shall be considered an integral part of the overall cofferdam system and, therefore, its design shall be included in the overall cofferdam design submittal. If a seal coat was not specified but determined to be necessary, it shall be added to the contract by written permission of the Engineer. The seal coat concrete shall be constructed according to Article

503.14. After the excavation within the cofferdam has been completed and the piles have been driven (if applicable), and prior to placing the seal coat, the elevation of the bottom of the proposed seal coat shall be verified by soundings. The equipment and methods used to conduct the soundings shall meet the approval of the Engineer. Any material within the cofferdam above the approved bottom of the seal coat elevation shall be removed.

No component of the cofferdam shall extend into the substructure concrete or remain in place without written permission of the Engineer. Removal shall be according to the previously approved procedure. Unless otherwise approved in writing by the Engineer, all components of the cofferdam shall be removed.

Revise the first paragraph of 502.12(b) to read as follows.

(b) Measured Quantities. Structure excavation, when specified, will be measured for payment in its original position and the volume computed in cubic yards (cubic meters). Horizontal dimensions will not extend beyond vertical planes 2 ft (600 mm) outside of the edges of footings of bridges, walls, and corrugated steel plate arches. The vertical dimension for structure excavation will be the average depth from the surface of the material to be excavated to the bottom of the footing as shown on the plans or ordered in writing by the Engineer. The volume of any unstable and/or unsuitable material removed within the structure excavation will be measured for payment in cubic yards (cubic meters).

Revise the last paragraph of 502.12(b) to read as follows.

Cofferdam excavation will be measured for payment in cubic yards (cubic meters) in its original position within the cofferdam. Unless otherwise shown on the plans, the horizontal dimensions used in computing the volume will not extend beyond vertical planes 2 ft (600 mm) outside of the edges of the substructure footings or 4 ft (1.2 m) outside of the faces of the substructure stem wall, whichever is greater. The vertical dimensions will be the average depth from the surface of the material to be excavated to the elevation shown on the plans for bottom of the footing, stem wall, or seal coat, or as otherwise determined by the Engineer as the bottom of the excavation.

Revise the first sentence of the sixth paragraph of 502.13 to read as follows.

Cofferdams, when specified, will be paid for at the contract unit price per each for COFFERDAM (TYPE 1) or COFFERDAM (TYPE 2), at the locations specified.

## **GRANULAR BACKFILL FOR STRUCTURES**

Effective: April 19, 2012 Revised: October 30, 2012

Revise Section 586 of the Standard Specifications to read:

# SECTION 586. GRANULAR BACKFILL FOR STRUCTURES

**586.01 Description.** This work shall consist of furnishing, transporting and placing granular backfill for abutment structures.

586.02 Materials. Materials shall be according to the following.

ltem	Article/Section
(a) Fine Aggregate	
(b) Coarse Aggregates	

# CONSTRUCTION REQUIREMENTS

**586.03 General.** This work shall be done according to Article 502.10 except as modified below. The backfill volume shall be backfilled, with granular material as specified in Article 586.02, to the required elevation as shown in the contract plans. The backfill volume shall be placed in convenient lifts for the full width to be backfilled. Unless otherwise specified in the contract plans, mechanical compaction will not be required. A deposit of gravel or crushed stone placed behind drain holes shall not be required. All drains not covered by geocomposite wall drains or other devices to prevent loss of backfill material shall be covered by sufficient filter fabric material meeting the requirements of Section 1080 and Section 282 with either 6 or 8 oz/sq yd (200 or 270 g/sq m) material allowed, with free edges overlapping the drain hole by at least 12 in. (300 mm) in all directions.

The granular backfill shall be brought to the finished grade as shown in the contract plans. When concrete is to be cast on top of the granular backfill, the Contractor, subject to approval of the Engineer, may prepare the top surface of the fill to receive the concrete as he/she deems necessary for satisfactory placement at no additional cost to the Department.

586.04 Method of Measurement. This work will be measured for payment as follows.

- (a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a).
- (b) Measured Quantities. This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be determined by the method of average end areas behind the abutment.

**586.05 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for GRANULAR BACKFILL FOR STRUCTURES.

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#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### **II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or onthe-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3.** Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

 $\ensuremath{\text{(ii)}}$  The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(1) The contractor shall submit weekly for each week in which b. any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose Wage and Hour Division Web from the site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5.** Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8.** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<u>https://www.epls.gov/</u>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

# 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<u>https://www.epls.gov/</u>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.