

# 87

**Letting March 10, 2023**

## **Notice to Bidders, Specifications and Proposal**



**Contract No. 61J31  
DUPAGE County  
Section 21-00068-00-RS (Lisle)  
Various Routes  
Project NU7Z-619 ()  
District 1 Construction Funds**

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. March 10, 2023 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 61J31  
DUPAGE County  
Section 21-00068-00-RS (Lisle)  
Project NU7Z-619 ()  
Various Routes  
District 1 Construction Funds**

**HMA removal and resurfacing, Sidewalk ADA ramp upgrades, curb & gutter, and pavement markings along various routes in Lisle.**

- 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 re-advertise the proposed improvement, and to waive technicalities.

By Order of the  
Illinois Department of Transportation

Omer Osman,  
Secretary

**CONTRACT 61J31**

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

Adopted January 1, 2023

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 1-1-22) (Revised 1-1-23)

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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 Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274	65	<input checked="" type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192		<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	
80173		<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426		<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436	68	<input checked="" type="checkbox"/> Blended Finely Divided Minerals	April 1, 2021	
80241		<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
50531		<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
50261		<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80384	69	<input checked="" type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
80198		<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
80199		<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80261	73	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434		<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	76	<input checked="" type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
80229		<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
* 80447		<input type="checkbox"/> Grading and Shaping Ditches	Jan 1, 2023	
80433		<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80443		<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
80446	86	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2022	
80438		<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80045		<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
* 80441	87	<input checked="" type="checkbox"/> Performance Graded Asphalt Binder	Jan 1, 2023	
34261		<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80445		<input type="checkbox"/> Seeding	Nov. 1, 2022	
* 80448	92	<input checked="" type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
80340		<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127		<input type="checkbox"/> Steel Cost Adjustment	April 2, 2014	Jan. 1, 2022
80397	93	<input checked="" type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	94	<input checked="" type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	95	<input checked="" type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
* 80435		<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
80410		<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
20338	97	<input checked="" type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429		<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	100	<input checked="" type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80440		<input type="checkbox"/> Waterproofing Membrane System	Nov. 1, 2021	
80302	101	<input checked="" type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427	102	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	104	<input checked="" type="checkbox"/> Working Days	Jan. 1, 2002	

**STATE OF ILLINOIS**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, Adopted January 1, 2022, (herein after called “the Standard Specifications”) the latest edition of the “Manual on 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, Ohio Street – Ohio Court – Short Street Resurfacing Project, in the Village of Lisle, DuPage County; Section Number: 21-00068-00-RS and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

**CONTRACT NO. 61J31**

**PROJECT LOCATION**

The project is located in DuPage County, Illinois in the Village of Lisle. The project extends along the corridors of Ohio Street, Ohio Court, and Short Street. For the project limits, Ohio Street runs from Yackley Avenue to Ohio Court, Ohio Court runs from Ohio Street to Short Street, and Short Street runs from Ohio Court to Lincoln Avenue (IL Route 53). The gross length of the project is 4,169 feet (0.79 miles). The omitted section of SN 022-6649 is 160 feet in length, making the net length of the project 4,009 feet (0.76 miles).

**PROJECT DESCRIPTION**

The work consists of existing roadway surface removal, HMA surface placement, sidewalk curb ramp upgrades, intermittent combination curb and gutter removal and replacement, mobilization, traffic control, pavement markings, reflective pavement marker removal and replacement, construction layout, and all incidental and collateral work necessary to complete the project as shown on the plans and described herein.

**PERMITS, PERMIT BONDS, AND LICENSES**

The successful Bidder shall obtain, at their own expense, all permits and licenses that may be required to complete the contract, and/or required by municipal, State, and Federal regulations and laws.

The successful Bidder will be given copies of all available approvals, licenses, and easements, and shall be obligated to observe all conditions of the approvals and licenses as issues.



## **MAINTENANCE OF ROADWAYS (D1)**

Effective: September 30, 1985

Revised: November 1, 1996

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

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

## **TRAFFIC CONTROL PLAN (D1)**

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

### STANDARDS:

701006-05, 701301-04, 701311-03, 701501-06, 701701-10, 701801-06, 701901-08

### DETAILS:

- Traffic Control and Protection for Side Roads, Intersections, and Driveways (TC-10)
- Typical Applications Raised Reflective Pavement Markers (Snow-Plow Resistant) (TC-11)
- District One Typical Pavement Markings (TC-13)
- Short Term Pavement Marking Letters and Symbols (TC-16)
- Arterial Road Information Sign (TC-22)

### SPECIAL PROVISIONS:

- Work Zone Traffic Control Surveillance (LRS 3)
- Reflective Crack Control Treatment (LRS 19)
- Maintenance of Roadways (D1)
- Public Convenience and Safety (D1)
- Temporary Information Signing
- Drainage and Inlet Protection Under Traffic (D1)
- Vehicle and Equipment Warning Lights (BDE)
- Work Zone Traffic Control Devices (BDE)

- Keeping Arterial Roadways Open to Traffic (Lane Closures Only)

**KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)**

Effective: January 22, 2003

Revised: August 10, 2017

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards, and the District Details.

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Engineer seventy-two (72) hours in advance of all long-term (24 hrs. or longer) lane closures.

Arterial lane closures not shown in the staging plans will not be permitted during **peak traffic volume hours**.

Peak traffic volume hours are defined as weekdays (Monday through Friday) from **6:00 AM to 8:30 AM and 4:30 PM to 6:00 PM**.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at locations approved by the Engineer in accordance with Articles 701.08 and 701.11 of the Standard Specifications.

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = **\$ 1,000**

Two lanes blocked = **\$ 2,500**

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

**STATUS OF UTILITIES (D1)**

Effective: June 1, 2016

Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

There are no utility conflicts to be resolved.

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

<b>Agency/Company Responsible to Resolve Conflict</b>	<b>Name of contact</b>	<b>Phone</b>	<b>E-mail address</b>
AT&T			<a href="mailto:G11629@ATT.com">G11629@ATT.com</a>
ComEd	Mackenzie Costanzo	630-396-8225	<a href="mailto:IllinoisDamage@usicllc.com">IllinoisDamage@usicllc.com</a>
Comcast	Reena Thomas	224-229-5862	<a href="mailto:Reena_Thomas@comcast.com">Reena_Thomas@comcast.com</a>
DuPage DOT	Jeremy Lee	630-514-0492	<a href="mailto:Jeremy.Lee@dupageco.org">Jeremy.Lee@dupageco.org</a>
DuPage Public Works	Genevieve Polewski	630-407-6809	<a href="mailto:Genevieve.Polewski@dupageco.org">Genevieve.Polewski@dupageco.org</a>
Downers Grove Sanitary District	Keith Shaffner	630-969-0664	<a href="mailto:kshaffner@dgsd.org">kshaffner@dgsd.org</a>
Nicor	Sakibul Forah	630-388-2903	<a href="mailto:sforah@southernco.com">sforah@southernco.com</a>
MCI	Investigations Team	000-000-0000	<a href="mailto:investigations@verizon.com">investigations@verizon.com</a>
Village of Lisle	Adam Hall	630-271-4172	<a href="mailto:ahall@villageoflisle.org">ahall@villageoflisle.org</a>

**UTILITIES TO BE WATCHED AND PROTECTED**

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

NO UTILITIES REQUIRE EXTRA CONSIDERATION.

<b>Agency/Company Responsible to Resolve Conflict</b>	<b>Name of contact</b>	<b>Phone</b>	<b>E-mail address</b>
AT&T			<a href="mailto:G11629@ATT.com">G11629@ATT.com</a>
ComEd	Mackenzie Costanzo	630-396-8225	<a href="mailto:IllinoisDamage@usicllc.com">IllinoisDamage@usicllc.com</a>
Comcast	Reena Thomas	224-229-5862	<a href="mailto:Reena_Thomas@comcast.com">Reena_Thomas@comcast.com</a>
DuPage DOT	Jeremy Lee	630-514-0492	<a href="mailto:Jeremy.Lee@dupageco.org">Jeremy.Lee@dupageco.org</a>
DuPage Public Works	Genevieve Polewski	630-407-6809	<a href="mailto:Genevieve.Polewski@dupageco.org">Genevieve.Polewski@dupageco.org</a>
Downers Grove Sanitary District	Keith Shaffner	630-969-0664	<a href="mailto:kshaffner@dgsd.org">kshaffner@dgsd.org</a>
Nicor	Sakibul Forah	630-388-2903	<a href="mailto:sforah@southernco.com">sforah@southernco.com</a>

MCI	Investigations Team	000-000-0000	<a href="mailto:investigations@verizon.com">investigations@verizon.com</a>
Village of Lisle	Adam Hall	630-271-4172	<a href="mailto:ahall@villageoflisle.org">ahall@villageoflisle.org</a>

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be taken into account in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided in the action column for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation dates must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies. The Department's contractor is responsible for contacting J.U.L.I.E. prior to any and all excavation work

**CONSTRUCTION LAYOUT SPECIAL FOR RESURFACING WITH ADA AND STAND ALONE ADA (D1)**

Effective: January 1, 2017

Revised: April 17, 2017

**Description.** This work shall consist of furnishing and placing construction layout stakes for the construction of ADA Ramps shown in the plans. The Contractor shall furnish and place stakes marking the locations and elevations of points indicated in the plans for ADA Ramp Construction.

The Contractor shall locate all reference points as shown on the plans and listed herein. Any additional control points required will be identified in the field by the Contractor and all field notes will be kept in the office of the Resident Engineer.

The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal and vertical controls necessary to secure a correct layout for the work.

Layout stakes shall be set to assure conformance to the ADA Ramp design shown on the plans and shall meet the approval of the Engineer.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades, and elevations of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset when any are damaged, lost, displaced, removed or otherwise obliterated.

**Responsibility of the Department.**

The Department will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. When the Contractor's work will tie into work that is being or will

be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.

Where the Contractor, in setting construction stakes, discovers discrepancies, the Department will check to determine their nature and make whatever revisions are necessary to the plans. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for according to Article 109.04 of the Standard Specifications.

The Department will be responsible for the accuracy of the initial reference points shown in the plans.

It is not the responsibility of the Department, except as provided herein, to check the correctness of the Contractor's stakes. Any apparent errors will be immediately called to the Contractor's attention and the Contractor will be required to make the necessary correction before the stakes are used for construction purposes. The Contractor shall provide the Engineer a copy of any field notes and layout diagrams produced during the course of the project.

Responsibility of the Contractor.

The Contractor shall establish from the given survey points and contract plan information, all the control points or reference points necessary to layout the ADA Ramp elements. The Contractor shall furnish and place the layout stakes. The Contractor shall notify the Engineer when the stakes are complete and available for review and approval by the Engineer at least 3 working days in advance of the actual construction.

Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Department at the completion of the project. All notes shall be neat, orderly, and in accepted form.

**Measurement and Payment.** This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT (SPECIAL).

**PUBLIC CONVENIENCE AND SAFETY (D1)**

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.”

## **TEMPORARY INFORMATION SIGNING**

Effective: November 13, 1996

Revised: January 29, 2020

### 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:

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Note 1)	1090
b.)	Sign Face (Note 2)	1091
c.)	Sign Legends	1091
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 3)	1090.02
Note 1.	The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.	
Note 2.	The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.	
Note 3.	The overlay panels shall be 0.08 inch (2 mm) thick.	

## GENERAL CONSTRUCTION REQUIREMENTS

### **Installation.**

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

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

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

### **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.

**TRAFFIC SIGNAL POST**

Effective: May 22, 2002

Revised: July 14, 2021

875.01TS

Revise Article 1077.01 (c) of the Standard Specifications to read:

- (c) Anchor Rods. The anchor rods shall be a minimum of 5/8 in. in diameter and 16 in. long and shall be according to Article 1006.09. The anchor rods shall be threaded approximately 6 in. at one end and have a bend at the other end. The first 12 in. at the threaded end shall be galvanized. One each galvanized nut and trapezoidal washer shall be furnished with each anchor rod. The washer shall be properly sized to fully engage and sit flush on all sides of the slot of the base plate.

Revise the first sentence of Article 1077.01 (d) of the Standard Specifications to read:

All posts shall be steel and bases shall be cast iron. All posts and bases shall be hot dipped galvanized according to AASHTO M 111. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with 851.01TS TRAFFIC SIGNAL PAINTING Special Provisions.

**HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)**

Effective: November 1, 2019

Revised: December 1, 2021

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 <sup>1/</sup>
	SMA 12.5 <sup>2/</sup>	CA 13 <sup>4/</sup> , CA 14, or CA 16
	SMA 9.5 <sup>2/</sup>	CA 13 <sup>3/4/</sup> or CA 16 <sup>3/</sup>
	IL-9.5	CA 16, CM 13 <sup>4/</sup>
	IL-9.5FG	CA 16

HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	IL-9.5L	CA 16

- 1/ CA 16 or CA 13 may be blended with the CA 11.
- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ 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 “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

“Item	Article/Section
(g) Performance Graded Asphalt Binder (Note 6)	1032
(h) Fibers (Note 2)	

Note 2. 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 6. 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 a SBS PG 76-22 for IL-4.75, except where modified herein..”

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



"MIXTURE COMPOSITION (% PASSING)" <sup>1/</sup>												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	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		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 <sup>6/</sup>	90	100
#8 (2.36 mm)	20	42	16	24 <sup>4/</sup>	16	32 <sup>4/</sup>	34 <sup>5/</sup>	52 <sup>2/</sup>	45	60 <sup>6/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 <sup>3/</sup>	7.5	9.5 <sup>3/</sup>	4.0	6.0	4.0	6.5	7.0	9.0 <sup>3/</sup>
#635 (20 μm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

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

6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing.”

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (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.

Mix Design	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75 <sup>1/</sup>		18.5			
SMA-12.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
SMA-9.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
IL-19.0L	13.5				
IL-9.5L	15.0				

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is  $\geq 2.760$ .
- 4/ Applies when specific gravity of coarse aggregate is  $< 2.760$ .
- 5/ 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”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Add after third sentence of Article 1030.09(b) to read:

“ If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA

document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 <sup>1/</sup>	V <sub>D</sub> , P, T <sub>B</sub> , 3W, O <sub>T</sub> , O <sub>B</sub>	V <sub>S</sub> , T <sub>B</sub> , T <sub>F</sub> , O <sub>T</sub>	As specified in Section 1030
IL-4.75 and SMA <sup>3/ 4/</sup>	T <sub>B</sub> , 3W, O <sub>T</sub>	T <sub>F</sub> , 3W	As specified in Section 1030
Mixtures on Bridge Decks <sup>2/</sup>	T <sub>B</sub>	T <sub>F</sub>	As specified in Articles 582.05 and 582.06.

"4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T<sub>B</sub>), and/or three-wheel (3W) rollers for breakdown, except one of the (T<sub>B</sub>) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T<sub>B</sub>) or (3W) rollers can be substituted for an oscillatory roller (O<sub>T</sub>). T<sub>F</sub> rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T<sub>B</sub> rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T<sub>B</sub> rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver."

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>."

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

"A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture

test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production.”

**HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D1)**

Effective: January 1, 2019  
 Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

“ During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing	
Mixture	Hamburg Wheel and I-FIT Testing <sup>1/ 2/</sup>
Binder	total of 3 - 160 mm tall bricks
Surface	total of 4 - 160 mm tall bricks

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing <sup>1/ 2/</sup>
Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.

2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

Revise the fourth paragraph of Article 1030.10 of the Standard Specifications to read:

“When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

Add the following to the end of Article 1030.10 of the Standard Specifications to read:

“Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

**FRICITION AGGREGATE (D1)**

Effective: January 1, 2011

Revised: December 1, 2021

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L  SMA Binder	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>

Use	Mixture	Aggregates Allowed
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone (other than Limestone) <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup>
		<u>Other Combinations Allowed:</u>
		<i>Up to...</i>   <i>With...</i>
		25% Limestone   Dolomite
		50% Limestone   Any Mixture D aggregate other than Dolomite
75% Limestone   Crushed Slag (ACBF) or Crushed Sandstone		
HMA High ESAL	E Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> : Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag  No Limestone.
		<u>Other Combinations Allowed:</u>
		<i>Up to...</i>   <i>With...</i>
		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

Use	Mixture	Aggregates Allowed	
		75% Crushed Gravel <sup>2/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<u>Up to...</u>	<u>With...</u>
		50% Crushed Gravel <sup>2/</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 (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume.”
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80.”

## ADJUSTMENTS AND RECONSTRUCTIONS (D1)

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

**“602.04 Concrete.** Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020.”

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course.

HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

**“603.05 Replacement of Existing Flexible Pavement.** After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

**“603.06 Replacement of Existing Rigid Pavement.** After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface.”

Revise the first sentence of Article 603.07 to read:

**“603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.”

**DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D1)**

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- “(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) ..... 1030
- “(j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)”



Revise Article 603.07 of the Standard Specifications to read:

**“603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting $\pm$ 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer’s specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03.”

**AVAILABLE REPORTS (D1 LR)**

Effective: July 1, 2021

- No project specific reports were prepared.

When applicable, the following checked reports and record information is available for Bidders’ reference upon request:

- Record structural plans
- Preliminary Site Investigation (PSI) (IDOT ROW)
- Preliminary Site Investigation (PSI) (Local ROW)
- Preliminary Environmental Site Assessment (PESA) (IDOT ROW)

- Preliminary Environmental Site Assessment (PESA) (Local ROW)
- Soils/Geotechnical Report
- Boring Logs
- Pavement Cores
- Location Drainage Study (LDS)
- Hydraulic Report
- Noise Analysis
- Other: LPC-663 CCDD Certification

For those seeking information about the project can request it from:

Kevin VanDeWoestyne, P.E., Project Manager  
 Thomas Engineering Group, LLC  
 kevinv@thomas-engineering.com  
 Phone No.: 847-815-9500

### **DIRT ON PAVEMENT OR STRUCTURES**

Add the following after the first paragraph of Article 107.15 of the Standard Specifications:

“All areas other than pavement shall be cleaned up as directed by the ENGINEER. The CONTRACTOR shall remove all refuse and unused material of any type and clean all areas disrupted from work. This shall include, but not limited to, restoring surface drainage in earthen areas to ensure acceptable surface water runoff.

### **TREE ROOT PRUNING**

Add the following after the first paragraph of Article 201.06 of the Standard Specifications:

“A copy of a letter of qualification shall be provided to the Engineer for inspection.”

Add the following after the second paragraph of Article 201.06 of the Standard Specifications:

“All cut roots exposed shall be cleared from the site and disposed of without any additional compensation for the work.”

### **SODDING, SALT TOLERANT**

Work shall be in accordance with Section 252 of the Standard Specifications, except that the sod shall be rolled to promote better soil contact prior to watering.

Add the following after the first paragraph of Article 252.01 of the Standard Specifications.

"All areas in that portion of the parkway adjacent to curb replacement sections, sidewalk replacement sections, sanitary or storm sewer replacement, or water main installations disturbed during construction shall be restored."

Add the following after the first paragraph of Article 252.03 of the Standard Specifications.

“In addition, the soil surface shall be free of weeds.”

Delete the fourth paragraph of Article 252.03 of the Standard Specifications

**Method of Measurement and Basis of Payment.** This work shall be paid for as SODDING, SALT TOLERANT PER square yard. Topsoil shall be paid for separately as TOPSOIL FURNISH AND PLACE, 4”.

### **SUPPLEMENTAL WATERING**

This work will include watering sod at the rates specified and as directed by the Engineer.

Schedule: Watering will only begin after the successful completion of all period of establishment requirements. Water sod a minimum of twice a week. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. **The Contractor shall give an approximate time window of when they will begin at the work location to the Engineer. The Engineer shall be present during the watering operation.** A minimum of 10 units of water per day must be applied until the work is complete.

Should the Contractor fail to complete the work on a timely basis or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department liquidated damages as outlined in the **“Failure to Complete Plant Care and Establishment Work on Time” special provision.**

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

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

Source of Water: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

Rate of Application: The normal rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

27 gallons per square yard for Sodded Areas

Method of Application: Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water flow beyond the periphery of the bed. Water shall slowly infiltrate into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

Method of Measurement: Supplemental watering will be measured in units of 1000 gallons of water applied as directed.

Basis of Payment: This work will be paid for at the contract unit price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

### **FAILURE TO COMPLETE PLANT CARE AND ESTABLISHMENT WORK ON TIME**

Should the Contractor fail to complete the plant care and/or supplemental watering work as per the standard specifications or within 24 hours notification from the Engineer, or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of:

- \$20.00 per sq yd sod/per day

not as penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

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

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

### **CLASS D PATCHES**

Work shall be in accordance to Section 442 of the Standard Specifications except for:

The cost of full-depth machine sawing shall be included in the unit price of this item and no additional compensation will be given for this work.

Revise the fourth paragraph of Article 442.05 of the Standard Specification to read:

"The unit cost of this item shall include the disposal of materials resulting from the removal of the existing pavement and unsuitable and unstable materials."

## **STIP REFLECTIVE CRACK CONTROL TREATMENT**

This work shall be performed in accordance with the details shown on the plans and LRS 19 of the Supplemental Specifications and Recurring Special Provisions with the following revisions:

Strip reflective crack control treatment shall be System Type B.

**Method of Measurement and Basis of Payment.** This item shall be paid for at the contract unit price per lineal foot for STRIP REFLECTIVE CRACK CONTROL TREATMENT

## **SAW CUT JOINTS**

**Description.** When portions of existing pavement and appurtenances are to remain in place, provisions shall be made for satisfactory transitions between replacements and the portions remaining in place. A full depth, perpendicular, straight joint shall be sawn at the ends and all edges of portions to be removed. Any damage done to the existing pavement or appurtenance to remain in place shall be repaired or removed and replaced as directed by the Engineer.

Work shall be in accordance to Section 440 of the Standard Specifications except for:

Add the following after the first paragraph of Article 440.07 (b) of the Standard Specifications.

The cost of full-depth machine sawing shall be included in the unit price of this item and no additional compensation will be given for this work.

## **SECTION 602, 603 AND 604 – ADJUSTING FRAMES AND GRATES OF DRAINAGE AND UTILITY STRUCTURES AND FRAMES, GRATES, AND MEDIAN INLETS**

Work shall be in accordance with Sections 602, 603, and 604 except for:

Add the following to Article 603.02 and 604.02:

**Materials.** All frames and lids to be furnished for construction, adjustment or reconstruction of any manhole, catch basin, inlet, valve vault or meter vault shall have cast into the lid “VILLAGE OF LISLE” and “STORM”, “SANITARY”, or “WATER” of the type specified or “FISH” symbol directly on the curb back for curb inlet frames.

## **TACTILE/DETECTABLE WARNING SURFACE**

**Description.** Detectable Warnings shall meet the requirements of Section 424 of the Standard Specifications for Road and Bridge Construction with the following revisions and additions:

**Materials.** Detectable warnings shall consist of a surface of truncated domes meeting the requirements of the ADAAG. The color of the detectable warnings shall be Federal Standard color 30166 in order to meet ADAAG requirements. The Contractor shall receive the Engineer’s approval of materials and color prior to installing the detectable warnings.

**Basis of Payment.** Detectable warnings will be paid for at the contract unit price per square foot for TACTILE/DETECTABLE WARNING SURFACE.

## **RADAR SPEED SIGN**

**Description.** This work shall consist of furnishing, installing and programming radar speed sign(s) with integrated 30W solar kit at locations and of the type specified in the plans and/or as directed by the Engineer.

**Installation.** The Contractor shall supply new hardware and accessories as needed for installation of the radar speed sign(s) and integrated solar kit. Radar speed sign(s) shall be mounted on traffic signal post(s), galvanized steel, of the length specified in the plans or as directed by the Engineer and comply with all manufacturer's specifications for installation. The traffic signal post shall be mounted on a Type A concrete foundation. The cost for the traffic signal post and Type A concrete foundation shall not be included in the cost for the RADAR SPEED SIGN but shall be paid separately.

**Materials.** The radar speed sign chase shall have the approximate dimensions of 30 inches x 24 inches x 6 inches and maximum weight of 15 pounds (without batteries), composed of a minimum of 12-gauge aluminum, weatherproof, ventilated; and NEMA 4X-12, IP65 level compliant. Mounting hardware shall include a tamper proof design, preventing unauthorized removal of the sign.

Speed display shall have a minimum height of 12-inches and minimum width of 21.8-inches. Display digits shall have a minimum of 224 LEDs, and display speeds in miles or kilometers per hour. The speed display shall operate within the temperatures of -40°(F)/-40°(C) to 185°(F)/85°(C). An ambient light sensor capable of automatic brightness adjustment. A speed violation strobe shall not be included. Display settings shall include the following:

- 24/7 365-day unlimited programming and scheduling
- On/Off modes (speeds shall not be displayed but data shall still be collected in Off mode)
- Minimum/Maximum speeds
- Digit flash speed threshold (digits flash above a selected speed)

The sign face shall include legend/text: "YOUR SPEED" located above the speed display on yellow, high intensity, prismatic reflective, type ZZ background sign sheeting.

The radar system shall be a Doppler radar system internal to the sign chase with a maximum radio frequency of 5 Mw. The radar shall detect vehicles up to a distance of 800 feet.

Communications be encrypted and accessible wirelessly through Bluetooth and WiFi.

The Radar Speed Sign shall collect and report data as follows:

- Traffic data collected and stored by location
- Capture of baseline traffic data with speed display mode off
- Downloadable thorough wireless connection
- Statistical reporting and charts:
  - Summary reports
  - Weekly reports
  - Custom reports and charts

- Average vehicle counts
- Total vehicle counts
- Total number of speed violations
- Other features:
  - Minimum and maximum
  - 85th percentile speed
  - 10 MPH Pace speed
  - 5 mph bin categorization
  - Reports printable directly or exportable into CVS, MS Excel, Adobe Acrobat PDF and HTML formats
  - Charts printable directly or exportable into Adobe Acrobat PDF and picture formats

The radar speed sign shall be powered by 30 Watt, 12VDC solar power.

**Basis of Payment.** This work will be paid for at the contract unit price per each for RADAR SPEED SIGN.

**TEMPORARY ACCESS (COMMERCIAL ENTRANCE)**

**Description.** This work shall consist of furnishing and constructing temporary aggregate driveways to maintain ingress and egress to all abutting properties during construction operations.

**Materials.** The aggregate material shall be limited to crushed gravel, crushed stone or crushed concrete.

**Construction Requirements.** Each temporary access shall be constructed to dimensions determined by the Engineer. After the temporary aggregate access has served its purpose, the aggregate shall be removed. Suitable aggregate may be utilized for another purpose, such as embankment construction or driveway apron construction, with the approval of the Engineer. Aggregate not reused, shall be removed and disposed of outside the right-of-way according to Article 202.03 of the Standard Specifications.

**Method of Measurement and Basis of Payment.** This work shall be measured and paid at the contract unit price per each as TEMPORARY ACCESS (COMMERCIAL ENTRANCE), and shall include all materials, labor, and equipment necessary to perform the work as herein specified.

**PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH, SPECIAL**

**Description.** Work under this item shall be performed according to Section 423 of the IDOT Standard Specifications for Road and Bridge Construction, except as modified herein.

**Materials.** The mix shall be designed as high early strength Class SI concrete. High early strength concrete shall achieve a minimum compressive strength of 3,500 psi within 3 days of placement.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH, SPECIAL

### **PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH, SPECIAL**

**Description.** Work under this item shall be performed according to Section 424 of the IDOT Standard Specifications for Road and Bridge Construction, except as modified herein.

**Materials.** The mix shall be designed as high early strength Class SI concrete. High early strength concrete shall achieve a minimum compressive strength of 3,500 psi within 3 days of placement.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH, SPECIAL

### **SIDEWALK REMOVAL (SPECIAL)**

**Description.** This work consists of furnishing equipment, labor, tools and materials necessary for the removal and satisfactory disposal of the existing PCC sidewalk or HMA shared-use path pavement, existing detectable warnings, and any earth excavation required, in accordance with the applicable requirements of Section 440 of the Standard Specifications for Road and Bridge Construction except as follows:

This item shall include complete removal of the existing PCC sidewalk or HMA pavement, detectable warnings, sub-base, subgrade, and earth excavation to the proposed subgrade elevation and horizontal limits of the proposed Portland Cement Concrete Sidewalk shown in the Plans. Excavation will not be paid for separately but shall be included in the cost of SIDEWALK REMOVAL (SPECIAL). Portland Cement Concrete Sidewalk and aggregate base course shall be paid for separately as PORTLAND CEMENT CONCRETE SIDEWALK, of the depth specified according to these Special Provisions.

**Method of Measurement and Basis of Payment.** This item shall be paid for at the contract unit price per square foot for SIDEWALK REMOVAL (SPECIAL). This cost shall include removal and disposal of the existing asphalt pavement composition, detectable warnings, sub-base, subgrade materials, and excavation to the final subgrade elevation required to construct the proposed Portland Cement Concrete Sidewalk.

### **FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)**

This work shall consist of the adjustment of inlets, catch basins, valve vaults, and manholes at those locations as directed by the Engineer in the field. This work shall be completed in accordance with the applicable portions of Section 602, 603, and 604 of the Standard Specifications as well as the District One Standard Detail "Details for Frames and Lids Adjustment with Milling" (BD600-03 (BD-8)).

The existing pavement around each structure to be adjusted or reconstructed shall be removed by a straight, saw-cut joint.



All structures requiring frame and lid adjustment shall also be cleaned in accordance with Article 602.15. Any trench backfill necessary to fill in the area around the adjusted structure will not be paid for separately but considered included in the cost of the structure being adjusted or reconstructed.

External Manhole Chimney Seals shall be installed at all Sanitary Manholes to be Adjusted. Chimney seals shall consist of a rubber sleeve, compression band and extension skirt. Rubber sleeve shall be high grade rubber compound conforming to ASTM C293 with a hardness of 45 plus or minus 5. Compression bands shall be 16-gauge Type 304 stainless steel with a minimum width of 1 inch. Extension skirt shall be fiberglass reinforced PVC, impervious to tear and puncture, with a minimum weight of 12 ounces per square yard. The cost and installation of the External Manhole Chimney Seal shall be incidental to the sanitary manhole adjustment.

After adjustment or reconstruction is completed the pavement around the structure shall be replaced Class PP-1 concrete. The leveling binder or concrete will be placed on a compacted, prepared subgrade, and the thickness shall match the existing conditions. The pavement being replaced will not be paid for separately but considered included in the cost of the structure being adjusted or reconstructed.

The work will be paid for at the contract unit price per EACH for FRAMES AND LIDS TO BE ADJUSTED (SPECIAL) which price shall include all material and equipment to perform the work specified above.

### **COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)**

**Description.** Work under this item shall be performed according to Section 606 of the IDOT Standard Specifications for Road and Bridge Construction, except as modified herein.

**Materials.** WHEN COMBINATION CONCRETE CURB AND GUTTER CROSSES THE ENTRANCE TO A DRIVEWAY, the mix shall be designed as high early strength Class SI concrete. High early strength concrete shall achieve a minimum compressive strength of 3,500 psi within 3 days of placement. At all other combination concrete curb and gutter locations, the concrete shall meet standard specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)

### **HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 10"**

**Description.** This work shall consist of furnishing, placing and compacting hot-mix asphalt driveway pavement at locations shown on the plans and as directed by the Engineer.

This work shall conform to the applicable Sections of Articles 355 and 406 of the Standard Specifications and District Detail BD-01.

Commercial driveways shall be constructed to a nominal thickness of 10 inches, which shall consist of a minimum 2-inch-thick surface course (HMA Surface Course, Mix "D", N50) with the balance constructed using Hot-Mix Asphalt Binder Course (HMA Base Course, 8"). Aggregate

and bituminous material prime coats shall be applied according to Article 406 and as directed by the Engineer. SUBBASE GRANULAR MATERIAL, TYPE B 4" shall be installed prior to placement of the Hot-Mix Asphalt Driveway Pavement.

**Method of Measurement.** Hot-Mix Asphalt Driveway Pavement will be measured in place and the area computed in square yards. The pavement materials and aggregate and bituminous material prime coats will not be measured for payment separately but shall be considered included in payment for Hot-Mix Asphalt Driveway Pavement. SUBBASE GRANULAR MATERIAL, TYPE B 4" shall be paid for separately.

**Basis of Payment.** The work will be paid at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 10", which price shall be full payment for all materials, labor, and equipment necessary to construction of the driveways or parking lot.

#### **IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION**

Effective: August 1, 2012      Revised: February 2, 2017

In addition to the Contractor's equal employment opportunity (EEO) affirmative action efforts undertaken as required by this Contract, the Contractor is encouraged to participate in the incentive program described below to provide additional on-the-job training to certified graduates of the IDOT pre-apprenticeship training program, as outlined in this Special Provision.

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

No payment will be made to the Contractor if the Contractor or subcontractor fails to provide the required on-site training to TPG trainees, as solely determined by IDOT. A TPG trainee must begin training on the project as soon as the start of work that utilizes the relevant trade skill and the TPG trainee must remain on the project site through completion of the Contract, so long as

training opportunities continue to exist in the relevant work classification. Should a TPG trainee's employment end in advance of the completion of the Contract, the Contractor must promptly notify the IDOT District EEO Officer for the Contract that the TPG's involvement in the Contract has ended. The Contractor must supply a written report for the reason the TPG trainee involvement terminated, the hours completed by the TPG trainee on 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 separated TPG trainee.

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

**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 each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is   1  .

The Department has contracted with several educational institutions to provide screening, tutoring and pre-training to individuals interested in working as a TPG trainee in various areas of common construction trade work. Only individuals who have successfully completed a Pre-Apprenticeship Training Program at these IDOT approved institutions are eligible to be TPG trainees. To obtain a list of institutions that can connect the Contractor with eligible TPG trainees, the Contractor may contact: HCCTP TPG Program Coordinator, Office of Business and Workforce Diversity (IDOT OBWD), Room 319, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. Prior to commencing construction with the utilization of a TPG trainee, the Contractor must submit documentation to the IDOT District EEO Officer for the Contract that provides the names and contact information of the TPG trainee(s) to be trained in each selected work classification, proof that that the TPG trainee(s) has successfully completed a Pre-Apprenticeship Training Program, proof that the TPG is in an Apprenticeship Training Program approved by the U.S. Department of Labor Bureau of Apprenticeship Training, and the start date for training in each of the applicable work classifications.

To receive payment, the Contractor must provide training opportunities aimed at developing a full journeyworker in the type of trade or job classification involved. During the course of performance of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contractor must also include this Special Provision in any subcontract where payment for contracted work performed by a TPG trainee will be passed on to a subcontractor.

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

Notwithstanding the on-the-job training requirement of this TPG Special Provision, some minimal off-site training is permissible as long as the offsite training is an integral part of the work of the contract, and does not compromise or conflict with the required on-site training that is central to the purpose of the Program. No individual may be employed as a TPG trainee in any work classification in which he/she has previously successfully completed a training program leading to journeyman status in any trade, or in which he/she has worked at a journeyman level or higher.

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 Lisle

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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

**LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA**

Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

**“1030.06 Quality Management Program.** The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
<input checked="" type="checkbox"/>	Cores
<input type="checkbox"/>	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document “Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method”.

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies.”

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document “Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples” to read:

“Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label.”



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## 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 Ill. 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 Ill. 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: Ohio St, Ohio Ct, Short St Resurfacing Project Office Phone Number, if available: \_\_\_\_\_

Physical Site Location (address, including number and street):

Ohio Street, Ohio Court, and Short Street. See attached Summary Report.

City: Lisle State: IL Zip Code: 60532

County: DuPage Township: \_\_\_\_\_

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.79215 Longitude: -88.08365

(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

GPS  Map Interpolation  Photo Interpolation  Survey  Other

IEPA Site Number(s), if assigned: BOL: \_\_\_\_\_ BOW: \_\_\_\_\_ BOA: \_\_\_\_\_

Approximate Start Date (mm/dd/yyyy): \_\_\_\_\_ Approximate End Date (mm/dd/yyyy): \_\_\_\_\_

Estimated Volume of debris (cu. Yd.): \_\_\_\_\_

### II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Lisle

Street Address: 925 Burlington Avenue

PO Box: \_\_\_\_\_

City: Lisle State: IL

Zip Code: 60532 Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

Email, if available: \_\_\_\_\_

Site Operator

Name: Thomas Engineering Group, LLC

Street Address: 762 Shoreline Drive, Suite 200

PO Box: \_\_\_\_\_

City: Aurora State: IL

Zip Code: 60504 Phone: 847.815.9500

Contact: Kevin C. Vandewoestyne

Email, if available: kevin@thomas-engineering.com

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 Management Center.



Uncontaminated Soil 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):

Refer to attached Summary Letter.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. 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 Ill. Adm. Code 1100.201 (g), 1100.205(a), 1100.610]:

Refer to attached Appendices

**IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist**

I, Michelle A. Lipinski, 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 Ill. 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: Rubino Engineering, Inc.  
Street Address: 425 Shepard Drive  
City: Elgin State: IL Zip Code: 60123  
Phone: 847-931-1555

Michelle A. Lipinski, P.E.  
Printed Name:

Michelle Lipinski  
Licensed Professional Engineer or  
Licensed Professional Geologist Signature:

3/20/2022  
Date:





BLUFF CITY MATERIALS, INC

2252 SOUTHWIND BLVD  
BARTLETT, IL 60103

21 March 2022

Michelle Lipinski P.E.  
Rubino Engineering, Inc.  
425 Shepard Drive  
Elgin, IL 60123  
Phone: 847-931-1555 ext 12  
Cell: 708-214-2425  
Via Email: [michelle.lipinski@rubinoeng.com](mailto:michelle.lipinski@rubinoeng.com)

Re: Letter of Acceptance  
Ohio St./Ohio Ct./Short St. Resurfacing Project

Dear Ms. Lipinski:

Bluff City Materials has reviewed the Rubino Engineering LPC-663 and supporting documents for the projects located on Ohio St., Ohio Ct., and Short St. in Lisle, IL. Based on the project information provided in your LPC-663 certification, Bluff City Materials agrees to accept the CCDD specified/labeled material at our facilities located in Elgin and Lake in the Hills, IL.

Bluff City Materials is permitted by the IEPA to accept this material and our IEPA Permit number is CCDD2011-001-DE/OP. All loads entering the facility are inspected visually, with a photo ionization detector (PID) meter, and manifested from the source location. Our facilities comply with all local zoning codes and all applicable local, state and federal rules and regulations.

If you have any questions, please contact me at 630.497.8700 x 289.

Sincerely,

Andy Paxson  
Bluff City Materials  
Environmental Assessments



## ENVIRONMENTAL SUMMARY REPORT

March 20, 2022

To: Kevin C. Vandewoestyne  
Municipal Department Head  
Thomas Engineering Group, LLC  
762 Shoreline Drive, Suite 200  
Aurora, Illinois 60504  
P: 847.815.9500

Re: **CCDD Testing Summary Report**  
Ohio Street, Ohio court, Short Street  
Resurfacing Project  
Lisle, Illinois

Rubino Report No. G21.254

Via email: [kevinv@thomas-engineering.com](mailto:kevinv@thomas-engineering.com)

Dear Mr. Vandewoestyne,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following report to provide a summary of the CCDD testing for the above referenced project.

This report contains the following:

- *Summary of Environmental Database Review*
- *Summary of field and laboratory tests performed*
- *Summary of laboratory test results*
- *Illinois Environmental Protection Agencies LPC 663 Certificate*

### ENVIROMENTAL DATABASE REVIEW

The project site is located along Ohio Street, Ohio Court, and Short Street in Lisle, Illinois. A map of the project location can be found in **Appendix A.1**. Prior to a site investigation, an Environmental Database Review (EDR) was conducted and the report is included as **Appendix A.4**. After reviewing the EDR report, Rubino Engineering, Inc. found multiple records in close proximity to the project site.

Based on the fact the records were located in close proximity to the project site, the determination was made that sampling and testing of materials from the project site was necessary to consider 663 certification.

### Certification Limits

The LPC 663 Certification Limits include the following locations in Lisle, Illinois.

- **Ohio Street** from Yackley Avenue to Ohio Court
- **Ohio Court**
- **Short Street** from Ohio Court to Lincoln Avenue

## SOIL SAMPLING

On March 2, 2022, Rubino Engineering, Inc. mobilized to conduct a site investigation of material originally generated from the project site. The sampling locations can be found in **Appendix A.1**. Two (2) soil samples were collected to an approximate depth of 4 feet below existing grade. The samples were screened for fuels and volatiles with a Photoionization Detector (PID). PID readings were recorded as below background. Based on the composition of the soil and the project site dimensions, two (2) samples were submitted to PDC Laboratories, Inc. on March 2, 2022 and were tested for VOC's, SVOC's, RCRA Total Metals, and TCLP Chromium. The two (2) samples were submitted for pH testing at Rubino.

## RESULTS

**Appendix A.2** includes summary tables of the lab analysis results compared to the IEPA maximum allowable concentrations (MAC). The lab analysis found that the soil samples met the IEPA MAC except for sample E-02 which exceeded the IEPA MAC for Chromium. E-02 was then analyzed for TCLP Chromium and was found to be below the Class I Groundwater Standard and meet the maximum allowable concentration for Chromium as seen on the IEPA MAC Table. The complete lab analysis reports can be found in **Appendix A.3**.

Based on the results of the laboratory testing performed, an **IEPA LPC #663 (CCDD) Certificate was issued** for the entire site.

## CLOSING

Rubino appreciates the opportunity to provide geotechnical services for this project and we look forward to continued participation during the design and in future construction phases of this project.

If you have questions pertaining to this summary report, or if Rubino may be of further service, please contact our office at (847) 931-1555.

Respectfully submitted,

**RUBINO ENGINEERING, INC.**



Michelle A. Lipinski, PE  
President

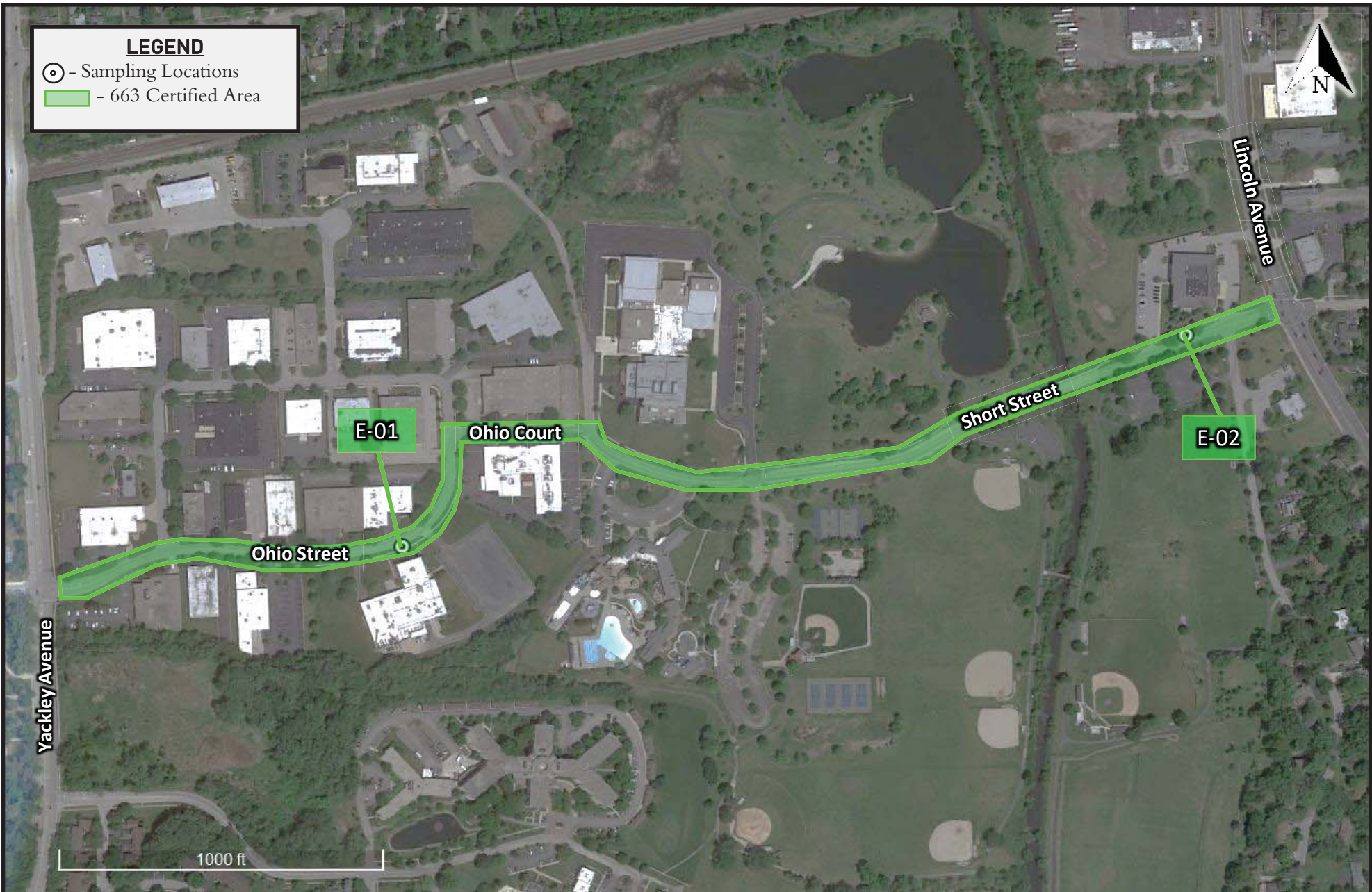
[michelle.lipinski@rubinoeng.com](mailto:michelle.lipinski@rubinoeng.com)

MAL/file/ Enclosures

### Appendix Contents

APPENDIX A.1 – SITE MAPS  
APPENDIX A.2 – ANALYTICAL TABLES  
APPENDIX A.3 – LAB REPORTS  
APPENDIX A.4 – ERIS DATABASE REPORT

**APPENDIX A.1 – SITE MAPS**



**LEGEND**

- ⊙ - Sampling Locations
- ▭ - 663 Certified Area



1000 ft

**rubino**  
ENGINEERING INC.

425 Shepard Drive  
Elgin, Illinois 60123

**Project Name:** Ohio Street, Ohio Court, Short Street Resurfacing  
**Project Location:** Ohio Street, Ohio Court, and Short Street  
 Lisle, Illinois  
**Client:** Thomas Engineering Group, LLC  
**Rubino Project # :** G21.254

**CCDD  
Testing  
Plan**

**APPENDIX A.2 – ANALYTICAL TABLES**



Chemical Name	CCDD Limits	FC00948-01	FC00948-02
		E-01	E-02
		03/02/2022	03/02/2022
<b>BNAs</b>			
<b>EPA 8270C (mg/kg dry)</b>			
Acenaphthene	570	< 0.375	< 0.409
Anthracene	12000	< 0.375	< 0.409
Benzo(a)anthracene	0.9	< 0.375	< 0.409
Benzo(b)fluoranthene	0.9	< 0.375	< 0.409
Benzo(k)fluoranthene	9	< 0.375	< 0.409
Benzo(a)pyrene	0.09	< 0.0675	< 0.0736
Benzoic acid	400	< 0.375	< 0.409
Bis(2-chloroethyl) ether	0.66	< 0.375	< 0.409
Bis(2-ethylhexyl) phthalate	46	< 0.375	< 0.409
Butyl benzyl phthalate	930	< 0.375	< 0.409
Carbazole	0.6	< 0.375	< 0.409
4-Chloroaniline	0.7	< 0.375	< 0.409
2-Chlorophenol	1.5	< 0.375	< 0.409
Chrysene	88	< 0.375	< 0.409
Di-n-butyl phthalate	2300	< 0.375	< 0.409
Di-n-octyl phthalate	1600	< 0.375	< 0.409
Dibenzo(a,h)anthracene	0.09	< 0.0675	< 0.0736
3,3'-Dichlorobenzidine	1.3	< 0.00743	< 0.00810
2,4-Dichlorophenol	0.48	< 0.375	< 0.409
Diethyl phthalate	470	< 0.225	< 0.245
2,4-Dimethylphenol	9	< 0.375	< 0.409
2,4-Dinitrophenol	3.3	< 0.169	< 0.184
2,4-Dinitrotoluene	0.25	< 0.113	< 0.123
2,6-Dinitrotoluene	0.26	< 0.113	< 0.123
Fluoranthene	3100	< 0.375	< 0.409
Fluorene	560	< 0.375	< 0.409
Hexachlorobenzene	0.4	< 0.113	< 0.123
Hexachlorocyclopentadiene	1.1	< 0.375	< 0.409
Hexachloroethane	0.5	< 0.225	< 0.245
Indeno(1,2,3-cd)pyrene	0.9	< 0.375	< 0.409
Isophorone	8	< 0.375	< 0.409
2-Methylphenol	15	< 0.375	< 0.409
Naphthalene	1.8	< 0.375	< 0.409
Nitrobenzene	0.26	< 0.0844	< 0.0920
N-Nitrosodi-n-propylamine	0.0018	< 0.000405	< 0.000442
N-Nitrosodiphenylamine	1	< 0.375	< 0.409
Pentachlorophenol	0.02	< 0.00105	< 0.00114
Phenol	100	< 0.375	< 0.409
Pyrene	2300	< 0.375	< 0.409
1,2,4-Trichlorobenzene	5	< 0.375	< 0.409
2,4,5-Trichlorophenol	26	< 0.375	< 0.409
2,4,6-Trichlorophenol	0.66	< 0.113	< 0.123

Notes:

All results are reported as mg/kg-dry unless otherwise noted.  
 Bold/Shaded results indicate concentrations exceeding CCDD MACS



Client: Rubino Engineering Inc.  
 Project Number: G21.254-Lisle IL  
 Work Order: FC00948



Chemical Name	CCDD Limits	FC00948-01	FC00948-02
		E-01	E-02
		03/02/2022	03/02/2022
<b>INORG</b>			
<b>EPA 6010B (mg/kg dry)</b>			
Arsenic	13	7.86	12.6
Barium	1500	46.4	88.3
Cadmium	5.2	< 0.461	< 0.465
Chromium	21	10.6	<b>23.8</b>
Lead	107	20.3	12.8
Selenium	1.3	< 0.903	< 0.910
Silver	4.4	< 0.461	< 0.465
<b>SM 2540G (%)</b>			
Solids - total solids (TS)	~	89	81
<b>SW 7471 (mg/kg dry)</b>			
Mercury	0.89	< 0.0450	< 0.0438

Notes:

All results are reported as mg/kg-dry unless otherwise noted.

Bold/Shaded results indicate concentrations exceeding CCDD MACS



Chemical Name	CCDD Limits	FC00948-01	FC00948-02
		E-01	E-02
		03/02/2022	03/02/2022
<b>VOAs</b>			
<b>EPA 8260B (mg/kg dry)</b>			
Acetone	25	< 0.0475	< 0.0438
Benzene	0.03	< 0.00475	< 0.00438
Bromodichloromethane	0.6	< 0.00475	< 0.00438
Bromoform	0.8	< 0.00475	< 0.00438
Bromomethane	0.2	< 0.00951	< 0.00876
2-Butanone	17	< 0.00951	< 0.00876
Carbon disulfide	9	< 0.00951	< 0.00876
Carbon tetrachloride	0.07	< 0.00475	< 0.00438
Chlorobenzene	1	< 0.00475	< 0.00438
Chloroform	0.3	< 0.00475	< 0.00438
1,2-Dibromo-3-chloropropane	0.002	< 0.000951	< 0.000876
Dibromochloromethane	0.4	< 0.00475	< 0.00438
1,2-Dibromoethane	0.005	< 0.00190	< 0.00175
1,2-Dichlorobenzene	17	< 0.00475	< 0.00438
1,4-Dichlorobenzene	2	< 0.00475	< 0.00438
1,1-Dichloroethane	23	< 0.00475	< 0.00438
1,2-Dichloroethane	0.02	< 0.00475	< 0.00438
1,1-Dichloroethene	0.06	< 0.00475	< 0.00438
cis-1,2-Dichloroethene	0.4	< 0.00475	< 0.00438
trans-1,2-Dichloroethene	0.7	< 0.00475	< 0.00438
1,2-Dichloropropane	0.03	< 0.00475	< 0.00438
cis-1,3-Dichloropropene	0.005	< 0.00285	< 0.00263
trans-1,3-Dichloropropene	0.005	< 0.00285	< 0.00263
1,3-Dichloropropene - Total	~	< 0.00285	< 0.00263
Ethylbenzene	13	< 0.00475	< 0.00438
MTBE	0.32	< 0.00475	< 0.00438
Methylene chloride	0.02	< 0.00475	< 0.00438
Styrene	4	< 0.00475	< 0.00438
Tetrachloroethene	0.06	< 0.00475	< 0.00438
Toluene	12	0.00676	< 0.00438
1,1,1-Trichloroethane	2	< 0.00475	< 0.00438
1,1,2-Trichloroethane	0.02	< 0.00475	< 0.00438
Trichloroethene	0.06	< 0.00475	< 0.00438
Vinyl acetate	10	< 0.00475	< 0.00438
Vinyl chloride	0.01	< 0.00475	< 0.00438
o-Xylene	6.5	< 0.00475	< 0.00438
m,p-Xylene	~	< 0.00951	< 0.00876
Xylenes- Total	5.6	< 0.0143	< 0.0131

Notes:

All results are reported as mg/kg-dry unless otherwise noted.  
 Bold/Shaded results indicate concentrations exceeding CCDD MACS

Client: Rubino Engineering Inc.  
 Project Number: G21.254-Lisle IL  
 Work Order: FC00948



Chemical Name	CCDD Limits	FC00948-01	FC00948-02
		E-01	E-02
		03/02/2022	03/02/2022
<b>TCLP</b>			
<b>EPA 6010B (mg/L)</b> Chromium	~	< 0.00500	< 0.00500

Notes:  
 All results are reported as mg/kg-dry unless otherwise noted.  
 Bold/Shaded results indicate concentrations exceeding CCDD MACS

**APPENDIX A.3 – LAB REPORTS**



Pace Analytical Services, LLC

2231 W. Altorfer Drive

Peoria, IL 61615

(800)752-6651

March 10, 2022

Anthony Tomaras  
Rubino Engineering Inc.  
425 Shepard Drive  
Elgin, IL 60123

RE: G21.254-Lisle IL

Dear Anthony Tomaras:

Please find enclosed the analytical results for the **2** sample(s) the laboratory received on **3/3/22 10:27 am** and logged in under work order **FC00948**. All testing is performed according to our current TNI accreditations unless otherwise noted. This report cannot be reproduced, except in full, without the written permission of Pace Analytical Services, LLC.

If you have any questions regarding your report, please contact your project manager. Quality and timely data is of the utmost importance to us.

Pace Analytical Services appreciates the opportunity to provide you with analytical expertise. We are always trying to improve our customer service and we welcome you to contact the Director of Client Services, Lisa Grant, with any feedback you have about your experience with our laboratory at 309-683-1764 or [lisa.grant@pacelabs.com](mailto:lisa.grant@pacelabs.com).

A handwritten signature in black ink, appearing to read "Michael Austin".

Michael Austin  
Project Manager  
(314) 595-7341  
[Michael.Austin@pacelabs.com](mailto:Michael.Austin@pacelabs.com)



**SAMPLE RECEIPT CHECK LIST**

Items not applicable will be marked as in compliance

---

Work Order      FC00948

---

YES	Samples received within temperature compliance when applicable
YES	COC present upon sample receipt
YES	COC completed & legible
YES	Sampler name & signature present
YES	Unique sample IDs assigned
YES	Sample collection location recorded
YES	Date & time collected recorded on COC
YES	Relinquished by client signature on COC
YES	COC & labels match
YES	Sample labels are legible
YES	Appropriate bottle(s) received
YES	Sufficient sample volume received
YES	Sample containers received undamaged
YES	Zero headspace, <6 mm present in VOA vials
NO	Trip blank(s) received
YES	All non-field analyses received within holding times
NO	Short hold time analysis
YES	Current PDC COC submitted
NO	Case narrative provided



**ANALYTICAL RESULTS**

Sample: FC00948-01  
 Name: E-01  
 Matrix: Solid - Grab

Sampled: 03/02/22 10:20  
 Received: 03/04/22 07:49

Parameter	Result	Unit	Qualifier	Dilution	MDL	MRL	Analyzed	Analyst	Method
<b>General Chemistry - STL</b>									
Solids - total solids (TS)	89	%		1		0.050	03/04/22 14:34	SEC	SM 2540G
<b>Semivolatile Organics - STL</b>									
Acenaphthene	< 0.375	mg/kg dry		1	0.0419	0.375	03/07/22 17:22	JCB	EPA 8270C
Anthracene	< 0.375	mg/kg dry		1	0.0389	0.375	03/07/22 17:22	JCB	EPA 8270C
Benzo(a)anthracene	< 0.375	mg/kg dry		1	0.0369	0.375	03/07/22 17:22	JCB	EPA 8270C
Benzo(b)fluoranthene	< 0.375	mg/kg dry		1	0.0398	0.375	03/07/22 17:22	JCB	EPA 8270C
Benzo(k)fluoranthene	< 0.375	mg/kg dry		1	0.0466	0.375	03/07/22 17:22	JCB	EPA 8270C
Benzo(a)pyrene	< 0.0675	mg/kg dry		1	0.0360	0.0675	03/07/22 17:22	JCB	EPA 8270C
Benzoic Acid	< 0.375	mg/kg dry		1	0.0200	0.375	03/07/22 17:22	JCB	EPA 8270C
Bis(2-chloroethyl) ether	< 0.375	mg/kg dry		1	0.0360	0.375	03/07/22 17:22	JCB	EPA 8270C
Bis(2-ethylhexyl) phthalate	< 0.375	mg/kg dry		1	0.0328	0.375	03/07/22 17:22	JCB	EPA 8270C
Butyl benzyl phthalate	< 0.375	mg/kg dry		1	0.0310	0.375	03/07/22 17:22	JCB	EPA 8270C
Carbazole	< 0.375	mg/kg dry		1	0.0422	0.375	03/07/22 17:22	JCB	EPA 8270C
4-Chloroaniline	< 0.375	mg/kg dry		1	0.0379	0.375	03/07/22 17:22	JCB	EPA 8270C
2-Chlorophenol	< 0.375	mg/kg dry		1	0.0421	0.375	03/07/22 17:22	JCB	EPA 8270C
Chrysene	< 0.375	mg/kg dry		1	0.0355	0.375	03/07/22 17:22	JCB	EPA 8270C
Di-n-butyl phthalate	< 0.375	mg/kg dry		1	0.0354	0.375	03/07/22 17:22	JCB	EPA 8270C
Di-n-octyl phthalate	< 0.375	mg/kg dry		1	0.0319	0.375	03/07/22 17:22	JCB	EPA 8270C
Dibenzo(a,h)anthracene	< 0.0675	mg/kg dry		1	0.0385	0.0675	03/07/22 17:22	JCB	EPA 8270C
3,3'-Dichlorobenzidine	< 0.00743	mg/kg dry	Mrl	1	0.00743	0.0186	03/07/22 21:31	JCB	EPA 8270C
2,4-Dichlorophenol	< 0.375	mg/kg dry		1	0.0350	0.375	03/07/22 17:22	JCB	EPA 8270C
Diethyl phthalate	< 0.225	mg/kg dry		1	0.0341	0.225	03/07/22 17:22	JCB	EPA 8270C
2,4-Dimethylphenol	< 0.375	mg/kg dry		1	0.0422	0.375	03/07/22 17:22	JCB	EPA 8270C
2,4-Dinitrophenol	< 0.169	mg/kg dry		1	0.0619	0.169	03/07/22 17:22	JCB	EPA 8270C
2,4-Dinitrotoluene	< 0.113	mg/kg dry		1	0.0301	0.113	03/07/22 17:22	JCB	EPA 8270C
2,6-Dinitrotoluene	< 0.113	mg/kg dry		1	0.0266	0.113	03/07/22 17:22	JCB	EPA 8270C
Fluoranthene	< 0.375	mg/kg dry		1	0.0400	0.375	03/07/22 17:22	JCB	EPA 8270C
Fluorene	< 0.375	mg/kg dry		1	0.0405	0.375	03/07/22 17:22	JCB	EPA 8270C
Hexachlorobenzene	< 0.113	mg/kg dry		1	0.0372	0.113	03/07/22 17:22	JCB	EPA 8270C
Hexachlorocyclopentadiene	< 0.375	mg/kg dry		1	0.0234	0.375	03/07/22 17:22	JCB	EPA 8270C
Hexachloroethane	< 0.225	mg/kg dry		1	0.0355	0.225	03/07/22 17:22	JCB	EPA 8270C
Indeno(1,2,3-cd)pyrene	< 0.375	mg/kg dry		1	0.0403	0.375	03/07/22 17:22	JCB	EPA 8270C
Isophorone	< 0.375	mg/kg dry		1	0.0273	0.375	03/07/22 17:22	JCB	EPA 8270C
2-Methylphenol	< 0.375	mg/kg dry		1	0.0444	0.375	03/07/22 17:22	JCB	EPA 8270C
Naphthalene	< 0.375	mg/kg dry		1	0.0349	0.375	03/07/22 17:22	JCB	EPA 8270C
Nitrobenzene	< 0.0844	mg/kg dry		1	0.0329	0.0844	03/07/22 17:22	JCB	EPA 8270C
N-Nitrosodi-n-propylamine	< 0.000405	mg/kg dry	Mrl	1	0.000405	0.00372	03/07/22 21:31	JCB	EPA 8270C
N-Nitrosodiphenylamine	< 0.375	mg/kg dry		1	0.0305	0.375	03/07/22 17:22	JCB	EPA 8270C
Pentachlorophenol	< 0.00105	mg/kg dry	Mrl, X	1	0.00105	0.00372	03/07/22 21:31	JCB	EPA 8270C



## ANALYTICAL RESULTS

Sample: FC00948-01

Name: E-01

Matrix: Solid - Grab

Sampled: 03/02/22 10:20

Received: 03/04/22 07:49

Parameter	Result	Unit	Qualifier	Dilution	MDL	MRL	Analyzed	Analyst	Method
Phenol	< 0.375	mg/kg dry		1	0.0461	0.375	03/07/22 17:22	JCB	EPA 8270C
Pyrene	< 0.375	mg/kg dry		1	0.0400	0.375	03/07/22 17:22	JCB	EPA 8270C
1,2,4-Trichlorobenzene	< 0.375	mg/kg dry		1	0.0307	0.375	03/07/22 17:22	JCB	EPA 8270C
2,4,5-Trichlorophenol	< 0.375	mg/kg dry		1	0.0365	0.375	03/07/22 17:22	JCB	EPA 8270C
2,4,6-Trichlorophenol	< 0.113	mg/kg dry		1	0.0366	0.113	03/07/22 17:22	JCB	EPA 8270C
Surrogate: 2-Fluorobiphenyl	67 %	35-110					03/07/22 17:22	JCB	EPA 8270C
Surrogate: 2-Fluorophenol	62 %	23.7-109					03/07/22 17:22	JCB	EPA 8270C
Surrogate: Nitrobenzene-d5	60 %	33.2-105					03/07/22 17:22	JCB	EPA 8270C
Surrogate: Phenol-d6	61 %	28.5-106					03/07/22 17:22	JCB	EPA 8270C
Surrogate: 4-Terphenyl-d14	79 %	33.4-130					03/07/22 17:22	JCB	EPA 8270C
Surrogate: 2,4,6-Tribromophenol	71 %	18.9-143					03/07/22 17:22	JCB	EPA 8270C
<b><u>TCLP Metals - STL</u></b>									
Chromium	< 0.00500	mg/L		1	0.000660	0.00500	03/07/22 14:13	KAM	EPA 6010B
<b><u>Total Metals - STL</u></b>									
Mercury	< 0.0450	mg/kg dry		1	0.0226	0.0450	03/08/22 12:42	CGB	SW 7471
Arsenic	7.86	mg/kg dry		1	0.673	4.61	03/07/22 12:07	KAM	EPA 6010B
Barium	46.4	mg/kg dry		1	0.184	0.923	03/07/22 12:07	KAM	EPA 6010B
Cadmium	< 0.461	mg/kg dry		1	0.0288	0.461	03/07/22 12:07	KAM	EPA 6010B
Chromium	10.6	mg/kg dry		1	0.142	0.461	03/07/22 12:07	KAM	EPA 6010B
Lead	20.3	mg/kg dry		1	0.580	3.69	03/07/22 12:07	KAM	EPA 6010B
Selenium	< 0.903	mg/kg dry	Mrl	1	0.903	1.20	03/07/22 12:07	KAM	EPA 6010B
Silver	< 0.461	mg/kg dry		1	0.136	0.461	03/07/22 12:07	KAM	EPA 6010B
<b><u>Volatile Organics - STL</u></b>									
Acetone	< 0.0475	mg/kg dry		1	0.00567	0.0475	03/04/22 13:21	MBM	EPA 8260B
Benzene	< 0.00475	mg/kg dry		1	0.000344	0.00475	03/04/22 13:21	MBM	EPA 8260B
Bromodichloromethane	< 0.00475	mg/kg dry		1	4.46E-5	0.00475	03/04/22 13:21	MBM	EPA 8260B
Bromoform	< 0.00475	mg/kg dry		1	9.54E-5	0.00475	03/04/22 13:21	MBM	EPA 8260B
Bromomethane	< 0.00951	mg/kg dry		1	0.00189	0.00951	03/04/22 13:21	MBM	EPA 8260B
2-Butanone	< 0.00951	mg/kg dry		1	0.00342	0.00951	03/04/22 13:21	MBM	EPA 8260B
Carbon disulfide	< 0.00951	mg/kg dry		1	0.00101	0.00951	03/04/22 13:21	MBM	EPA 8260B
Carbon tetrachloride	< 0.00475	mg/kg dry		1	0.00123	0.00475	03/04/22 13:21	MBM	EPA 8260B
Chlorobenzene	< 0.00475	mg/kg dry		1	0.000577	0.00475	03/04/22 13:21	MBM	EPA 8260B
Chloroform	< 0.00475	mg/kg dry		1	6.09E-5	0.00475	03/04/22 13:21	MBM	EPA 8260B
1,2-Dibromo-3-chloropropane	< 0.000951	mg/kg dry		1	8.81E-5	0.000951	03/04/22 13:21	MBM	EPA 8260B
Dibromochloromethane	< 0.00475	mg/kg dry		1	0.000826	0.00475	03/04/22 13:21	MBM	EPA 8260B
1,2-Dibromoethane	< 0.00190	mg/kg dry		1	4.75E-5	0.00190	03/04/22 13:21	MBM	EPA 8260B
1,2-Dichlorobenzene	< 0.00475	mg/kg dry		1	0.000786	0.00475	03/04/22 13:21	MBM	EPA 8260B
1,4-Dichlorobenzene	< 0.00475	mg/kg dry		1	0.000625	0.00475	03/04/22 13:21	MBM	EPA 8260B
1,1-Dichloroethane	< 0.00475	mg/kg dry		1	0.000651	0.00475	03/04/22 13:21	MBM	EPA 8260B





**ANALYTICAL RESULTS**

Sample: FC00948-01  
 Name: E-01  
 Matrix: Solid - Grab

Sampled: 03/02/22 10:20  
 Received: 03/04/22 07:49

Parameter	Result	Unit	Qualifier	Dilution	MDL	MRL	Analyzed	Analyst	Method
1,2-Dichloroethane	< 0.00475	mg/kg dry		1	0.000303	0.00475	03/04/22 13:21	MBM	EPA 8260B
1,1-Dichloroethene	< 0.00475	mg/kg dry		1	0.000596	0.00475	03/04/22 13:21	MBM	EPA 8260B
cis-1,2-Dichloroethene	< 0.00475	mg/kg dry		1	0.000578	0.00475	03/04/22 13:21	MBM	EPA 8260B
trans-1,2-Dichloroethene	< 0.00475	mg/kg dry		1	0.00151	0.00475	03/04/22 13:21	MBM	EPA 8260B
1,2-Dichloropropane	< 0.00475	mg/kg dry		1	0.000635	0.00475	03/04/22 13:21	MBM	EPA 8260B
cis-1,3-Dichloropropene	< 0.00285	mg/kg dry		1	4.46E-5	0.00285	03/04/22 13:21	MBM	EPA 8260B
trans-1,3-Dichloropropene	< 0.00285	mg/kg dry		1	5.53E-5	0.00285	03/04/22 13:21	MBM	EPA 8260B
1,3-Dichloropropene - Total	< 0.00285	mg/kg dry		1	0.00145	0.00285	03/04/22 13:21	MBM	EPA 8260B
Ethylbenzene	< 0.00475	mg/kg dry		1	0.00134	0.00475	03/04/22 13:21	MBM	EPA 8260B
MTBE	< 0.00475	mg/kg dry		1	0.000645	0.00475	03/04/22 13:21	MBM	EPA 8260B
Methylene chloride	< 0.00475	mg/kg dry		1	0.000507	0.00475	03/04/22 13:21	MBM	EPA 8260B
Styrene	< 0.00475	mg/kg dry		1	0.00113	0.00475	03/04/22 13:21	MBM	EPA 8260B
Tetrachloroethene	< 0.00475	mg/kg dry		1	0.000863	0.00475	03/04/22 13:21	MBM	EPA 8260B
Toluene	0.00676	mg/kg dry		1	0.00144	0.00475	03/04/22 13:21	MBM	EPA 8260B
1,1,1-Trichloroethane	< 0.00475	mg/kg dry		1	0.000629	0.00475	03/04/22 13:21	MBM	EPA 8260B
1,1,2-Trichloroethane	< 0.00475	mg/kg dry		1	0.000709	0.00475	03/04/22 13:21	MBM	EPA 8260B
Trichloroethene	< 0.00475	mg/kg dry		1	0.000961	0.00475	03/04/22 13:21	MBM	EPA 8260B
Vinyl acetate	< 0.00475	mg/kg dry		1	0.00159	0.00475	03/04/22 13:21	MBM	EPA 8260B
Vinyl chloride	< 0.00475	mg/kg dry		1	0.00135	0.00475	03/04/22 13:21	MBM	EPA 8260B
o-Xylene	< 0.00475	mg/kg dry		1	0.00103	0.00475	03/04/22 13:21	MBM	EPA 8260B
m,p-Xylene	< 0.00951	mg/kg dry		1	0.000995	0.00951	03/04/22 13:21	MBM	EPA 8260B
Xylenes- Total	< 0.0143	mg/kg dry		1	0.00203	0.0143	03/04/22 13:21	MBM	EPA 8260B
Surrogate: 4-Bromofluorobenzene	93 %	52.8-152					03/04/22 13:21	MBM	EPA 8260B
Surrogate: 1,2-Dichloroethane-d4	114 %	53.6-139					03/04/22 13:21	MBM	EPA 8260B
Surrogate: Toluene-d8	102 %	65.9-129					03/04/22 13:21	MBM	EPA 8260B



## ANALYTICAL RESULTS

Sample: FC00948-02

Name: E-02

Matrix: Solid - Grab

Sampled: 03/02/22 11:00

Received: 03/04/22 07:49

Parameter	Result	Unit	Qualifier	Dilution	MDL	MRL	Analyzed	Analyst	Method
<b>General Chemistry - STL</b>									
Solids - total solids (TS)	81	%		1		0.050	03/04/22 14:34	SEC	SM 2540G
<b>Semivolatile Organics - STL</b>									
Acenaphthene	< 0.409	mg/kg dry		1	0.0457	0.409	03/07/22 17:49	JCB	EPA 8270C
Anthracene	< 0.409	mg/kg dry		1	0.0424	0.409	03/07/22 17:49	JCB	EPA 8270C
Benzo(a)anthracene	< 0.409	mg/kg dry		1	0.0402	0.409	03/07/22 17:49	JCB	EPA 8270C
Benzo(b)fluoranthene	< 0.409	mg/kg dry		1	0.0434	0.409	03/07/22 17:49	JCB	EPA 8270C
Benzo(k)fluoranthene	< 0.409	mg/kg dry		1	0.0508	0.409	03/07/22 17:49	JCB	EPA 8270C
Benzo(a)pyrene	< 0.0736	mg/kg dry		1	0.0393	0.0736	03/07/22 17:49	JCB	EPA 8270C
Benzoic Acid	< 0.409	mg/kg dry		1	0.0218	0.409	03/07/22 17:49	JCB	EPA 8270C
Bis(2-chloroethyl) ether	< 0.409	mg/kg dry		1	0.0392	0.409	03/07/22 17:49	JCB	EPA 8270C
Bis(2-ethylhexyl) phthalate	< 0.409	mg/kg dry		1	0.0357	0.409	03/07/22 17:49	JCB	EPA 8270C
Butyl benzyl phthalate	< 0.409	mg/kg dry		1	0.0338	0.409	03/07/22 17:49	JCB	EPA 8270C
Carbazole	< 0.409	mg/kg dry		1	0.0460	0.409	03/07/22 17:49	JCB	EPA 8270C
4-Chloroaniline	< 0.409	mg/kg dry		1	0.0413	0.409	03/07/22 17:49	JCB	EPA 8270C
2-Chlorophenol	< 0.409	mg/kg dry		1	0.0459	0.409	03/07/22 17:49	JCB	EPA 8270C
Chrysene	< 0.409	mg/kg dry		1	0.0387	0.409	03/07/22 17:49	JCB	EPA 8270C
Di-n-butyl phthalate	< 0.409	mg/kg dry		1	0.0386	0.409	03/07/22 17:49	JCB	EPA 8270C
Di-n-octyl phthalate	< 0.409	mg/kg dry		1	0.0348	0.409	03/07/22 17:49	JCB	EPA 8270C
Dibenzo(a,h)anthracene	< 0.0736	mg/kg dry		1	0.0420	0.0736	03/07/22 17:49	JCB	EPA 8270C
3,3'-Dichlorobenzidine	< 0.00810	mg/kg dry	Mrl	1	0.00810	0.0202	03/07/22 22:00	JCB	EPA 8270C
2,4-Dichlorophenol	< 0.409	mg/kg dry		1	0.0382	0.409	03/07/22 17:49	JCB	EPA 8270C
Diethyl phthalate	< 0.245	mg/kg dry		1	0.0371	0.245	03/07/22 17:49	JCB	EPA 8270C
2,4-Dimethylphenol	< 0.409	mg/kg dry		1	0.0460	0.409	03/07/22 17:49	JCB	EPA 8270C
2,4-Dinitrophenol	< 0.184	mg/kg dry		1	0.0674	0.184	03/07/22 17:49	JCB	EPA 8270C
2,4-Dinitrotoluene	< 0.123	mg/kg dry		1	0.0328	0.123	03/07/22 17:49	JCB	EPA 8270C
2,6-Dinitrotoluene	< 0.123	mg/kg dry		1	0.0290	0.123	03/07/22 17:49	JCB	EPA 8270C
Fluoranthene	< 0.409	mg/kg dry		1	0.0436	0.409	03/07/22 17:49	JCB	EPA 8270C
Fluorene	< 0.409	mg/kg dry		1	0.0441	0.409	03/07/22 17:49	JCB	EPA 8270C
Hexachlorobenzene	< 0.123	mg/kg dry		1	0.0405	0.123	03/07/22 17:49	JCB	EPA 8270C
Hexachlorocyclopentadiene	< 0.409	mg/kg dry		1	0.0255	0.409	03/07/22 17:49	JCB	EPA 8270C
Hexachloroethane	< 0.245	mg/kg dry		1	0.0387	0.245	03/07/22 17:49	JCB	EPA 8270C
Indeno(1,2,3-cd)pyrene	< 0.409	mg/kg dry		1	0.0439	0.409	03/07/22 17:49	JCB	EPA 8270C
Isophorone	< 0.409	mg/kg dry		1	0.0297	0.409	03/07/22 17:49	JCB	EPA 8270C
2-Methylphenol	< 0.409	mg/kg dry		1	0.0484	0.409	03/07/22 17:49	JCB	EPA 8270C
Naphthalene	< 0.409	mg/kg dry		1	0.0380	0.409	03/07/22 17:49	JCB	EPA 8270C
Nitrobenzene	< 0.0920	mg/kg dry		1	0.0358	0.0920	03/07/22 17:49	JCB	EPA 8270C
N-Nitrosodi-n-propylamine	< 0.000442	mg/kg dry	Mrl	1	0.000442	0.00405	03/07/22 22:00	JCB	EPA 8270C
N-Nitrosodiphenylamine	< 0.409	mg/kg dry		1	0.0333	0.409	03/07/22 17:49	JCB	EPA 8270C
Pentachlorophenol	< 0.00114	mg/kg dry	Mrl, X	1	0.00114	0.00405	03/07/22 22:00	JCB	EPA 8270C



## ANALYTICAL RESULTS

Sample: FC00948-02

Name: E-02

Matrix: Solid - Grab

Sampled: 03/02/22 11:00

Received: 03/04/22 07:49

Parameter	Result	Unit	Qualifier	Dilution	MDL	MRL	Analyzed	Analyst	Method
Phenol	< 0.409	mg/kg dry		1	0.0503	0.409	03/07/22 17:49	JCB	EPA 8270C
Pyrene	< 0.409	mg/kg dry		1	0.0436	0.409	03/07/22 17:49	JCB	EPA 8270C
1,2,4-Trichlorobenzene	< 0.409	mg/kg dry		1	0.0334	0.409	03/07/22 17:49	JCB	EPA 8270C
2,4,5-Trichlorophenol	< 0.409	mg/kg dry		1	0.0398	0.409	03/07/22 17:49	JCB	EPA 8270C
2,4,6-Trichlorophenol	< 0.123	mg/kg dry		1	0.0399	0.123	03/07/22 17:49	JCB	EPA 8270C
Surrogate: 2-Fluorobiphenyl	76 %	35-110					03/07/22 17:49	JCB	EPA 8270C
Surrogate: 2-Fluorophenol	71 %	23.7-109					03/07/22 17:49	JCB	EPA 8270C
Surrogate: Nitrobenzene-d5	68 %	33.2-105					03/07/22 17:49	JCB	EPA 8270C
Surrogate: Phenol-d6	70 %	28.5-106					03/07/22 17:49	JCB	EPA 8270C
Surrogate: 4-Terphenyl-d14	82 %	33.4-130					03/07/22 17:49	JCB	EPA 8270C
Surrogate: 2,4,6-Tribromophenol	80 %	18.9-143					03/07/22 17:49	JCB	EPA 8270C
<b><u>TCLP Metals - STL</u></b>									
Chromium	< 0.00500	mg/L		1	0.000660	0.00500	03/07/22 14:22	KAM	EPA 6010B
<b><u>Total Metals - STL</u></b>									
Mercury	< 0.0438	mg/kg dry		1	0.0220	0.0438	03/08/22 12:42	CGB	SW 7471
Arsenic	12.6	mg/kg dry		2	1.36	9.30	03/07/22 12:22	KAM	EPA 6010B
Barium	88.3	mg/kg dry		2	0.370	1.86	03/07/22 12:22	KAM	EPA 6010B
Cadmium	< 0.465	mg/kg dry		1	0.0290	0.465	03/07/22 12:12	KAM	EPA 6010B
Chromium	23.8	mg/kg dry		2	0.286	0.930	03/07/22 12:22	KAM	EPA 6010B
Lead	12.8	mg/kg dry		2	1.17	7.44	03/07/22 12:22	KAM	EPA 6010B
Selenium	< 0.910	mg/kg dry	Mrl	1	0.910	1.21	03/07/22 12:12	KAM	EPA 6010B
Silver	< 0.465	mg/kg dry		1	0.137	0.465	03/07/22 12:12	KAM	EPA 6010B
<b><u>Volatile Organics - STL</u></b>									
Acetone	< 0.0438	mg/kg dry		1	0.00523	0.0438	03/04/22 13:47	MBM	EPA 8260B
Benzene	< 0.00438	mg/kg dry		1	0.000317	0.00438	03/04/22 13:47	MBM	EPA 8260B
Bromodichloromethane	< 0.00438	mg/kg dry		1	4.11E-5	0.00438	03/04/22 13:47	MBM	EPA 8260B
Bromoform	< 0.00438	mg/kg dry		1	8.79E-5	0.00438	03/04/22 13:47	MBM	EPA 8260B
Bromomethane	< 0.00876	mg/kg dry		1	0.00174	0.00876	03/04/22 13:47	MBM	EPA 8260B
2-Butanone	< 0.00876	mg/kg dry		1	0.00315	0.00876	03/04/22 13:47	MBM	EPA 8260B
Carbon disulfide	< 0.00876	mg/kg dry		1	0.000935	0.00876	03/04/22 13:47	MBM	EPA 8260B
Carbon tetrachloride	< 0.00438	mg/kg dry		1	0.00113	0.00438	03/04/22 13:47	MBM	EPA 8260B
Chlorobenzene	< 0.00438	mg/kg dry		1	0.000532	0.00438	03/04/22 13:47	MBM	EPA 8260B
Chloroform	< 0.00438	mg/kg dry		1	5.61E-5	0.00438	03/04/22 13:47	MBM	EPA 8260B
1,2-Dibromo-3-chloropropane	< 0.000876	mg/kg dry		1	8.12E-5	0.000876	03/04/22 13:47	MBM	EPA 8260B
Dibromochloromethane	< 0.00438	mg/kg dry		1	0.000762	0.00438	03/04/22 13:47	MBM	EPA 8260B
1,2-Dibromoethane	< 0.00175	mg/kg dry		1	4.38E-5	0.00175	03/04/22 13:47	MBM	EPA 8260B
1,2-Dichlorobenzene	< 0.00438	mg/kg dry		1	0.000725	0.00438	03/04/22 13:47	MBM	EPA 8260B
1,4-Dichlorobenzene	< 0.00438	mg/kg dry		1	0.000576	0.00438	03/04/22 13:47	MBM	EPA 8260B
1,1-Dichloroethane	< 0.00438	mg/kg dry		1	0.000600	0.00438	03/04/22 13:47	MBM	EPA 8260B



## ANALYTICAL RESULTS

Sample: FC00948-02

Name: E-02

Matrix: Solid - Grab

Sampled: 03/02/22 11:00

Received: 03/04/22 07:49

Parameter	Result	Unit	Qualifier	Dilution	MDL	MRL	Analyzed	Analyst	Method
1,2-Dichloroethane	< 0.00438	mg/kg dry		1	0.000280	0.00438	03/04/22 13:47	MBM	EPA 8260B
1,1-Dichloroethene	< 0.00438	mg/kg dry		1	0.000549	0.00438	03/04/22 13:47	MBM	EPA 8260B
cis-1,2-Dichloroethene	< 0.00438	mg/kg dry		1	0.000533	0.00438	03/04/22 13:47	MBM	EPA 8260B
trans-1,2-Dichloroethene	< 0.00438	mg/kg dry		1	0.00139	0.00438	03/04/22 13:47	MBM	EPA 8260B
1,2-Dichloropropane	< 0.00438	mg/kg dry		1	0.000585	0.00438	03/04/22 13:47	MBM	EPA 8260B
cis-1,3-Dichloropropene	< 0.00263	mg/kg dry		1	4.11E-5	0.00263	03/04/22 13:47	MBM	EPA 8260B
trans-1,3-Dichloropropene	< 0.00263	mg/kg dry		1	5.10E-5	0.00263	03/04/22 13:47	MBM	EPA 8260B
1,3-Dichloropropene - Total	< 0.00263	mg/kg dry		1	0.00134	0.00263	03/04/22 13:47	MBM	EPA 8260B
Ethylbenzene	< 0.00438	mg/kg dry		1	0.00123	0.00438	03/04/22 13:47	MBM	EPA 8260B
MTBE	< 0.00438	mg/kg dry		1	0.000594	0.00438	03/04/22 13:47	MBM	EPA 8260B
Methylene chloride	< 0.00438	mg/kg dry		1	0.000468	0.00438	03/04/22 13:47	MBM	EPA 8260B
Styrene	< 0.00438	mg/kg dry		1	0.00104	0.00438	03/04/22 13:47	MBM	EPA 8260B
Tetrachloroethene	< 0.00438	mg/kg dry		1	0.000796	0.00438	03/04/22 13:47	MBM	EPA 8260B
Toluene	< 0.00438	mg/kg dry		1	0.00133	0.00438	03/04/22 13:47	MBM	EPA 8260B
1,1,1-Trichloroethane	< 0.00438	mg/kg dry		1	0.000580	0.00438	03/04/22 13:47	MBM	EPA 8260B
1,1,2-Trichloroethane	< 0.00438	mg/kg dry		1	0.000653	0.00438	03/04/22 13:47	MBM	EPA 8260B
Trichloroethene	< 0.00438	mg/kg dry		1	0.000886	0.00438	03/04/22 13:47	MBM	EPA 8260B
Vinyl acetate	< 0.00438	mg/kg dry		1	0.00147	0.00438	03/04/22 13:47	MBM	EPA 8260B
Vinyl chloride	< 0.00438	mg/kg dry		1	0.00124	0.00438	03/04/22 13:47	MBM	EPA 8260B
o-Xylene	< 0.00438	mg/kg dry		1	0.000954	0.00438	03/04/22 13:47	MBM	EPA 8260B
m,p-Xylene	< 0.00876	mg/kg dry		1	0.000917	0.00876	03/04/22 13:47	MBM	EPA 8260B
Xylenes- Total	< 0.0131	mg/kg dry		1	0.00187	0.0131	03/04/22 13:47	MBM	EPA 8260B
Surrogate: 4-Bromofluorobenzene	102 %	52.8-152					03/04/22 13:47	MBM	EPA 8260B
Surrogate: 1,2-Dichloroethane-d4	114 %	53.6-139					03/04/22 13:47	MBM	EPA 8260B
Surrogate: Toluene-d8	103 %	65.9-129					03/04/22 13:47	MBM	EPA 8260B



QC SAMPLE RESULTS

Parameter	Result	Unit	Qual	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<b>Batch B226076 - 04-No Prep VOA - EPA 8260B</b>									
<b>Blank (B226076-BLK1)</b>					Prepared & Analyzed: 03/04/22				
Acetone	< 0.0500	mg/kg wet							
Benzene	< 0.00500	mg/kg wet							
Bromodichloromethane	< 0.00500	mg/kg wet							
Bromoform	< 0.00500	mg/kg wet							
Bromomethane	< 0.0100	mg/kg wet							
2-Butanone	< 0.0100	mg/kg wet							
Carbon disulfide	< 0.0100	mg/kg wet							
Carbon tetrachloride	< 0.00500	mg/kg wet							
Chlorobenzene	< 0.00500	mg/kg wet							
Chloroform	< 0.00500	mg/kg wet							
1,2-Dibromo-3-chloropropane	< 0.00100	mg/kg wet							
Dibromochloromethane	< 0.00500	mg/kg wet							
1,2-Dibromoethane	< 0.00200	mg/kg wet							
1,2-Dichlorobenzene	< 0.00500	mg/kg wet							
1,4-Dichlorobenzene	< 0.00500	mg/kg wet							
1,1-Dichloroethane	< 0.00500	mg/kg wet							
1,2-Dichloroethane	< 0.00500	mg/kg wet							
1,1-Dichloroethene	< 0.00500	mg/kg wet							
cis-1,2-Dichloroethene	< 0.00500	mg/kg wet							
trans-1,2-Dichloroethene	< 0.00500	mg/kg wet							
1,2-Dichloropropane	< 0.00500	mg/kg wet							
cis-1,3-Dichloropropene	< 0.00300	mg/kg wet							
trans-1,3-Dichloropropene	< 0.00300	mg/kg wet							
1,3-Dichloropropene - Total	< 0.00300	mg/kg wet							
Ethylbenzene	< 0.00500	mg/kg wet							
MTBE	< 0.00500	mg/kg wet							
Methylene chloride	< 0.00500	mg/kg wet							
Styrene	< 0.00500	mg/kg wet							
Tetrachloroethene	< 0.00500	mg/kg wet							
Toluene	< 0.00500	mg/kg wet							
1,1,1-Trichloroethane	< 0.00500	mg/kg wet							
1,1,2-Trichloroethane	< 0.00500	mg/kg wet							
Trichloroethene	< 0.00500	mg/kg wet							
Vinyl acetate	< 0.00500	mg/kg wet							
Vinyl chloride	< 0.00500	mg/kg wet							
o-Xylene	< 0.00500	mg/kg wet							
m,p-Xylene	< 0.0100	mg/kg wet							
Xylenes- Total	< 0.0150	mg/kg wet							
Surrogate: 4-Bromofluorobenzene	50.3	ug/L		50.00		101	52.8-152		
Surrogate: 1,2-Dichloroethane-d4	53.2	ug/L		50.00		106	53.6-139		
Surrogate: Toluene-d8	51.4	ug/L		50.00		103	65.9-129		
<b>LCS (B226076-BS1)</b>					Prepared & Analyzed: 03/04/22				



QC SAMPLE RESULTS

Parameter	Result	Unit	Qual	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<b>Batch B226076 - 04-No Prep VOA - EPA 8260B</b>									
<b>LCS (B226076-BS1)</b>				Prepared & Analyzed: 03/04/22					
Acetone	0.120	mg/kg wet		0.1000		120	33.7-206		
Benzene	0.0527	mg/kg wet		0.05000		105	72.6-119		
Bromodichloromethane	0.0559	mg/kg wet		0.05000		112	81.5-135		
Bromoform	0.0514	mg/kg wet		0.05000		103	88.2-132		
Bromomethane	0.0434	mg/kg wet		0.05000		87	62.9-154		
2-Butanone	0.117	mg/kg wet		0.1000		117	56.7-147		
Carbon disulfide	0.0529	mg/kg wet		0.05000		106	69.4-116		
Carbon tetrachloride	0.0564	mg/kg wet		0.05000		113	82.5-137		
Chlorobenzene	0.0493	mg/kg wet		0.05000		99	88.9-110		
Chloroform	0.0515	mg/kg wet		0.05000		103	76.9-114		
1,2-Dibromo-3-chloropropane	0.0493	mg/kg wet		0.05000		99	73.3-132		
Dibromochloromethane	0.0548	mg/kg wet		0.05000		110	85.4-131		
1,2-Dibromoethane	0.0521	mg/kg wet		0.05000		104	90-115		
1,2-Dichlorobenzene	0.0479	mg/kg wet		0.05000		96	86.5-115		
1,4-Dichlorobenzene	0.0476	mg/kg wet		0.05000		95	83-117		
1,1-Dichloroethane	0.0551	mg/kg wet		0.05000		110	77.1-120		
1,2-Dichloroethane	0.0540	mg/kg wet		0.05000		108	75.1-123		
1,1-Dichloroethene	0.0563	mg/kg wet		0.05000		113	79.9-118		
cis-1,2-Dichloroethene	0.0555	mg/kg wet		0.05000		111	83.3-121		
trans-1,2-Dichloroethene	0.0563	mg/kg wet		0.05000		113	82-117		
1,2-Dichloropropane	0.0550	mg/kg wet		0.05000		110	80.4-121		
cis-1,3-Dichloropropene	0.0570	mg/kg wet		0.05000		114	84.9-129		
trans-1,3-Dichloropropene	0.0532	mg/kg wet		0.05000		106	90-116		
1,3-Dichloropropene - Total	< 0.00300	mg/kg wet					0-200		
Ethylbenzene	0.0489	mg/kg wet		0.05000		98	89.6-115		
MTBE	0.0559	mg/kg wet		0.05000		112	73.1-125		
Methylene chloride	0.0541	mg/kg wet		0.05000		108	60.4-126		
Styrene	0.0540	mg/kg wet		0.05000		108	79.3-139		
Tetrachloroethene	0.0494	mg/kg wet		0.05000		99	87.8-121		
Toluene	0.0505	mg/kg wet		0.05000		101	76-121		
1,1,1-Trichloroethane	0.0547	mg/kg wet		0.05000		109	82.4-132		
1,1,2-Trichloroethane	0.0512	mg/kg wet		0.05000		102	89.6-112		
Trichloroethene	0.0547	mg/kg wet		0.05000		109	86.2-128		
Vinyl acetate	0.0594	mg/kg wet		0.05000		119	74.3-126		
Vinyl chloride	0.0504	mg/kg wet		0.05000		101	73.6-125		
o-Xylene	0.0502	mg/kg wet		0.05000		100	90-119		
m,p-Xylene	0.0993	mg/kg wet		0.1000		99	90-122		
Surrogate: 4-Bromofluorobenzene	53.1	ug/L		50.00		106	52.8-152		
Surrogate: 1,2-Dichloroethane-d4	53.3	ug/L		50.00		107	53.6-139		
Surrogate: Toluene-d8	51.6	ug/L		50.00		103	65.9-129		
<b>LCS Dup (B226076-BSD1)</b>				Prepared & Analyzed: 03/04/22					
Acetone	0.116	mg/kg wet		0.1000		116	33.7-206	4	200
Benzene	0.0500	mg/kg wet		0.05000		100	72.6-119	5	40
Bromodichloromethane	0.0547	mg/kg wet		0.05000		109	81.5-135	2	40



QC SAMPLE RESULTS

Parameter	Result	Unit	Qual	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<b>Batch B226076 - 04-No Prep VOA - EPA 8260B</b>									
<b>LCS Dup (B226076-BSD1)</b>				Prepared & Analyzed: 03/04/22					
Bromoform	0.0564	mg/kg wet		0.05000		113	88.2-132	9	40
Bromomethane	0.0448	mg/kg wet		0.05000		90	62.9-154	3	40
2-Butanone	0.118	mg/kg wet		0.1000		118	56.7-147	0.6	200
Carbon disulfide	0.0503	mg/kg wet		0.05000		101	69.4-116	5	200
Carbon tetrachloride	0.0541	mg/kg wet		0.05000		108	82.5-137	4	40
Chlorobenzene	0.0494	mg/kg wet		0.05000		99	88.9-110	0.1	40
Chloroform	0.0494	mg/kg wet		0.05000		99	76.9-114	4	40
1,2-Dibromo-3-chloropropane	0.0535	mg/kg wet		0.05000		107	73.3-132	8	200
Dibromochloromethane	0.0574	mg/kg wet		0.05000		115	85.4-131	5	40
1,2-Dibromoethane	0.0526	mg/kg wet		0.05000		105	90-115	1	200
1,2-Dichlorobenzene	0.0516	mg/kg wet		0.05000		103	86.5-115	7	40
1,4-Dichlorobenzene	0.0505	mg/kg wet		0.05000		101	83-117	6	40
1,1-Dichloroethane	0.0522	mg/kg wet		0.05000		104	77.1-120	5	40
1,2-Dichloroethane	0.0520	mg/kg wet		0.05000		104	75.1-123	4	40
1,1-Dichloroethene	0.0528	mg/kg wet		0.05000		106	79.9-118	6	40
cis-1,2-Dichloroethene	0.0535	mg/kg wet		0.05000		107	83.3-121	4	200
trans-1,2-Dichloroethene	0.0528	mg/kg wet		0.05000		106	82-117	6	40
1,2-Dichloropropane	0.0526	mg/kg wet		0.05000		105	80.4-121	5	40
cis-1,3-Dichloropropene	0.0555	mg/kg wet		0.05000		111	84.9-129	3	40
trans-1,3-Dichloropropene	0.0521	mg/kg wet		0.05000		104	90-116	2	40
1,3-Dichloropropene - Total	< 0.00300	mg/kg wet					0-200		200
Ethylbenzene	0.0479	mg/kg wet		0.05000		96	89.6-115	2	40
MTBE	0.0536	mg/kg wet		0.05000		107	73.1-125	4	200
Methylene chloride	0.0512	mg/kg wet		0.05000		102	60.4-126	6	40
Styrene	0.0552	mg/kg wet		0.05000		110	79.3-139	2	200
Tetrachloroethene	0.0473	mg/kg wet		0.05000		95	87.8-121	4	40
Toluene	0.0484	mg/kg wet		0.05000		97	76-121	4	40
1,1,1-Trichloroethane	0.0522	mg/kg wet		0.05000		104	82.4-132	5	40
1,1,2-Trichloroethane	0.0530	mg/kg wet		0.05000		106	89.6-112	3	40
Trichloroethene	0.0524	mg/kg wet		0.05000		105	86.2-128	4	40
Vinyl acetate	0.0568	mg/kg wet		0.05000		114	74.3-126	4	200
Vinyl chloride	0.0490	mg/kg wet		0.05000		98	73.6-125	3	40
o-Xylene	0.0500	mg/kg wet		0.05000		100	90-119	0.3	40
m,p-Xylene	0.0973	mg/kg wet		0.1000		97	90-122	2	40
Surrogate: 4-Bromofluorobenzene	53.1	ug/L		50.00		106	52.8-152		
Surrogate: 1,2-Dichloroethane-d4	53.4	ug/L		50.00		107	53.6-139		
Surrogate: Toluene-d8	51.5	ug/L		50.00		103	65.9-129		

**Batch B226079 - 04 SW 3050B - EPA 6010B**

<b>Blank (B226079-BLK1)</b>				Prepared: 03/04/22 Analyzed: 03/07/22					
Arsenic	< 5.00	mg/kg wet							
Barium	< 1.00	mg/kg wet							
Cadmium	< 0.500	mg/kg wet							
Chromium	< 0.500	mg/kg wet							



QC SAMPLE RESULTS

Parameter	Result	Unit	Qual	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<b>Batch B226079 - 04 SW 3050B - EPA 6010B</b>									
<b>Blank (B226079-BLK1)</b> Prepared: 03/04/22 Analyzed: 03/07/22									
Lead	< 4.00	mg/kg wet							
Selenium	< 0.979	mg/kg wet							
Silver	< 0.500	mg/kg wet							
<b>LCS (B226079-BS1)</b> Prepared: 03/04/22 Analyzed: 03/07/22									
Arsenic	20.2	mg/kg wet		20.00		101	80-120		
Barium	21.0	mg/kg wet		20.00		105	80-120		
Cadmium	20.2	mg/kg wet		20.00		101	80-120		
Chromium	20.0	mg/kg wet		20.00		100	80-120		
Lead	19.6	mg/kg wet		20.00		98	80-120		
Selenium	19.5	mg/kg wet		20.00		97	80-120		
Silver	4.98	mg/kg wet		5.000		100	80-120		
<b>Matrix Spike (B226079-MS1)</b> Sample: FC00947-01 Prepared: 03/04/22 Analyzed: 03/07/22									
Arsenic	24.5	mg/kg dry		15.97	10.0	90	75-125		
Barium	70.2	mg/kg dry		15.97	56.6	85	75-125		
Cadmium	13.2	mg/kg dry		15.97	0.417	80	75-125		
Chromium	26.4	mg/kg dry		15.97	12.2	89	75-125		
Lead	66.1	mg/kg dry		15.97	56.4	61	75-125		
Selenium	14.1	mg/kg dry		15.97	ND	89	75-125		
Silver	3.45	mg/kg dry		3.994	ND	86	75-125		
<b>Matrix Spike Dup (B226079-MSD1)</b> Sample: FC00947-01 Prepared: 03/04/22 Analyzed: 03/07/22									
Arsenic	23.6	mg/kg dry		16.20	10.0	84	75-125	3	20
Barium	72.8	mg/kg dry		16.20	56.6	100	75-125	4	20
Cadmium	13.3	mg/kg dry		16.20	0.417	79	75-125	0.3	20
Chromium	26.4	mg/kg dry		16.20	12.2	88	75-125	0.1	20
Lead	62.2	mg/kg dry		16.20	56.4	36	75-125	6	20
Selenium	13.5	mg/kg dry		16.20	ND	83	75-125	5	20
Silver	3.42	mg/kg dry		4.049	ND	84	75-125	1	20
<b>Post Spike (B226079-PS1)</b> Sample: FC00947-01 Prepared: 03/04/22 Analyzed: 03/07/22									
Lead	0.907	mg/L		0.2000	0.774	67	80-120		
<b>Batch B226109 - 04-No Prep WC Solid - SM 2540G</b>									
<b>Blank (B226109-BLK1)</b> Prepared & Analyzed: 03/04/22									
Solids - total solids (TS)	< 0.050	%							
<b>Duplicate (B226109-DUP1)</b> Sample: FC00880-01 Prepared & Analyzed: 03/04/22									
Solids - total solids (TS)	83.6	%			82.5			1	20
<b>Batch B226118 - 04 SW 3010A TCLP - EPA 6010B</b>									
<b>Blank (B226118-BLK1)</b> Prepared & Analyzed: 03/07/22									
Chromium	< 0.00500	mg/L							
<b>LCS (B226118-BS1)</b> Prepared & Analyzed: 03/07/22									
Chromium	0.200	mg/L		0.2000		100	80-120		
<b>Matrix Spike (B226118-MS1)</b> Sample: FB03396-14 Prepared & Analyzed: 03/07/22									
Chromium	0.199	mg/L		0.2000	0.00111	99	75-125		
<b>Matrix Spike (B226118-MS2)</b> Sample: FB03636-01 Prepared & Analyzed: 03/07/22									





QC SAMPLE RESULTS

Parameter	Result	Unit	Qual	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
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**Batch B226118 - 04 SW 3010A TCLP - EPA 6010B**

<b>Matrix Spike (B226118-MS2)</b>	<b>Sample: FB03636-01</b>			Prepared & Analyzed: 03/07/22					
Chromium	0.199	mg/L		0.2000	0.00112	99	75-125		
<b>Matrix Spike (B226118-MS3)</b>	<b>Sample: FB04374-01</b>			Prepared & Analyzed: 03/07/22					
Chromium	0.198	mg/L		0.2000	0.00148	98	75-125		
<b>Matrix Spike (B226118-MS4)</b>	<b>Sample: FC00948-01</b>			Prepared & Analyzed: 03/07/22					
Chromium	0.197	mg/L		0.2000	0.00103	98	75-125		
<b>Matrix Spike (B226118-MS5)</b>	<b>Sample: FC00948-02</b>			Prepared & Analyzed: 03/07/22					
Chromium	0.198	mg/L		0.2000	0.000842	99	75-125		
<b>Matrix Spike Dup (B226118-MSD1)</b>	<b>Sample: FB03396-14</b>			Prepared & Analyzed: 03/07/22					
Chromium	0.199	mg/L		0.2000	0.00111	99	75-125	0.05	20

**Batch B226161 - 04 SW 3550 (625/8270) - EPA 8270C**

<b>Blank (B226161-BLK1)</b>	Prepared & Analyzed: 03/07/22								
Acenaphthene	< 0.333	mg/kg wet							
Anthracene	< 0.333	mg/kg wet							
Benzo(a)anthracene	< 0.333	mg/kg wet							
Benzo(b)fluoranthene	< 0.333	mg/kg wet							
Benzo(k)fluoranthene	< 0.333	mg/kg wet							
Benzo(a)pyrene	< 0.0600	mg/kg wet							
Benzoic Acid	< 0.333	mg/kg wet							
Bis(2-chloroethyl) ether	< 0.333	mg/kg wet							
Bis(2-ethylhexyl) phthalate	< 0.333	mg/kg wet							
Butyl benzyl phthalate	< 0.333	mg/kg wet							
Carbazole	< 0.333	mg/kg wet							
4-Chloroaniline	< 0.333	mg/kg wet							
2-Chlorophenol	< 0.333	mg/kg wet							
Chrysene	< 0.333	mg/kg wet							
Di-n-butyl phthalate	< 0.333	mg/kg wet							
Di-n-octyl phthalate	< 0.333	mg/kg wet							
Dibenzo(a,h)anthracene	< 0.0600	mg/kg wet							
3,3'-Dichlorobenzidine	< 0.00660	mg/kg wet							
2,4-Dichlorophenol	< 0.333	mg/kg wet							
Diethyl phthalate	< 0.200	mg/kg wet							
2,4-Dimethylphenol	< 0.333	mg/kg wet							
2,4-Dinitrophenol	< 0.150	mg/kg wet							
2,4-Dinitrotoluene	< 0.100	mg/kg wet							
2,6-Dinitrotoluene	< 0.100	mg/kg wet							
Fluoranthene	< 0.333	mg/kg wet							
Fluorene	< 0.333	mg/kg wet							
Hexachlorobenzene	< 0.100	mg/kg wet							
Hexachlorocyclopentadiene	< 0.333	mg/kg wet							
Hexachloroethane	< 0.200	mg/kg wet							
Indeno(1,2,3-cd)pyrene	< 0.333	mg/kg wet							
Isophorone	< 0.333	mg/kg wet							
2-Methylphenol	< 0.333	mg/kg wet							



QC SAMPLE RESULTS

Parameter	Result	Unit	Qual	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<b>Batch B226161 - 04 SW 3550 (625/8270) - EPA 8270C</b>									
<b>Blank (B226161-BLK1)</b>				Prepared & Analyzed: 03/07/22					
Naphthalene	< 0.333	mg/kg wet							
Nitrobenzene	< 0.0750	mg/kg wet							
N-Nitrosodi-n-propylamine	< 0.000360	mg/kg wet							
N-Nitrosodiphenylamine	< 0.333	mg/kg wet							
Pentachlorophenol	< 0.000930	mg/kg wet							
Phenol	< 0.333	mg/kg wet							
Pyrene	< 0.333	mg/kg wet							
1,2,4-Trichlorobenzene	< 0.333	mg/kg wet							
2,4,5-Trichlorophenol	< 0.333	mg/kg wet							
2,4,6-Trichlorophenol	< 0.100	mg/kg wet							
Surrogate: 2-Fluorobiphenyl	0.423	mg/kg wet		0.6660		64	35-110		
Surrogate: 2-Fluorophenol	0.383	mg/kg wet		0.6660		57	23.7-109		
Surrogate: Nitrobenzene-d5	0.374	mg/kg wet		0.6660		56	33.2-105		
Surrogate: Phenol-d6	0.369	mg/kg wet		0.6660		55	28.5-106		
Surrogate: 4-Terphenyl-d14	0.452	mg/kg wet		0.6660		68	33.4-130		
Surrogate: 2,4,6-Tribromophenol	0.397	mg/kg wet		0.6660		60	18.9-143		
<b>LCS (B226161-BS1)</b>				Prepared & Analyzed: 03/07/22					
Acenaphthene	1.01	mg/kg wet		1.331		76	45.4-98.8		
2-Chlorophenol	0.949	mg/kg wet		1.331		71	43.6-101		
2,4-Dinitrotoluene	1.08	mg/kg wet		1.331		81	43.8-104		
N-Nitrosodi-n-propylamine	0.868	mg/kg wet		1.331		65	45.3-98.7		
Pentachlorophenol	0.802	mg/kg wet		1.331		60	28.9-125		
Phenol	0.905	mg/kg wet		1.331		68	41.9-104		
Pyrene	0.953	mg/kg wet		1.331		72	43.2-102		
1,2,4-Trichlorobenzene	1.04	mg/kg wet		1.331		78	42.8-97.6		
Surrogate: 2-Fluorobiphenyl	0.550	mg/kg wet		0.6653		83	35-110		
Surrogate: 2-Fluorophenol	0.447	mg/kg wet		0.6653		67	23.7-109		
Surrogate: Nitrobenzene-d5	0.464	mg/kg wet		0.6653		70	33.2-105		
Surrogate: Phenol-d6	0.429	mg/kg wet		0.6653		64	28.5-106		
Surrogate: 4-Terphenyl-d14	0.556	mg/kg wet		0.6653		84	33.4-130		
Surrogate: 2,4,6-Tribromophenol	0.567	mg/kg wet		0.6653		85	18.9-143		
<b>Matrix Spike (B226161-MS1)</b>				Sample: FC00880-01 Prepared & Analyzed: 03/07/22					
Acenaphthene	1.16	mg/kg dry		1.612	ND	72	32.1-122		
2-Chlorophenol	1.11	mg/kg dry		1.612	ND	69	34.8-108		
2,4-Dinitrotoluene	1.24	mg/kg dry		1.612	ND	77	20.2-123		
N-Nitrosodi-n-propylamine	0.987	mg/kg dry		1.612	ND	61	18-126		
Pentachlorophenol	0.888	mg/kg dry		1.612	ND	55	10-150		
Phenol	1.07	mg/kg dry		1.612	ND	66	28.2-114		
Pyrene	1.19	mg/kg dry		1.612	ND	74	21.4-142		
1,2,4-Trichlorobenzene	1.19	mg/kg dry		1.612	ND	74	37.3-107		
Surrogate: 2-Fluorobiphenyl	0.490	mg/kg dry		0.8059		61	35-110		
Surrogate: 2-Fluorophenol	0.555	mg/kg dry		0.8059		69	23.7-109		
Surrogate: Nitrobenzene-d5	0.432	mg/kg dry		0.8059		54	33.2-105		
Surrogate: Phenol-d6	0.541	mg/kg dry		0.8059		67	28.5-106		



QC SAMPLE RESULTS

Parameter	Result	Unit	Qual	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<b><u>Batch B226161 - 04 SW 3550 (625/8270) - EPA 8270C</u></b>									
<b>Matrix Spike (B226161-MS1)</b>	<b>Sample: FC00880-01</b>			Prepared & Analyzed: 03/07/22					
Surrogate: 4-Terphenyl-d14	0.528	mg/kg dry		0.8059		66	33.4-130		
Surrogate: 2,4,6-Tribromophenol	0.732	mg/kg dry		0.8059		91	18.9-143		
<b>Matrix Spike Dup (B226161-MSD1)</b>	<b>Sample: FC00880-01</b>			Prepared & Analyzed: 03/07/22					
Acenaphthene	1.21	mg/kg dry		1.615	ND	75	32.1-122	4	20
2-Chlorophenol	1.19	mg/kg dry		1.615	ND	73	34.8-108	7	50
2,4-Dinitrotoluene	1.32	mg/kg dry		1.615	ND	82	20.2-123	6	45
N-Nitrosodi-n-propylamine	1.02	mg/kg dry		1.615	ND	63	18-126	4	40
Pentachlorophenol	0.944	mg/kg dry		1.615	ND	58	10-150	6	50
Phenol	1.15	mg/kg dry		1.615	ND	71	28.2-114	7	35
Pyrene	1.23	mg/kg dry		1.615	ND	76	21.4-142	3	35
1,2,4-Trichlorobenzene	1.24	mg/kg dry		1.615	ND	77	37.3-107	4	20
Surrogate: 2-Fluorobiphenyl	0.577	mg/kg dry		0.8075		71	35-110		
Surrogate: 2-Fluorophenol	0.575	mg/kg dry		0.8075		71	23.7-109		
Surrogate: Nitrobenzene-d5	0.503	mg/kg dry		0.8075		62	33.2-105		
Surrogate: Phenol-d6	0.568	mg/kg dry		0.8075		70	28.5-106		
Surrogate: 4-Terphenyl-d14	0.608	mg/kg dry		0.8075		75	33.4-130		
Surrogate: 2,4,6-Tribromophenol	0.760	mg/kg dry		0.8075		94	18.9-143		
<b><u>Batch B226177 - 04-SW 7471A - SW 7471</u></b>									
<b>Blank (B226177-BLK1)</b>				Prepared: 03/07/22 Analyzed: 03/08/22					
Mercury	< 0.0400	mg/kg wet							
<b>LCS (B226177-BS1)</b>				Prepared: 03/07/22 Analyzed: 03/08/22					
Mercury	1.01	mg/kg wet		1.000		101	80-120		
<b>Matrix Spike (B226177-MS1)</b>	<b>Sample: FC00947-02</b>			Prepared: 03/07/22 Analyzed: 03/08/22					
Mercury	1.12	mg/kg dry		1.151	0.0238	95	75-125		
<b>Matrix Spike Dup (B226177-MSD1)</b>	<b>Sample: FC00947-02</b>			Prepared: 03/07/22 Analyzed: 03/08/22					
Mercury	1.21	mg/kg dry		1.243	ND	98	75-125	8	20



NOTES

Specifications regarding method revisions, method modifications, and calculations used for analysis are available upon request. Please contact your project manager.

\* Not a TNI accredited analyte

Certifications

CHI - McHenry, IL - 4314-A W. Crystal Lake Road, McHenry, IL 60050

TNI Accreditation for Drinking Water and Wastewater Fields of Testing through IL EPA Accreditation No. 100279

Illinois Department of Public Health Bacterial Analysis in Drinking Water Approved Laboratory Registry No. 17556

PIA - Peoria, IL - 2231 W. Altorfer Drive, Peoria, IL 61615

TNI Accreditation for Drinking Water, Wastewater, Solid and Hazardous Material Fields of Testing through IL EPA Accreditation No. 100230

Illinois Department of Public Health Bacterial Analysis in Drinking Water Approved Laboratory Registry No. 17553

Drinking Water Certifications/Accreditations: Iowa (240); Kansas (E-10338); Missouri (870)

Wastewater Certifications/Accreditations: Arkansas (88-0677); Iowa (240); Kansas (E-10338)

Solid and Hazardous Material Certifications/Accreditations: Arkansas (88-0677); Iowa (240); Kansas (E-10338)

SPMO - Springfield, MO - 1805 W Sunset Street, Springfield, MO 65807

USEPA DMR-QA Program

STL - Hazelwood, MO - 944 Anglum Rd, Hazelwood, MO 63042

TNI Accreditation for Wastewater, Solid and Hazardous Material Fields of Testing through KS KDHE Certification No. E-10389

TNI Accreditation for Wastewater, Solid and Hazardous Material Fields of Testing through IL EPA Accreditation No. - 200080

Illinois Department of Public Health Bacterial Analysis in Drinking Water Approved Laboratory, Registry No. 171050

Missouri Department of Natural Resources - Certificate of Approval for Microbiological Laboratory Service - No. 1050

Qualifiers

Mrl Reporting limit set between LOQ and MDL

X The CCV spike recovery is outside the lower QC limits. Sample confirmed ND by analysis of standard at the reporting limit.

Certified by: Michael Austin, Project Manager





REGULATORY PROGRAM (circle - if applicable)	NPDES
MORBCA	RCRA
<u>CCDD</u>	TACO: RES OR IND/COMM

ALL HIGHLIGHTED AREAS MUST BE COMPLETED BY CLIENT (PLEASE PRINT)

1 CLIENT <b>Rubino Engineering Inc.</b>	PROJECT NUMBER <b>G21.254</b>	PROJECT LOCATION <b>Lisle IL</b>		PURCHASE ORDER #			3 ANALYSIS REQUESTED <b>VOC's SVOC's RCRA metals TCLP Chromium</b>	4 (FOR LAB USE ONLY) LOGIN # <b>FC00948</b> LOGGED BY: _____ CLIENT: _____ PROJECT: _____ PROJ. MGR.: _____ CUSTODY SEAL #: _____
	ADDRESS <b>425 Shepard Dr.</b>	PHONE NUMBER <b>847-391-1555</b>	E-MAIL <b>Anthony@rubinoeng.com</b>	DATE SHIPPED				
	CITY STATE ZIP <b>Elgin IL 60123</b>	SAMPLER (PLEASE PRINT) <b>Parth Patel</b>	MATRIX TYPES: WW- WASTEWATER DW- DRINKING WATER GW- GROUND WATER WWSL- SLUDGE NAS- NON AQUEOUS SOLID LCHT- LEACHATE OIL- OIL SO- SOIL SOL- SOLID					
	CONTACT PERSON <b>Anthony Tomaras</b>	SAMPLER'S SIGNATURE <b>Parth Patel</b>						
2 SAMPLE DESCRIPTION (UNIQUE DESCRIPTION AS IT WILL APPEAR ON THE ANALYTICAL REPORT)	DATE COLLECTED	TIME COLLECTED	SAMPLE TYPE GRAB COMP	MATRIX TYPE	BOTTLE COUNT	PRES CODE CLIENT PROVIDED	REMARKS	
<b>E-01</b>	<b>3/2/22</b>	<b>1020</b>	<b>X</b>	<b>SO</b>	<b>5</b>			
<b>E-02</b>	<b>3/2/22</b>	<b>1100</b>	<b>X</b>	<b>SO</b>	<b>5</b>			

CHEMICAL PRESERVATION CODES: 1 - HCL 2 - H2SO4 3 - HNO3 4 - NAOH 5 - NA2S2O3 6 - UNPRESERVED 7 - OTHER

5 TURNAROUND TIME REQUESTED (PLEASE CIRCLE) NORMAL RUSH  
(RUSH TAT IS SUBJECT TO PDC LABS APPROVAL AND SURCHARGE)  
RUSH RESULTS VIA (PLEASE CIRCLE) EMAIL PHONE  
EMAIL IF DIFFERENT FROM ABOVE: \_\_\_\_\_ PHONE # IF DIFFERENT FROM ABOVE: \_\_\_\_\_

6 I understand that by initialing this box I give the lab permission to proceed with analysis, even though it may not meet all sample conformance requirements as defined in the receiving facility's Sample Acceptance Policy and the data will be qualified. Qualified data may NOT be acceptable to report to all regulatory authorities.  
PROCEED WITH ANALYSIS AND QUALIFY RESULTS: (INITIALS) \_\_\_\_\_

7 RELINQUISHED BY: (SIGNATURE) <b>Parth Patel</b>	DATE <b>3/3/22</b>	TIME <b>10:27</b>	RECEIVED BY: (SIGNATURE) <b>[Signature]</b>	DATE <b>3/3/22</b>	TIME <b>10:27</b>
RELINQUISHED BY: (SIGNATURE) <b>[Signature]</b>	DATE <b>3/3/22</b>	TIME	RECEIVED BY: (SIGNATURE) <b>[Signature]</b>	DATE <b>3/4/22</b>	TIME <b>7:20</b>
RELINQUISHED BY: (SIGNATURE) <b>[Signature]</b>	DATE <b>3/4/22</b>	TIME <b>10:15</b>	RECEIVED BY: (SIGNATURE) <b>Jim Clark</b>	DATE <b>3/4/22</b>	TIME <b>10:15</b>

8 COMMENTS: (FOR LAB USE ONLY)  
SAMPLE TEMPERATURE UPON RECEIPT **3.3** °C  
CHILL PROCESS STARTED PRIOR TO RECEIPT SAMPLE(S) RECEIVED ON ICE  
SAMPLE ACCEPTANCE NONCONFORMANT REPORT IS NEEDED Y OR N  
DATE AND TIME TAKEN FROM SAMPLE BOTTLE \_\_\_\_\_

[Faint, illegible handwritten notes and scribbles covering most of the page]

1/2 mile from  
 [illegible]  
 [illegible]

[illegible]  
 [illegible]

[illegible]  
 [illegible]



## AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012

Revised: April 1, 2022

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 (ASI).

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

Item	Article/Section
(a) Coarse Aggregate .....	1004.07
(b) Reclaimed Asphalt Pavement (RAP) .....	1031.09

**303.03 Equipment.** The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.

**303.04 Soil Preparation.** The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department’s “Subgrade Stability Manual” for the aggregate thickness specified.

**303.05 Placing and Compacting.** The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate 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.

**303.06 Finishing and Maintenance.** 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.



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

**303.08 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) 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:

**“1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI).** 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. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.

(b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.

(c) Gradation.

(1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

COARSE AGGREGATE SUBGRADE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	8”	6”	4”	2”	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)					
Grad No.	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

(2) Capping aggregate shall be gradation CA 6 or CA 10.”

Add the following to Article 1031.09 of the Standard Specifications:

“(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

- (1) The testing requirements of Article 1031.03 shall not apply.
- (2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).
- (3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of  $\pm 2.0$  percent of the actual quantity of material delivered.”

80274

## **BLENDED FINELY DIVIDED MINERALS (BDE)**

Effective: April 1, 2021

Revise the second paragraph of Article 1010.01 of the Standard Specifications to read:

“Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06.”

Add the following article to Section 1010 of the Standard Specifications:

**“1010.06 Blended Finely Divided Minerals.** Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

- (a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.
- (b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer’s designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards.”

80436

## COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13.”

Revise Article 108.04(b) of the Standard Specifications to read:

“(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item.”

Revise Article 109.09(f) of the Standard Specifications to read:

“(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

**“109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
  - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

## CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit



device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: March 2, 2019

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined 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, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 21 % 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 enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:  
<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. 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. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. This means 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 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 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 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 the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines 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 will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.

- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "[DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov)" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. 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 reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person 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 reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
  
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
  
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.



- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at [DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov).
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) 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) The DBE is aware 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) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor 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 subcontractor 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 Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the 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 will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) FINAL PAYMENT. 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 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be

made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of “Good Faith Effort Procedures” of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

80029

**HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)**

Effective: November 1, 2022

Add the following after the second sentence in the eighth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“If rain is forecasted and traffic is to be on the LJS or if pickup/tracking of the LJS material is likely, the LJS shall be covered immediately following its application with FA 20 fine aggregate mechanically spread uniformly at a rate of  $1.5 \pm 0.5$  lb/sq yd ( $0.75 \pm 0.25$  kg/sq m). Fine aggregate landing outside of the LJS shall be removed prior to application of tack coat.”

Add the following after the first sentence in the ninth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“LJS half-width shall be applied at a width of  $9 \pm 1$  in. ( $225 \pm 25$  mm) in the immediate lane to be placed with the outside edge flush with the joint of the next HMA lift. The vertical face of any longitudinal joint remaining in place shall also be coated.”

Add the following after the eleventh paragraph of Article 406.06(h)(2):

“LJS Half-Width Application Rate, lb/ft (kg/m) <sup>1/</sup>			
Lift Thickness, in. (mm)	Coarse Graded Mixture (IL-19.0, IL-19.0L, IL-9.5, IL-9.5L, IL-4.75)	Fine Graded Mixture (IL-9.5FG)	SMA Mixture (SMA-9.5, SMA-12.5)
3/4 (19)	0.44 (0.66)		
1 (25)	0.58 (0.86)		
1 1/4 (32)	0.66 (0.98)	0.44 (0.66)	
1 1/2 (38)	0.74 (1.10)	0.48 (0.71)	0.63 (0.94)
1 3/4 (44)	0.82 (1.22)	0.52 (0.77)	0.69 (1.03)
2 (50)	0.90 (1.34)	0.56 (0.83)	0.76 (1.13)
$\geq 2 \frac{1}{4}$ (60)	0.98 (1.46)		

1/ The application rate includes a surface demand for liquid. The thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application, provided the correct width and application rate are maintained.”

Add the following to the end of the second paragraph of Article 406.14 of the Standard Specifications:

“Longitudinal joint sealant (LJS) half-width will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT, HALF-WIDTH.”

## PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

**“1032.05 Performance Graded Asphalt Binder.** These materials will be accepted according to the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.” The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

- (a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, $\Delta T_c$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

- (b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.”

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

- (1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

- (2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign 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 “Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates” or AASHTO PP 74 “Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method”, 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

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders		
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

- (3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified



asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: \*.SPA, \*.SPG, \*.IRD, \*.IFG, \*.CSV, \*.SP, \*.IRS, \*.GAML, \*. [0-9], \*.IGM, \*.ABS, \*.DRT, \*.SBM, \*.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Test	Asphalt Grade	
	SM PG 46-28	SM PG 46-34
	SM PG 52-28	SM PG 52-34
	SM PG 58-22	SM PG 58-28
	SM PG 64-22	
Small Strain Parameter (AASHTO PP 113) BBR, $\Delta T_c$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.	
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, $\Delta G^* _{peak}$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %	

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

“(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
  - 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % <sup>1/ 2/</sup>			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	--	--	25
IL-4.75	--	--	35

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.”

Add the following to the end of Note 2 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 shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ±0.40 percent.”

## **SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)**

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

“The final manufacturing process for construction materials and the immediately preceding manufacturing stage for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply that is or consists primarily of the following.

- (a) Non-ferrous metals;
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optic glass);
- (d) Lumber;
- (e) Drywall.

Items consisting of two or more of the listed construction materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process shall be exempt.”

80448

## **SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)**

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

**“109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.**  
The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor’s submitted DBE utilization plan.

The report shall be made through the Department’s on-line subcontractor payment reporting system within 21 days of making the payment.”

80397

## **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

80391

## **SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

Revised: November 1, 2022

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

### **“STATEMENTS AND PAYROLLS**

The payroll records shall include the worker’s name, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, and the worker’s starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

STATE CONTRACTS. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

- “3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an

identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

80437

## **TRAINING SPECIAL PROVISIONS (BDE)**

Effective: October 15, 1975

Revised: September 2, 2021

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. In the event the Contractor subcontracts a portion of the contract work, it 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 ensure 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 it employs 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 it 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 or she has successfully completed a training course leading to journeyman status or in which he or she 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 Employment Training Administration shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting its performance under this Training Special Provision.

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

20338

## **VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

80439

## **WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: November 1, 2021

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 Sunday through Saturday 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

## WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports ..... 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

80427

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 35 working days.

80071

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. 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 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, 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 Administrator for determination. The 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 (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records (29 CFR 5.5)**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 29 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

**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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 (29 CFR 5.5)**

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**

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

**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 currently provided in 29 CFR 5.5(b)(2)\* 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or 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 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. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### **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. 2 CFR 180.220 and 1200.220.

#### **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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

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## **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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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**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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

## Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

