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Letting November 17, 2023

Notice to Bidders, Specifications and Proposal



**Contract No. 61J85
DUPAGE County
Section 21-00073-00-RS (Glendale Heights)
Route FAU 1379 (Fullerton Avenue)
Project 1QRB-658 ()
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. November 17, 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. 61J85
DUPAGE County
Section 21-00073-00-RS (Glendale Heights)
Project 1QRB-658 ()
Route FAU 1379 (Fullerton Avenue)
District 1 Construction Funds**

Resurfacing Fullerton Avenue from Schmale Road to Bloomingdale Road in Glendale Heights.

- 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

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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LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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BDE SPECIAL PROVISIONS

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

<u>File 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	172	<input checked="" type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192		<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2023
80173	175	<input checked="" 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	177	<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
80449	178	<input checked="" type="checkbox"/> Cement, Type II	Aug. 1, 2023	
80384	179	<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	
* 80453		<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
80261	183	<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	186	<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
* 80452		<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
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		<input type="checkbox"/> Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
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
80450		<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
80441	196	<input checked="" type="checkbox"/> Performance Graded Asphalt Binder	Jan 1, 2023	
80451	201	<input checked="" type="checkbox"/> Portland Cement Concrete	Aug. 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	203	<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	202	<input checked="" type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	204	<input checked="" type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	205	<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	207	<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	210	<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	211	<input checked="" type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
* 80454		<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
80427	212	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
80071		<input 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 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedure of Materials" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2023, indicated on the Check Sheet included herein; all of which apply to and govern the construction of Fullerton Avenue Resurfacing Project, Section Number 21-00073-00-RS, Project Number 1QRB(658), Contract Number 61J85 in Glendale Heights, DuPage County, Illinois.

These Special Provisions included herein apply to and govern the proposed improvement designated and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern.

LOCATION OF PROJECT

These improvements are located in the Village of Glendale Heights, DuPage County, Illinois along Fullerton Avenue (FAU 1379) from Schmale Road (FAU 2566) to Bloomingdale Road (FAU 364). The net length is 5,284 linear feet (1.00 miles) and gross length is 5,284 linear feet (1.00 miles).

PROJECT DESCRIPTION

The work consists of curb and gutter removal and replacement, hot-mix asphalt surface removal, P.C.C. sidewalk removal and replacement, driveway removal and replacement, hot-mix asphalt surface course, hot-mix asphalt binder course, pavement striping, landscaping restoration, storm sewer removal and replacement, and all collateral work necessary to complete the project as shown on the plans and as described herein.

PERMITS

Schmale Road and Bloomingdale Road are in DuPage County right-of-way and the CONTRACTOR will be required to secure a Highway Permit Bond with DuPage County for all work located within their right-of-way. The Highway Permit Bond shall be in the amount of \$69,870.00. All costs to furnish and secure this Highway Permit Bond shall be included in the cost of MOBILIZATION.

COMPLETION DATE PLUS WORKING DAYS (D1)

Effective: September 30, 1985

Revised: January 1, 2007

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, **June 3, 2024** except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within **10** working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

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

DUPAGE COUNTY –DIVISION OF TRANSPORTATION GENERAL NOTES AND SPECIFICATIONS

The following DuPage County –Division of Transportation General Notes and Specifications shall be included in the contract when a DuPage County Highway Permit is required for the project:

1. Daily lane closures within County rights-of-way are permitted between 9:00 a.m. and 4:00 p.m. ONLY. Traffic control shall conform to IDOT's Highway Standards and the Manual for Uniform Traffic Control Devices at all times during construction. Traffic control shall include advance warning lane closure signage, an arrow board and Type I barricades with steady burn lights and sandbags, as is applicable. Lane closures are not permitted on County roadways during snowfall or within 2 hours prior to predicted snowfall or precipitation conditions between November 15 and April 15 for maintenance of the roadway pavement by County Highway Maintenance Department staff and equipment.
2. Disturbed areas of the County's right-of-way shall be dressed with a minimum of 6" topsoil and sod (salt tolerant and staked in place).
3. Erosion control measures shall comply with the minimum requirements of the DuPage County Stormwater and Floodplain Ordinance (latest edition/revision) specifications at all times.
4. Pavement, curb/gutter and storm structures shall be maintained free of mud/debris at all times and shall be cleaned as is required and/or as directed by DuPage County.
5. Equipment and materials may NOT be stored within the County's rights-of-way.
6. Contact DuPage County (630/407-6900) a minimum of 48 hours prior to the start of construction, to arrange for inspections and at the completion of the described work.
7. The DuPage County Division of Transportation maintains traffic signal and related equipment within the vicinity of the project. Contact the department (630/407-6900) a minimum of 48 hours prior to the start of construction within the County's right-of-way and within 300' of any County maintained signal. The County's traffic signals and related equipment are NOT on the J.U.L.I.E. system.
8. Traffic signal detection loops shall be installed in the binder-course, prior to placement of the final HMA surface, where applicable.
9. All pavement markings at the intersections with County Highways shall be thermoplastic.
10. Open-cutting of the County's roadway pavement is strictly prohibited without the express written permission of the County Engineer or the duly authorized assign.

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.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

Pre-Stage

No conflicts to be resolved.

Stage 1

No conflicts to be resolved.

Stage 2

No conflicts to be resolved.

Pre-Stage: 0 Days Total Installation
Stage 1: 0 Days Total Installation
Stage 2: 0 Days Total Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
AT&T (Distribution)	Jamel McGinnis	(630) 573-5450	G11629@att.com
Comcast	Martha Gieras	(224) 229-5862	Martha_gieras@cable.comcast.com
ComEd	Lisa Argast	(630) 576-7094	PlanSubmittalsandMapRequests@exeloncorp.com
DuPage County Division of Transportation	Jeremy Lee	(630) 407-6900	Jeremy.lee@dupageco.org
DuPage Water Commission	Ken Niles	(630) 516-1932	niles@dpwc.org
MCI-Verizon	ASG- Investigations-Team		ASG.Investigationsteam@ASGInc.us
Nicor Gas	Charles "Chip" Parrott	(630) 338-3319	cparrot@southernco.com

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.

Pre-Stage

No facilities require extra consideration.

Stage 1

No facilities require extra consideration.

Stage 2

No facilities requiring extra consideration.

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
AT&T (Distribution)	Jamel McGinnis	(630) 573-5450	G11629@att.com
Comcast	Martha Gieras	(224) 229-5862	Martha_gieras@cable.comcast.com
ComEd	Lisa Argast	(630) 576-7094	PlanSubmittalsandMapRequests@exeloncorp.com
DuPage County Division of Transportation	Jeremy Lee	(630) 407-6900	Jeremy.lee@dupageco.org
DuPage Water Commission	Ken Niles	(630) 516-1932	niles@dpwc.org
MCI-Verizon	ASG- Investigations-Team		ASG.Investigationsteam@ASGInc.us
Nicor Gas	Charles "Chip" Parrott	(630) 338-3319	cparrot@southernco.com

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 considered 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 above 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 duration 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 when necessary. The Department's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

TRAFFIC CONTROL PLAN

Traffic Control shall be in accordance with the applicable sections of the Standard 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 Specification 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.

The Contractor shall contact the Village of Glendale Heights Public Works (Telephone: (630) 260-6040) at least 72 hours in advance of beginning work.

STANDARDS: 701006-05, 701301-04, 701311-03, 701501-06, 701502-09, 701701-10, 701801-06, 701901-08

DETAILS: Traffic Control and Protection for Sideroads, Intersections and Driveways (TC-10); District One Typical Pavement Marking (TC-13); Short Term Pavement Marking Letters and Symbols (TC-16), Arterial Road Information Sign (TC-22)

SPECIAL PROVISIONS: Maintenance for Roadways (D1), Work Zone Traffic Control Surveillance (LRS 3), Public Convenience and Safety (D1), Keeping Arterial Roadways Open to Traffic (Lane Closures Only), Temporary Information Signing, Pavement and Shoulder Resurfacing (Recurr. CS #13), Vehicle and Equipment Warning Lights (BDE), and Work Zone Traffic Control Devices (BDE).

Fresh Oil signs (W21-2(O)) shall be posted at both ends of the roadway and all side streets as directed by the Engineer. This work shall be included in the cost of the appropriate Traffic Control and Protection pay items.

MAINTENANCE OF ROADWAYS (D1)

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that the CONTRACTOR begins work on this project, he 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 this work will be provided by the CONTRACTOR as required by the ENGINEER.

If items of work have not been provided for 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.

PUBLIC CONVENIENCE AND SAFETY

In addition to the requirements of Article 107.09 of the STANDARD SPECIFICATIONS, the CONTRACTOR shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

The CONTRACTOR is to plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

During all construction operations, the CONTRACTOR will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control.

All provisions relating to traffic control, signage, barricades and the use of flagmen shall be subject to the approval of the VILLAGE.

The streets must be kept open to local traffic at all times. If needed this should include the use of flaggers. Failure to keep traffic open will result in an amount of monies to be deducted due to the CONTRACTOR in accordance with Article 105.03 (b) of the STANDARD SPECIFICATIONS.

The CONTRACTOR shall provide a 24-hour emergency response plan (from Time of Notification). If no response, the VILLAGE can hire a CONTRACTOR and then back charge the CONTRACTOR.

The CONTRACTOR must also provide a 24-hour response plan (from Time of Notification). If no response, the VILLAGE can hire a CONTRACTOR and then back charge the CONTRACTOR.

The CONTRACTOR will not be allowed to close any street to through travel without the prior approval of the VILLAGE. The CONTRACTOR will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances to guarantee the safety of motorists and pedestrians during construction. This work will not be paid for separately but shall be considered as incidental to the Contract and no extra compensation will be allowed.

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.

VANDALISM

Special attention is called to Article 107.30 of the STANDARD SPECIFICATIONS. Any defaced work shall be corrected or replaced by the CONTRACTOR at his/her sole expense prior to final payment. The VILLAGE shall cooperate with the CONTRACTOR to minimize vandalism, but the CONTRACTOR shall be ultimately responsible to correct any damage.

SAW CUTTING

All existing pavement, curb and gutter, driveway, and sidewalk to be removed shall be sawcut at neat lines. The Contractor shall sawcut pavement prior to removing curb. All trenches in paved areas shall be sawcut. The concrete saw shall be equipped with a diamond blade of sufficient size to saw pavements full-depth and be capable of accurately maintaining cutting depth.

Basis of Payment. All saw cutting shall be included in the bid price for each respective removal item and no additional compensation for this work shall be made

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.

PROTECTION OF EXISTING TREES

The Contractor shall be responsible for taking measures to minimize damage to the tree limbs, tree trunks, and tree roots at each work site. All such measures shall be included in the contract price for other work except that payment will be made for TEMPORARY FENCE, TREE TRUNK PROTECTION, TREE ROOT PRUNING, and TREE PRUNING.

The Contractor shall coordinate with the village forester or arborist prior to the start of construction to do a walk through and determine which trees or shrubs are to be protected, method of protection, and determine type of work to minimize damage to the tree.

All work, materials and equipment shall conform to Section 201 and 1081 of the Standard Specifications except as modified herein.

A. Earth Saw Cut of Tree Roots (Root Pruning):

1. Whenever proposed excavation falls within a drip-line of a tree, the Contractor shall:
 - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the Engineer through all affected tree roots.
 - b. Root prune to a maximum width of 4-inches using a reciprocating saw blade for cutting tree roots or similar cutting machine. Trenching machines will not be permitted.
 - c. Exercise care not to cut any existing utilities.
 - d. If during construction it becomes necessary to expose tree roots which have not been pre-cut, the Engineer shall be notified and the Contractor shall provide a clean, vertical cut at the proper root location, nearer the tree trunk, as necessary, by means of hand-digging and trimming with chain saw or hand saw. Ripping, shredding, shearing, chopping, or tearing will not be permitted.
 - e. Top Pruning: When thirty percent (30%) or more of the root zone is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.
2. Whenever curb and gutter is removed for replacement, or excavation for removal of or construction of a structure is within the drip line/root zone of a tree, the Contractor shall:
 - a. Root prune 6-inches behind the curbing so as to neatly cut the tree roots.
 - b. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw cut at no additional cost.

- c. Locations where earth saw cutting of tree roots is required will be marked in the field by the Engineer.
3. All root pruning work is to be performed through the services of a licensed arborist to be approved by the Engineer.

Root pruning will be paid for at the contract unit price each for TREE ROOT PRUNING, which price shall be payment for all labor, materials, and equipment.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall include labor, materials, and equipment.

B. Temporary Fence:

1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone".
2. The exact location and establishment of the "tree protection zone" fence shall be approved by the Engineer prior to setting the fence.
3. The fence shall be erected on three sides of the tree at the drip-line of the tree or as determined by the Engineer.
4. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not regarded should be avoided so that unnecessary damage is not done to the existing turf, tree root system ground cover.
5. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

The fence shall be similar to wood lath snow fence (48 inches high), plastic poly-type or and other type of highly visible barrier approved by the Engineer. This fence shall be properly maintained and shall remain up until final restoration unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts. **Utilizing re-bar as a fence post will not be permitted.**

Temporary fence will be paid for at the contract unit price per foot for TEMPORARY FENCE, which price shall include furnishing, installing, maintaining, and removing.

C. Tree Trunk Protection:

1. The Contractor shall erect trunk protection around all trees within the construction area to prevent damage to the trunk of the tree when temporary

fence is not an option before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone".

2. The 2 inch x 8 inch x 8 foot boards shall be banded continuously around the trunk of each tree to prevent scarring of the trees shown on the plans or designated by the Engineer.
3. Multi-stem trees, saplings, and shrubs to be protected within the area of construction, temporary fence may be used for trunk protection.

Tree trunk protection will be paid for at the contract unit price per each for TREE TRUNK PROTECTION), which price shall include furnishing, installing, maintaining, and removing.

C. Tree Limb Pruning:

1. The Contractor shall inspect the work site in advance and arrange with the Village arborist or forester to have any tree limbs pruned that might be damaged by equipment operations at least one week prior to the start of construction. Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.
2. Top Pruning: When thirty percent (30%) or more of the root zone of a tree is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall include labor, materials, and equipment.

D. Removal of Driveway Pavement and Sidewalk:

1. In order to minimize the potential damage to the tree root system(s), the Contractor will not be allowed to operate any construction equipment or machinery within the "tree protection zone" located between the curb or edge of pavement and the right-of-way property line.
2. Sidewalk to be removed in the areas adjacent to the "tree protection zones" shall be removed with equipment operated from the street pavement. Removal shall be done by excavation equipment, or by hand, or a combination of these methods. The method of removal shall be approved by the Engineer prior to commencing any work.
3. Any pavement or pavement related work that is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway area under any circumstances.

E. Backfilling:

1. Prior to placing the topsoil and/or sod, in areas outside the protection zone, the existing ground shall be disked to a depth no greater than one (1”), unless otherwise directed by the Engineer. No grading will be allowed within the drip-line of any tree unless directed by the Engineer.

F. Damages:

1. In the event that a tree not scheduled for removal is injured such that potential irreparable damage may ensure, as determined by the Roadside Development Unit, the Contractor shall be required to remove the damage tree and replace it on a three to one (3:1) basis, at his own expense. The Roadside Development Unit will select replacement trees from the pay items already established in the contract.
2. The Contractor shall place extreme importance upon the protection and care of trees and shrubs which are to remain during all times of this improvement. It is of paramount importance that the trees and shrubs which are to remain are adequately protected by the Contractor and made safe from harm and potential damage from the operations and construction of this improvement. If the Contractor is found to be in violation of storage or operations within the “tree protection zone” or construction activities not approved by the Engineer, a penalty shall be levied against the Contractor with the monies being deducted from the contract. The amount of the penalty shall be two hundred fifty dollars (\$250.00) per occurrence per day.

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.

PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH

Description. This work shall consist of placing Portland Cement concrete sidewalk on a compacted subbase and shall be performed in accordance with Sections 311 and 424 of the STANDARD SPECIFICATIONS with the following alterations.

The CONTRACTOR shall place embankment or excavate in accordance with Sections 202 and 205 of the STANDARD SPECIFICATIONS in order to achieve the finished grades shown on the plans, or as directed by the ENGINEER.

Sidewalks shall be placed on 5-inches of Subbase Granular Material, Type B for new sidewalks and 2 inches of Subbase Granular Material for replacing existing sidewalk. Expansion joints shall be placed at intervals of not more than 50 feet. At residential driveway apron locations, the depth of concrete shall be increased to 6-inches (8-inches for commercial driveways).

Adjustment of any valve boxes and domestic water service boxes needed to accommodate the proposed sidewalk shall be included in this pay item.

The Contractor is responsible for providing access to all residents during the period for which the sidewalk is removed.

All embankment and/or excavation (including work for construction of widened sidewalks and side curbs), the Subbase Granular Material, Type B, the thickened concrete through driveways, and the adjustment of valve and water boxes will not be paid for separately but shall be considered included in the cost of this item.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment.

DETECTABLE WARNINGS

Description. This work shall consist of installing detectable warnings at locations shown on the plans or as directed by the Engineer.

Materials. The Contractor shall install the Engineered Polymer Composite Replaceable Cast in Place Detectable Warning Plates manufactured by ADA Solutions (Phone: 800-372-0519). Other acceptable manufacturers are Access Tile, Armor Tile, or Tuf-Tile Inc. The detectable warning shall be installed in accordance with the manufacturer's recommendations and as shown on the plans and details or as required by the Engineer. Shop drawings shall be provided to the Engineer for approval prior to purchasing. Color and model of the detectable warning shall be approved by the VILLAGE prior to installation. Once this detectable warning has been approved, only this brand can be used.

Articles 424.08 – 424.12 of the Standard Specifications shall be replaced with the following:

424.08 Curb Ramps. Curb ramps shall be constructed according to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Illinois Accessibility Code, PROWAG, and as shown on the plans. Curb ramps shall be constructed to the same thickness as the adjacent sidewalk with a minimum thickness of 80 mm (4 in.).

424.09 Detectable Warnings. The detectable warning shall be installed during the construction of the PCC sidewalk. The top of the plate shall be flush with the surface of the sidewalk. All PCC sidewalk and aggregate subbase installed below the detectable warning shall be considered incidental to the DETECTABLE WARNING. The detectable warning shall be installed according to the manufacturer's specifications.

The detectable warnings shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present. The installation shall be an integral part of the walking surface and only the actual domes shall project above the walking surface. The product or method used for installing detectable warnings shall come with the following documents which shall be given to the Engineer prior to use.

- (a) Manufacturer's certification stating the product is fully compliant with the ADAAG.
- (b) Manufacturer's five year warranty.
- (c) Manufacturer's specifications stating the required materials, equipment, and installation procedures. Products that are colored shall be colored their entire thickness. The materials, equipment, and installation procedures used shall be according to the manufacturer's specifications.

424.10 Backfill. After the concrete has been cured, the spaces along the edges of the sidewalk and ramps shall be backfilled with approved material. The material shall be compacted until firm and the surface neatly graded.

424.11 Disposal of Surplus Material. Surplus or waste material shall be disposed of according to Article 202.03.

424.13 Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square foot for DETECTABLE WARNINGS which price shall include all materials, labor, and equipment necessary to perform the work as shown in the construction detail and specified herein.

HOT-MIX ASPHALT SURFACE REMOVAL, OF SPECIFIED DEPTH

Description. This work shall be constructed in accordance with Section 440 of the Standard Specifications, the details on the plan's Typical Sections on sheet 8, and as specified herein. This work shall be done by a machine capable of cold milling minimum 6 feet wide in one pass. A machine that can mill a full lane width would be preferred, but not required. This work shall include saw cutting and butt joints at all limits of paving where abutting existing pavement.

The existing hot-mix asphalt surface shall be removed to the specified depth. Removal of additional stone when existing asphalt is less than the specified depth shall be included in this item. The grindings shall be removed from site and the surface mechanically broomed until the surface is completely free of any loose material and debris.

Any damage to the curb and gutter resulting from surface removal/milling operations shall be repaired or replaced, to the satisfaction of the ENGINEER, prior to the start of the paving operations. All associated repair/replacement costs shall be completed at the sole cost of the CONTRACTOR.

No additional compensation shall be considered for petromat (fabric) encountered during grinding operations. Removal of petromat shall be considered incidental to this item.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per square yard of HOT-MIX ASPHALT SURFACE REMOVAL, of specified depth, which shall include saw cutting, butt joints, removal of butt joints, and all labor and equipment necessary to complete the above work.

MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION

Revise Articles 850.02 and 850.03 of the Standard Specifications to read:

Procedure.

The energy charges for the operation of the traffic signal installation shall be paid for by others. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof.

The Contractor shall have electricians with IMSA Level II certification on staff to provide signal maintenance.

This item shall include maintenance of all traffic signal equipment at the intersection, including emergency vehicle pre-emption equipment, master controllers, uninterruptible power supply (UPS and batteries), telephone service installations, communication cables, conduits to adjacent intersections, and other traffic signal equipment, but shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment, not owned by the State.

Maintenance.

The maintenance shall be according to MAINTENANCE AND RESPONSIBILITY in Division 800 of these specifications and the following:

The Contractor shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The Contractor shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.

The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. When the signals operate in flash, the Contractor shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The Contractor shall maintain a sufficient number of spare stop signs in stock at all times to replace stop signs which may be damaged or stolen.

The Contractor shall provide the Engineer with a 24 hour telephone number for the maintenance of the traffic signal installation and for emergency calls by the Engineer.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.

The Contractor shall respond to all emergency calls from the Department or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the contract. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's Electrical Maintenance Contractor perform the maintenance work required. The State's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

**DETECTOR LOOP REPLACEMENT AND/OR INSTALLATION (ROADWAY GRINDING,
RESURFACING, & PATCHING OPERATIONS) (D-1)**

Effective: January 1, 1985

Revised: January 5, 2016

The following Traffic Signal Special Provisions and the “District 1 Standard Traffic Signal Design Details” supplement the requirements of the State of Illinois “Standard Specifications for Road and Bridge Construction” Sections 810, 886, 1079 and 1088.

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement will not require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract’s electrical contractor. Replacement of magnetic detector will require wiring revisions inside the control cabinet and therefore the transfer of maintenance will be required. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer.

The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

Notification of Intent to Work.

Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the detection removal, the Contractor shall notify the:

- DuPage County’s Traffic Signal Engineer at (630) 407-6908

at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.

Failure to provide proper notification may require the District’s Electrical Maintenance Contractor to be called to investigate complaints of inadequate traffic signal timing. All costs associated with these expenses will be paid for by the Contractor at no additional expense to the Department according to Section 109 of the “Standard Specifications.”

Acceptance of Material.

The Contractor shall provide:

1. All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive calendar days after the contract is awarded, or within 15 consecutive calendar days after the preconstruction meeting, whichever is first.
2. Four (4) copies of a letter listing the vendor’s name and model numbers of the proposed equipment shall be supplied. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.

3. One (1) copy of material catalog cuts.
4. The contract number, permit number or intersection location must be on each sheet of the letter and material catalog cuts as required in items 2 and 3.

Inspection of Construction.

When the road is open to traffic, except as otherwise provided in Section 801 and 850 of the Standard Specifications, the Contractor must request a turn-on and inspection of the completed detector loop installation at each separate location. This request must be made to the Traffic Signal Maintenance and Operations Engineer at (847)705-4424 a minimum of seven (7) working days prior to the time of the requested inspection.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. If this work is not completed in time, the Department reserves the right to have the work completed by others at the Contractor's expense.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid price, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements will be subject to removal and disposal at the Contractor's expense.

Restoration of Work Area.

Restoration of the traffic signal work area due to the detector loop installation and/or replacement shall be included in the cost of this item. All roadway surfaces such as shoulders, medians, sidewalks, pavement shall be replaced as shown in the plans or in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded.

Removal, Disposal and Salvage of Existing Traffic Signal Equipment.

The removal, disposal, and salvage of existing traffic signal equipment shall be included in the cost of this item. All material and equipment removed shall become the property of the Contractor and disposed of by the Contractor outside the State's right-of-way. No additional compensation shall be provided to the Contractor for removal, disposal or salvage expense for the work in this contract.

DETECTOR LOOP REPLACEMENT.

This work shall consist of replacing existing detector loops which are destroyed during grinding, resurfacing, or patching operations.

If damage to the detector loop is unavoidable, replacement of the existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The Engineer shall mark the location of the replacement loops. The Traffic Signal Maintenance and Operations Engineer shall be called to approve loop locations prior to the cutting of the pavement. The Contractor may reuse the existing coilable non-metallic conduit (CNC) located between the existing handhole and the pavement if it hasn't been damaged. CNC meeting the requirements

of NEC Article 353 shall be used for detector loop raceways to the handholes. All burrs shall be removed from the edges of the existing conduit which could cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, if it cannot be located, or if additional conduits are required for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install 1" (25 mm) CNC. This work and the required materials shall not be paid for separately but shall be included in the pay item Detector Loop Replacement. Once suitable CNC raceways is established, the loop may be cut, installed, sealed and spliced to the twisted-shielded lead-in cable in the handhole. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 1/4" (6.3 mm) deep x 4" (100 mm) saw-cut to mark location of each loop lead-in.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Traffic Signal Maintenance and Operations Engineer (847)705-4424 to inspect and approve the layout.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details." Saw-cuts from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a water proof tag, from an approved vendor, secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be included in the detector loop pay item.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane. The sealant shall be installed 1/8" (3 mm) below the pavement surface. If installed above the surface the excess shall be removed immediately.

Round loop(s) 6 ft (1.8 m) diameter may be substituted for 6 ft (1.8 m) by 6 ft (1.8 m) square loop(s) and shall be paid for as 24 feet (7.2 m) of detector loop.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

Heat shrink splices shall be used according to the "District 1 Standard Traffic Signal Design Details."

Detector loop replacement shall be measured along the sawed slot in the pavement containing the loop cable up to the edge of pavement, rather than the actual length of the wire in the slot. Drilling handholes, sawing the pavement, furnishing and installing CNC to the appropriate handhole, cable splicing to provide a fully operable detector loop, testing and all trench and backfill shall be included in this item.

Basis of Payment.

Detector Loop Replacement shall be paid for at the contract unit price per foot (meter) of DETECTOR LOOP REPLACEMENT.

MAGNETIC DETECTOR REMOVAL AND DETECTOR LOOP INSTALLATION.

This work shall consist of the removal of existing magnetic detectors, magnetic detector lead-in cable and magnetic detection amplifiers and related control equipment wiring, installation of detector lead-in cable, detector loops, detector amplifiers and related equipment wiring. The detector loop, cable, and amplifier shall be installed according to the applicable portions of the "Standard Specifications" and the applicable portions of the Special Provision for "Detector Loop Replacement." All drilling of handholes, furnishing and installing CNC, cable splicing, trench and backfill, removal of equipment, and removing cable from conduit shall be included in this item.

Basis of Payment.

Magnetic Detector Removal and Detector Loop Installation shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I, per each for INDUCTIVE LOOP DETECTOR, and foot (meter) for ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR.

STREET SWEEPING

Description: The Contractor shall utilize a mechanical street sweeper to clean streets affected by the Contractor's operations, including haul routes, at least once per week during excavation operations and additionally as directed by the Engineer. The street-sweeper shall be a full-sized, municipal-type sweeper having dust collection and street washing capabilities. The water for this will be supplied by the VILLAGE from a hydrant located at the Public Services Building, with a meter.

If, in the opinion of the ENGINEER, dust and debris becomes a problem despite the normal cleanup measures of street sweeping, the CONTRACTOR shall wash down the pavement, or re-sweep streets as necessary, all at no additional cost to the VILLAGE.

Special attention shall be paid to Section 107.15 of the STANDARD SPECIFICATIONS. If the CONTRACTOR fails to clean the pavement, sidewalk or parkways on or adjacent to the section under construction to the satisfaction of the Village at any time during the contract, the ENGINEER will notify the CONTRACTOR at which time the CONTRACTOR will have 24 hours to respond.

The CONTRACTOR shall contract to have these streets swept each week during construction.

This work shall be included in the cost of STREET SWEEPING.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per hour for STREET SWEEPING. Street sweeper will not be paid for travel time and will only be paid for time spent working within the project site.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

Description: This work shall consist of the removal and disposal of regulated substances according to Section 669 of the Standard Specifications as revised below.

Contract Specific Sites: The excavated soil and groundwater within the areas listed below shall be managed as either “uncontaminated soil”, hazardous waste, special waste, or non-special waste. For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

Soil Disposal Analysis: When the waste material requires sampling for landfill disposal acceptance, the Contractor shall secure a written list of the specific analytical parameters and analytical methods required by the landfill. The Contractor shall collect and analyze the required number of samples for the parameters required by the landfill using the appropriate analytical procedures. A copy of the required parameters and analytical methods (from landfill email or on landfill letterhead) shall be provided as Attachment 4A of the BDE 2733 (Regulated Substances Final Construction Report). The price shall include all sampling materials and effort necessary for collection and management of the samples, including transportation of samples from the job site to the laboratory. The Contractor shall be responsible for determining the specific disposal facilities to be utilized; and collect and analyze any samples required for disposal facility acceptance using a NELAP certified analytical laboratory registered with the State of Illinois.

W. Fullerton Avenue from Bloomingdale Road to approximately 200' west of Bloomingdale Road, Glendale Heights, DuPage County

- *All excavation planned at the area listed above (Bloomingdale Road to approximately 200' west of Bloomingdale Road). The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1). Potential contaminants of concern sampling parameters: __see report__.*

Work Zones

Three distinct OSHA HAZWOPER work zones (exclusion, decontamination, and support) shall apply to projects adjacent to or within sites with documented leaking underground storage tank (LUST) incidents, or sites under management in accordance with the requirements of the Site Remediation Program (SRP), Resource Conservation and Recovery Act (RCRA), or Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as deemed necessary. For this project, the work zones apply for the following ISGS PESA Sites:

None

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Effective: April 1, 2001

Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

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

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

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

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

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

Add the following to Article 402.12 of the Standard Specifications:

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

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

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

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

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

CURB OR COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (D1)

Effective: November 1, 2020

Revised: September 1, 2022

Description. This work shall consist of the complete removal and replacement of curb or combination curb and gutter. Work shall be according to Sections 440 and 606 of the Standard Specifications, State Standard 606001, District Detail BD-24 and as directed by the Engineer except as modified herein.

Curb or combination curb and gutter removal and replacement shall match the type of the existing curb or combination curb and gutter. Types may be variable and are to meet existing dimensions and field conditions. Locations of removal and replacement shall be determined by the Resident Engineer at the time of construction.

Unsuitable material to be removed, as directed by the Engineer, shall be replaced with subbase granular material, type B or additional thickness of concrete. Suitable backfill material, when required, shall be replaced as directed by the Engineer.

Epoxy coated tie bars, #6 (20) - 24" (610) long at 24" (610) centers, shall be used except when adjacent to flexible pavement. Longitudinal bars, if encountered, are not to be replaced.

Hot-mix asphalt surface removal on the existing gutter flag, if encountered, shall be included in the removal of the curb and gutter.

The Contractor shall sawcut pavement prior to removing the curb. Saw cuts shall be according to Article 440.03 of the Standard Specifications.

½" (13) preformed expansion joints shall be used at concrete sidewalks, driveways and medians.

Any pavement removal required for construction of combination concrete curb and gutter shall be replaced with P.C.C. (Class SI) and shall be vibrated in place. Cost for pavement removal and P.C.C. (Class SI) shall be included in the unit price for combination concrete curb and gutter removal and replacement.

Method of Measurement. Concrete curb removal and replacement, or combination concrete curb and gutter removal and replacement will be measured for payment in feet (meters) along the face of concrete curb. A minimum replacement length of 4 feet is required.

Basis of Payment. This item will be paid for at the contract unit price per foot (meter) for CURB REMOVAL AND REPLACEMENT GREATER THAN 10 FEET or COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT GREATER THAN 10 FEET for lengths greater than 10 feet.

This item will be paid at the contract unit price per foot (meter) for CURB REMOVAL AND REPLACEMENT LESS THAN OR EQUAL TO 10 FEET or COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT LESS THAN OR EQUAL TO 10 FEET for lengths less than or equal to 10 feet.

Where unsuitable material is encountered in the subgrade or subbase and its removal and replacement is required by the Engineer, such removal and replacement will be paid for according to Article 109.04.

Sidewalk removal, driveway pavement removal and median surface removal will be paid for according to Article 440.08 of the Standard Specifications.

Portland cement concrete sidewalk will be paid for according to Article 424.13 of the Standard Specifications.

Portland cement concrete driveway pavement will be paid for according to Article 423.11 of the Standard Specifications.

Hot-mix asphalt driveway will be paid for according to Article 355.11 and 406.14 of the Standard Specifications.

Concrete median surface will be paid for according to Article 606.15 of the Standard Specifications.

Topsoil will be paid for according to Article 211.08 of the Standard Specifications.

Sodding will be paid for according to Article 252.13 of the Standard Specifications. Fertilizer for the placement of sod is not required.

INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE

Description. This work shall consist of constructing inlets with special frames and grates or lids in accordance with Section 602 of the Standard Specifications, the details on the plans and as specified herein.

Construction Requirements. Drainage structures shall be precast reinforced concrete in accordance with Article 602.07 of the Standard Specifications.

The Contractor is responsible for tying in all existing storm sewers to the proposed structure. Up to 5 feet of new sewer (if required) for each existing sewer tying into the proposed structure shall be considered incidental to this pay item. Connections to existing storm sewers should be made using couplings with non-shear stainless steel bands. The Contractor shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are damaged during construction shall be replaced in kind by the Contractor at no cost to the Village. Removal of the existing pavement shall be considered incidental to this item.

Excavated areas around inlets shall be backfilled with CA-7. Any pavement removed during the installation of the inlet shall be replaced with a 6" (minimum) PCC patch. Patch shall extend from the bottom lowest ring to the top of the ground surface the patch shall be considered incidental to this item.

The special frame and grate to be used shall be an proprietary in areas of full depth height curb and gutter. In locations where inlets fall in the curb of a driveway or sidewalk, the special frame and grate shall be an East Jordan Iron Works 7000 M3 Flat Grate (no curb back) in lieu of the 7010. Other possible material suppliers are Neenah Foundry Company or Deeter Foundry.

All adjustment rings 2 inches and under shall be rubber.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per each for INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE, which price shall include all materials, labor, and equipment necessary to complete this work.

STRUCTURES TO BE REMOVED

Description. This work shall consist of removing and disposing of existing manholes, catch basins, inlets, and valve vaults in accordance with Section 605 of the Standard Specifications and as specified herein.

Construction Requirements. In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed of sufficient size to both remove the structure and to construct the replacement structure. If a new structure is not to be installed at the same location, excavated areas around the structure shall be backfilled with compacted CA-7. This backfill shall be included in the cost for STRUCTURES TO BE REMOVED.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per each for STRUCTURES TO BE REMOVED. The word STRUCTURE shall be understood to mean manhole, catch basin, inlet, and valve vaults as the case may be.

PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT

Description. This work shall consist of removal of the existing concrete driveway and construction of new P.C.C. driveway pavement at locations shown on the plans, or as directed by the Engineer, in accordance with Sections 301, 351, and 423 of the Standard Specifications, the details shown on the plans and as directed by the Engineer.

Construction Requirements. The Contractor shall place embankment or excavate (including area outside of existing driveway removal) in accordance with Sections 202 and 205 of the Standard Specifications in order to achieve the horizontal and vertical finished grades shown on the plans.

The proposed driveway pavement shall consist of:

- A) 6" Portland Cement Concrete (High Early Strength) on 4" of Aggregate Base Course, Type B for residential driveways
- B) 8" Portland Cement Concrete (High Early Strength) on 6" of Aggregate Base Course, Type B for commercial driveways

Commercial driveways may be required to be poured in halves to maintain access. No additional compensation will be provided for this work.

All removal, excavation, embankment, Aggregate Base Course, Type B and P.C.C. Driveway pavement will not be paid for separately but shall be included in this pay item.

All framing shall be set to final grade of the pour. No angle irons will be allowed. No watering cans shall be allowed on site.

The finish of the driveway shall match the driveway behind of the sidewalk. Where the finish behind the sidewalk is "California" or "letter box", the contractor shall match this finish on the new apron. It shall be the contractor's responsibility to verify the finish at each location. Installation of this finish shall be considered incidental to this item.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT as the case may be, which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment. Only the completed replacement driveway will be measured as the basis for payment.

SIDEWALK, SPECIAL

Description. This work shall consist of placing Portland cement concrete sidewalk above existing tree roots to minimize the impact of construction on the tree. This work shall be performed in accordance with the Construction Detail in the plans on sheet 10 and Sections 311 and 424 of the Standard Specifications with the following alterations.

Construction Requirements. At locations directed by the ENGINEER, tree roots will be preserved by constructing SIDEWALK SPECIAL. After the existing deformed or heaved sidewalk has been removed, a bio-barrier fabric shall be placed above the tree roots and existing stone base. The bio-barrier fabric shall be permeable and have non-toxic chemical properties that prohibits root and weed growth beneath the proposed sidewalk. The CONTRACTOR shall submit a sample bio-barrier under fabric to the ENGINEER for approval prior to installation. Subbase Granular Material, Type B shall be used to ramp the sidewalk over the existing tree root as shown on the details in the plans. The sidewalk shall be constructed in accordance with ADA requirements.

No tree roots shall be cut or damaged during construction.

Root preserving sidewalk shall be connected to adjacent sidewalk using 3- 1/2" smooth dowels. The sidewalk shall be reinforced with 3 equally spaced #4 rebar running the length of the proposed sidewalk.

All framing shall be set to final grade of the pour. No angle irons will be allowed. No watering cans shall be allowed on site.

The CONTRACTOR shall furnish and place additional topsoil adjacent to the proposed sidewalk to make neat grade lines between the existing ground and proposed sidewalk. Sodding shall be placed over the topsoil and shall be paid for as SODDING.

Any damage to the parkway, outside of what is necessary by the CONTRACTOR to set forms, shall be the CONTRACTOR's responsibility to repair at his/her cost. This includes, but is not limited to, skid steer tracks or tire tracks from the concrete truck.

The reinstatement of new concrete sidewalk shall be undertaken no later than **3 consecutive calendar days** from the date of removal of the existing sidewalk.

The CONTRACTOR will be responsible for providing access to all residents and businesses during the period which sidewalk is removed.

Basis of Payment. This work will be paid for at the contract unit price per square foot for SIDEWALK, SPECIAL which will include all required Portland cement concrete sidewalk, subbase granular material, dowel bars, rebar, bio-barrier under layment, and additional topsoil.

HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT

Description. This work shall consist of the removal of existing HMA driveways and construction of new HMA driveway pavement at locations shown on the plans, or as directed by the Engineer, in accordance with Sections 301, 351, 406 and 440 of the Standard Specifications, the details shown on the plans and as directed by the Engineer.

Construction Requirements. The Contractor shall place embankment or excavate in accordance with Sections 202 and 205 of the Standard Specifications in order to achieve the finished grades shown on the plans.

The proposed driveway pavement shall consist of:

- A) 3" Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50 on 6" of Aggregate Base Course, Type B for residential driveways.
- B) 2" Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50 and 4" Hot-Mix Asphalt Binder Course, IL-19.0, N50 on 8" of Aggregate Base Course, Type B for commercial driveways.

CONTRACTOR shall be required to apply the abutting surface of the existing asphalt driveway with BITUMINOUS MATERIALS (TACK COAT) to bond the existing driveway to the proposed section.

Existing HMA driveway, disturbed due to sidewalk or curb operations, shall be patched using this item.

All driveway pavement removal, excavation, embankment, Hot-Mix Asphalt Surface Course, Mix "D", N50, and Aggregate Base Course, Type B, Bituminous Materials (Tack Coat) will not be paid for separately but shall be included in this pay item.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, as the case may be, which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment. Only the completed replacement driveway will be measured as the basis for payment.

CATCH BASINS TO BE ADJUSTED WITH SPECIAL FRAME AND GRATE

Description. This work shall consist of adjusting catch basins or inlets with special frames and grates in accordance with Section 602 of the Standard Specifications and as specified herein.

Construction Requirements. The special frame and grate to be used shall be an East Jordan Iron Works 7010 frame with Type M1 Grate (Type M4 at non-low point locations) in areas of full depth height curb and gutter. Other possible material suppliers are Neenah Foundry Company or Deeter Foundry. The CONTRACTOR shall submit shop drawings to the ENGINEER of the proposed frame to verify this matches the Village standard. CONTRACTOR shall install the new frame and grate per the details in the plans.

In locations where structures fall in the curb of a driveway, the special frame and grate shall be proprietary (no curb back) in lieu of the 7010.

Each drainage structure adjustment shall be limited to two adjustment rings. The final ring and rings under 2" on all drainage adjustments shall be rubber. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of the rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and the bottom of the frame.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

Basis Of Payment. This work shall be paid for at the contract unit price per each for CATCH BASINS TO BE ADJUSTED WITH SPECIAL FRAME AND GRATE, which price shall include all labor, material and equipment required to complete the work as specified.

**DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED AND DRAINAGE AND
UTILITY STRUCTURES TO BE RECONSTRUCTED**

Description. This work shall consist of adjusting or reconstructing drainage and utility structures in accordance with Section 602 of the Standard Specifications as called out on the plans or at the direction of the Engineer.

General. Adjustment or reconstruction will be made with existing frames and grates or lids unless otherwise specified. New frames and grates or lids will be paid for separately when shown on the plans or as directed by the Engineer.

Prior to making the final grade adjustment of the frame, all joint surfaces shall be made free of dirt, stones and debris by wire brushing each surface. Broken concrete or other construction debris shall not be used to shim the adjusting rings or frame. The maximum total height of the adjusting rings shall be 12 inches per structure.

Each structure adjustment shall be limited to two adjustment rings. The final ring and rings under 2" on all structure adjustments shall be rubber. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between PCC structure or PCC ring and the bottom rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and bottom of the frame.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

The word structure shall be understood to mean catch basin, manhole, valve vault, or inlet as the case may be.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED or DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED, which shall include all labor, material and equipment to complete the work as specified.

DRAINAGE AND UTILITY STRUCTURE ADJUSTMENT (SPECIAL)

Description. These items of work shall be performed as directed by the ENGINEER in conformance with applicable provisions of sections 353, 406, 602, and 603 of the Standard Specifications for Road and Bridge Construction. This work shall be completed in accordance with the detail on the Plans and shall include the following:

Stage 1 (prior to pavement milling)

- A. Remove a minimum of 12" of pavement from around the structure.
- B. Remove the existing frame and lid from the structure.
- C. Cover the structure opening with a 36" diameter metal plate.
- D. Backfill with crushed stone and a minimum 1½" thick bituminous material approved by the Engineer.

Stage 2 (after pavement milling and placement of binder course)

- A. Remove the bituminous material and crushed stone.
- B. Install the frame and lid; adjust the frame to its final surface elevation.
- C. The surrounding space shall be filled with Class SI concrete to the elevation of the surface of the binder course.

Additionally, this work shall include the removal of any debris, which has accumulated in the structure. Also, any mortar repairs which need to be made around existing sewer pipes shall be included.

Work includes adjusting the structure regardless of the type of structure or type of frame and lid or grate. Work also includes resetting the frame with grate or lid, and excavation and backfill, except excavation in rock. The unit price shall include all labor, equipment, and materials necessary to complete the work.

Basis Of Payment. This work shall be paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED (SPECIAL), which price shall include all labor, material and equipment required to complete the work as specified.

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

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."

FRICITION AGGREGATE (D-1)

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> ^{5/} : 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> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}
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> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}

Use	Mixture	Aggregates Allowed
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/}
		<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> ^{5/ 6/} : 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 ^{2/} Any Mixture E aggregate
		75% Dolomite ^{2/} Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
75% Crushed Gravel ^{2/} Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag		

Use	Mixture	Aggregates Allowed				
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :				
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.				
		<u>Other Combinations Allowed:</u>				
		<table border="1"> <thead> <tr> <th><i>Up to...</i></th> <th><i>With...</i></th> </tr> </thead> <tbody> <tr> <td>50% Crushed Gravel^{2/} or Dolomite^{2/}</td> <td>Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone</td> </tr> </tbody> </table>	<i>Up to...</i>	<i>With...</i>	50% Crushed Gravel ^{2/} or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
<i>Up to...</i>	<i>With...</i>					
50% Crushed Gravel ^{2/} or Dolomite ^{2/}	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.”

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D-1)

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 ^{1/}
	SMA 12.5 ^{2/}	CA 13 ^{4/} , CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}
	IL-9.5	CA 16, CM 13 ^{4/}
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	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) ^{1/}												
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 ^{6/}	90	100
#8 (2.36 mm)	20	42	16	24 ^{4/}	16	32 ^{4/}	34 ^{5/}	52 ^{2/}	45	60 ^{6/}	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 _{3/}	7.5	9.5 _{3/}	4.0	6.0	4.0	6.5	7.0	9.0 _{3/}
#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 ^{1/}		18.5			
SMA-12.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
SMA-9.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
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 ≥ 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 steel 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 ^{1/}	V _D , P , T _B , 3W, O _T , O _B	V _S , T _B , T _F , O _T	As specified in Section 1030
IL-4.75 and SMA ^{3/ 4/}	T _B , 3W, O _T	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	T _B	T _F	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) 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_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of

280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B 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_{mb}.”

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 ^{1/2/}
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 ^{1/2/}
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.”

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.

AVAILABLE REPORTS

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

Those seeking these reports should request access from:

Brian Libunao, Project Engineer
Christopher B. Burke Engineering, Ltd.
Phone: 847-823-0500
Email: blibunao@cbbel.com



TESTING SERVICE CORPORATION

Local Offices:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492
630.653.3920 • Fax 630.653.2726

209 Cleveland Street, Suite C, Cary, IL 60013-2978
847.516.0505 • Fax 847.516.0527

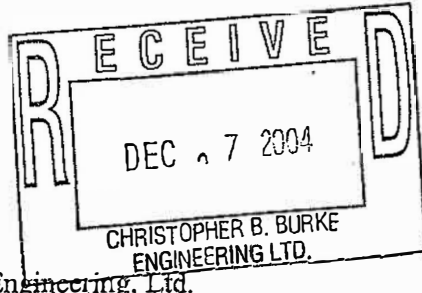
401 N. Riverside Drive, Suite 24, Gurnee, IL 60031-5914
847.249.6040 • Fax 847.249.6042

203 Earl Road, Suite A, Shorewood, IL 60431-9446
815.744.1510 • Fax 815.744.1728

8201 W. 183RD Street, Suite C, Tinley Park, IL 60477-9249
708.429.2080 • Fax 708.429.2144

Carol Stream, Illinois

December 21, 2004



Mr. Lee Fell
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018-4920

Re: L - 61,979
Report 1
Village of Glendale Heights
Fullerton Avenue, President Street & Mill Pond Drive
Pavement Investigation

Dear Mr. Fell:

This correspondence presents the results of our pavement investigation performed in connection with the captioned project. Pavement composition and geotechnical properties of the surficial subgrade soils are addressed in this report.

The scope of this survey is to include thirty one (31) locations for three designated streets selected by the client. After initial layout of core locations, the number was revised downward by the client to a total of seventeen (17). The following schedule presents the final core locations.

Street	Core Location	Limits
Mill Pond Drive	C1, C3, C5	Schmale Road to President Street
President Street	C7, C9, C10, C12, C14	North Avenue to Mill Pond Drive
President Street	C15, C17, C19, C21	North Avenue to Mill Pond Drive
Fullerton Avenue	C23, C25, C27, C29, C31	Schmale Road to Bloomingdale Road

The initial field work included core location layout and scheduling of utility clearance by contacting J.U.L.I.E. (Joint Utility Locating Information for Excavators) by TESTING SERVICE CORPORATION. The following work was performed at each location. Four inch diameter cores were obtained from the full depth of pavement, excavation of the granular base course and thickness determination. Hand-auger borings were also performed at each location to a depth that ranged from 3.0 to 4.5 feet below the pavement surface. Soils were sampled by means of a manually driven split-spoon sampling device. Each of the bore holes were backfilled with bituminous cold-patch upon completion of sampling. Core and soil samples were identified, packaged and transported to our Carol Stream Laboratory for additional testing.

Laboratory work included the following. Each of the pavement cores were described as to material type and measured for thickness according to the procedures specified in ASTM Designation D3549. The reported thickness represents the average of 4 measurements at the quarter points around the periphery of each core. Soil samples were described and classified according to the Unified Soil Classification System designated by the American Society of Testing Materials (ASTM). Soil samples were tested for moisture content, unit weight and unconfined compressive strength were made using a calibrated pocket penetrometer. Summarized laboratory data and core locations are included with this report.

Pavement Composition

Pavement cores obtained from Mill Pond Drive are represented by Locations C1 thru C3. Each of the bituminous concrete core specimens revealed multiple layers of surface and binder course mixture. Below the pavement, granular base course material was encountered described as crushed stone with a maximum size of one inch. Measured thickness of the pavement cores ranged from 8.8 inches to 10.4 inches and depth of granular base course varied from 5.5 inches to 10.0 inches.

President Street is represented by Locations C7, C9, C10, C12, C14, C15, C17, C19 and C21. Laboratory description of each core specimen revealed surface course mixture overlying one or more layers of binder course mixture. Below the pavement, granular base course material described as sand and gravel or crushed stone was encountered. Thickness of the pavement cores ranged from 2.3 inches to 10.9 inches and depth of the granular base course varied from 8.0 inches to 18.0 inches. An exception is granular base course material not encountered at location C21.

Fullerton Avenue is represented by Locations C23 thru C31. Each of the core locations revealed bituminous concrete pavement overlying granular base course material described as crushed stone with a maximum size of one inch with fines. Pavement cores are described as having one surface course layer overlying several layers of binder course mixture. Thickness of the core specimens ranged from 8.7 inches to 12.7 inches and depth of the granular base course varied from 8.0 inches to 13.0 inches.

Discussion of Soils Data

Subgrade soils encountered on Mill Pond Drive are described as cohesive fill down to the end of the borings at C1, C2 and hard native clay was encountered at C3. Moisture content of the soils ranged from 18.6 percent to 24.1 percent and the dry unit weight varied from 102.1 to 108.3 pounds per cubic foot. Calibrated pocket penetrometer measurements ranged from 1.75 to 4.5 tons per square foot.

Soils encountered on President Street revealed cohesive fill overlying hard native clay at C7, C10 and cohesive fill extended to the bottom of the boring at C15. The high moisture content of the underlying soils encountered at C23 are attributed to some organic content and clayey topsoil.

The remaining locations represented by C27 and C29 revealed soils described as tough to very tough native clay down to the end of the borings. Moisture content of the soils are in a range from 19.1 percent to 27.7 percent and the calibrated pocket penetrometer measurements are from 1.25 to 2.25 tons per square foot.

Summary

Review of our field and laboratory data revealed soils encountered in the upper three feet of the subgrade described as cohesive fill with high moisture contents and stiff to tough native clays. The above described soils encountered at C1, C3, C10, C14, C15, C17, C27 and C29 are considered to provide poor to marginal subgrade stability. The remaining locations selected for the investigation are anticipated to provide adequate subgrade stability.

Moisture content of the soils ranged from 15.7 percent to 27.0 percent and the dry unit weight of the fill soil varied from 98.8 to 109.9 pounds per cubic foot. Calibrated pocket penetrometer measurements are from 1.0 to 4.5 tons per square foot.

Soils encountered at C9, C12, C15, C17 and C21 revealed tough to hard native clay down to the end of the borings. Moisture contents of the soils ranged from 17.2 to 27.0 percent and the calibrated pocket penetrometer measurements varied from 1.5 to 4.5 tons per square foot. Location C14 revealed soils described as tough clay overlying clayey sand, gravel and clayey sand and gravel was encountered down to the end of the borings at C19. Moisture content of non-cohesive soils are from 13.5 percent to 15.4 percent and the cohesive soils are 27.0 percent.

Hand-auger borings performed on Fullerton Avenue encountered soils described as non-cohesive fill overlying native clay at location C23 and non-cohesive fill was revealed at C25 and C31. Moisture content of the non-cohesive fill ranged from 4.5 percent to 6.5 percent and the native clay varied from 30.8 to 37.7 percent.

Subgrade Remediation for Reconstruction and Widening

Evaluation of the subgrade should be performed at rough-planned elevation when the soils are in a relatively dry condition. Site drainage should be maintained by the contractor during the construction phase. Stability of the soils should be determined by means of proof-rolling with a loaded six-wheel dump truck. Suspect areas where rutting depths exceed ½ inch should be further evaluated by means of the IDOT Cone Penetrometer.

Depth of remedial treatment is anticipated to range from 12 to 16 inches below the subgrade interface. In areas where fine grained soils such as sand or silt are encountered, the use of a geotextile ground stabilization fabric may be required. The fabric will provide separation of subgrade soils and reduce contamination of aggregate placed in undercuts. Medium or heavy weight fabric should be considered to reduce the potential of fabric puncture from coarse aggregate particles. When recommended for use, the geotextile fabric should be placed over the entire interface of the subgrade undercuts prior to the placement of granular material. Placement of the fabric should be according to the manufacturer recommendation. Undercut areas should be backfilled with crushed concrete, limestone or gravel that meets the IDOT gradation for improved subgrade (PGE) CA-1, CA-3 or CA-6 granular material. Granular material shall be placed and compacted to the engineers satisfaction.

Pavement Improvements and Resurfacing

This type of program would generally require milling of the existing pavement for grade adjustments, partial or full depth patching of failed pavement areas, placement of a leveling binder, installation of a crack control fabric and placement of a surface overlay with a minimum compacted thickness of 1.5 inches.

Evaluation of the failed pavement areas should be performed after milling is completed since additional failures may become evident during this operation. Subgrade support for improvements will vary related to the depth of existing pavement and granular base course material overlying poor to marginal soils. In the event the existing pavement is removed by milling, the exposed granular base course should then be proof-rolled and observed for stability. Areas where the rutting depth exceed 1/4 inch should be marked out for partial or full depth patching with bituminous concrete binder mixture and areas where rutting depths exceed 1/2 inch should be scheduled for full depth patching or removal and replacement methods with granular material. Depth of undercut is anticipated to range from 8 to 12 inches below the underlying subgrade interface.

Please call if there are any questions or if we may be of further service.

Sincerely,

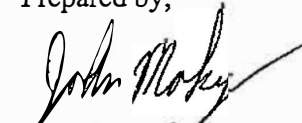
TESTING SERVICE CORPORATION



Thomas J. Morris, P.E.
Vice President

TJM:JWM:ml
Enc. 7 Pages

Prepared by,



John W. Moly
Section Manager

TESTING SERVICE CORPORATION
457 East Gundersen Drive
Carol Stream, Illinois 60188

JOB NO.: L - 61,979

PROJECT: Fullerton, President and Mill Pond
Pavement Coring, Glendale Heights, Illinois

CLIENT: Christopher B. Burke Engineering, Ltd.

PAVEMENT COMPOSITION

Location & Core Number	Description	Thickness in Inches	
		Thickness in Inches	Depth Below Pavement Surface (In Inches)
C - 1 183 Mill Pond Drive, West Bound Lane	Bituminous Concrete Surface Course	1.5	0 - 1.5
	Bituminous Concrete Binder Course	1.1	1.5 - 2.6
	Bituminous Concrete Binder Course	3.4	2.6 - 6.0
	Bituminous Concrete Binder Course	2.8	6.0 - 8.8
	Crushed STONE with a maximum size of one inch to fines	5.5	8.8 - 14.3
C - 3 200' East of Chippendale Lane, East Bound Lane	Bituminous Concrete Surface Course	1.9	0 - 1.9
	Bituminous Concrete Binder Course	1.6	1.9 - 3.5
	Bituminous Concrete Binder Course	2.6	3.5 - 6.1
	Bituminous Concrete Binder Course	4.3	6.1 - 10.4
	Crushed STONE with a maximum size of one inch to fines	7.0	10.4 - 17.4
C - 5 19 Mill Pond Drive, West Bound Lane	Bituminous Concrete Surface Course	1.7	0 - 1.7
	Bituminous Concrete Binder Course	1.5	1.7 - 3.2
	Bituminous Concrete Binder Course	2.5	3.2 - 5.7
	Bituminous Concrete Binder Course	4.4	5.7 - 10.1
	Crushed stone with a maximum size of one inch to fines	10.0	10.1 - 20.1
C - 7 1894 President Street, South Bound Lane	Bituminous Concrete Surface Course	1.2	0 - 1.2
	Bituminous Concrete Binder Course	1.4	1.2 - 2.6
	Bituminous Concrete Binder Course	1.3	2.6 - 3.9
	Bituminous Concrete Binder Course	1.9	3.9 - 5.8
	SAND & GRAVEL with a maximum size of (3/4) of one inch. Crack control fabric observed between the upper two layers of pavement	13.0	5.8 - 18.8

Location & Core Number	Description	Thickness in Inches	
		Thickness in Inches	Depth Below Pavement Surface (In Inches)
C - 9 1790 President Street, South Bound Lane	Bituminous Concrete Surface Course	1.9	0 - 1.9
	Bituminous Concrete Binder Course	2.1	1.9 - 4.0
	Bituminous Concrete Binder Course	2.0	4.0 - 6.0
	Bituminous Concrete Binder Course	1.9	6.0 - 7.9
	Crushed STONE with a maximum size of one inch to fines. Crack control fabric observed between the upper two layers of pavement	8.0	7.9 - 15.9
C - 10 1747 President Street, North Bound Lane	Bituminous Concrete Surface Course	1.1	0 - 1.1
	Bituminous Concrete Binder Course	2.0	1.1 - 3.1
	Bituminous Concrete Binder Course	2.1	3.1 - 5.2
	Crushed STONE with a maximum size of one inch to fines	12.0	5.2 - 17.2
C - 12 1658 President Street, North Bound Lane	Bituminous Concrete Surface Course	1.3	0 - 1.3
	Bituminous Concrete Binder Course	2.6	1.3 - 3.9
	Crushed STONE with a maximum size of one inch to fines	16.0	3.9 - 19.9
C - 14 1560 President Street, North Bound Lane	Bituminous Concrete Surface Course	1.3	0 - 1.3
	Bituminous Concrete Binder Course	1.5	1.3 - 2.8
	Crushed STONE with a maximum size of one inch to fines	13.0	2.8 - 15.8
C - 15 On President Street at the South entrance to the Golf Course, South Bound Lane	Bituminous Concrete Surface Course	1.0	0 - 1.0
	Bituminous Concrete Binder Course	1.3	1.0 - 2.3
	Crushed STONE with a maximum size of one inch to fines	15.0	2.3 - 17.3
C - 17 1436 President Street, South Bound Lane	Bituminous Concrete Surface Course	1.3	0 - 1.3
	Bituminous Concrete Binder Course	2.2	1.3 - 3.5
	Crushed STONE with a maximum size of one inch to fines	14.0	3.5 - 17.5
C - 19 1301 President Street, South Bound Lane	Bituminous Concrete Surface Course	1.2	0 - 1.2
	Bituminous Concrete Binder Course	1.2	1.2 - 2.4
	Bituminous Concrete Binder Course	1.8	2.4 - 4.2
	Crushed STONE with a maximum size of one inch to fines	18.0	4.2 - 22.2

Location & Core Number	Description	Thickness in Inches	
		Thickness in Inches	Depth Below Pavement Surface (In Inches)
C - 21 On President Street, 375' North of North Avenue, South Bound Lane, South Bound Lane	Bituminous Concrete Surface Course	1.8	0 - 1.8
	Bituminous Concrete Binder Course	1.6	1.8 - 3.4
	Bituminous Concrete Binder Course	2.4	3.4 - 5.8
	Bituminous Concrete Binder Course	5.1	5.8 - 10.9
	STONE BASE NOT ENCOUNTERED	-	-
C - 23 183 Fullerton Avenue, Turn Lane	Bituminous Concrete Surface Course	1.5	0 - 1.5
	Bituminous Concrete Binder Course	2.7	1.5 - 4.2
	Bituminous Concrete Binder Course	3.0	4.2 - 7.2
	Bituminous Concrete Binder Course	2.7	7.2 - 9.9
	Crushed STONE with a maximum size of one inch to fines	8.0	9.9 - 17.9
C - 25 126 Fullerton Avenue, West Bound Lane	Bituminous Concrete Surface Course	1.2	0 - 1.2
	Bituminous Concrete Binder Course	2.0	1.2 - 3.2
	Bituminous Concrete Binder Course	1.8	3.2 - 5.0
	Bituminous Concrete Binder Course	5.0	5.0 - 10.0
	Crushed STONE with a maximum size of one inch	13.0	10.0 - 23.0
C - 27 29 Fullerton Avenue, East Bound Lane	Bituminous Concrete Surface Course	1.2	0 - 1.2
	Bituminous Concrete Binder Course	1.6	1.2 - 2.8
	Bituminous Concrete Binder Course	2.2	2.8 - 5.0
	Bituminous Concrete Binder Course	5.2	5.0 - 10.2
	Crushed STONE with a maximum size of one inch	10.0	10.2 - 20.2
C - 29 On Fullerton Avenue, 150' West of Van Meter Court, West Bound Lane	Bituminous Concrete Surface Course	2.1	0 - 2.1
	Bituminous Concrete Binder Course	1.8	2.1 - 3.9
	Bituminous Concrete Binder Course	2.5	3.9 - 6.4
	Bituminous Concrete Binder Course	6.3	6.4 - 12.7
	Crushed STONE with a maximum size of one inch	8.0	12.7 - 20.7
C - 31 178 Fullerton Avenue, West Bound Lane	Bituminous Concrete Surface Course	1.0	0 - 1.0
	Bituminous Concrete Binder Course	2.1	1.0 - 3.1
	Bituminous Concrete Binder Course	2.0	3.1 - 5.1
	Bituminous Concrete Binder Course	3.6	5.1 - 8.7
	Crushed STONE with a maximum size of one inch	10.0	8.7 - 18.7

TESTING SERVICE CORPORATION
457 East Gundersen Drive
Carol Stream, Illinois 60188

JOB NO.: L - 61,979

PROJECT: Fullerton, President and Mill Pond
Pavement Coring, Glendale Heights, Illinois

CLIENT: Christopher B. Burke Engineering, Ltd.

SUMMARY OF TEST DATA

LOCATION	DEPTH BELOW SURFACE OF PAVEMENT (IN INCHES)	PERCENT WATER CONTENT	DRY WEIGHT IN POUNDS PER CUBIC FOOT	UNCONFINED COMPRESSIVE STRENGTH IN TONS PER SQUARE FOOT	SOIL DESCRIPTION
183 Mill Pond Drive, West Bound Lane					
C1/S1	0 - 14.3	-	-	-	Pavement Section
C1/S2	14.3 - 20	24.1	102.1	2.0*	Fill: Brown & gray silty CLAY, little sand & gravel (CL)
C1/S3	20 - 36	19.4	110.6	3.5*	Fill: Brown & gray silty CLAY, little sand & gravel (CL)
C1/S4	36 - 48	24.0	102.2	1.75*	Fill: Brown & gray silty CLAY, little sand & gravel (CL)
2001' East of Chippendale on Mill Pond					
C3/S1	0 - 17.4	-	-	-	Pavement Section
C3/S2	17.4 - 29	21.3	107.0	2.75*	Fill: Dark brown silty CLAY, little sand & gravel (CL)
C3/S3	29 - 40	20.6	108.3	2.75*	Fill: Dark brown silty CLAY, little sand & gravel (CL)
C3/S4	40 - 50	18.8	-	-	Fill: Brown & gray SAND & GRAVEL (CL)
19 Mill Pond Drive, West Bound Lane					
C5/S1	0 - 20.1	-	-	-	Pavement Section
C5/S2	20.1 - 32	19.3	-	4.25*	Hard brown & gray silty CLAY, little sand & gravel (CL)
C5/S3	32 - 44	18.6	-	4.5*	Hard brown & gray silty CLAY, little sand & gravel (CL)

* Based on readings made with a calibrated pocket penetrometer

LOCATION	DEPTH BELOW SURFACE OF PAVEMENT (IN INCHES)	PERCENT WATER CONTENT	DRY WEIGHT IN POUNDS PER CUBIC FOOT	UNCONFINED COMPRESSIVE STRENGTH IN TONS PER SQUARE FOOT	SOIL DESCRIPTION
1894 President Street, South Bound Lane					
C7/S1	0 - 18.8	-	-	-	Pavement Section
C7/S2	18.8 - 24	18.1	109.9	3.25*	Fill: Brown/gray sandy CLAY, little gravel (CL)
C7/S3	24 - 36	16.9	-	4.0*	Hard brown & gray silty CLAY, little sand & gravel (CL)
C7/S4	36 - 48	15.7	-	4.5*	Hard brown & gray silty CLAY (CL)
1790 President Street, South Bound Lane					
C9/S1	0 - 15.9	-	-	-	Pavement Section
C9/S2	15.9 - 28	17.2	-	3.5*	Very tough brown silty CLAY, little gravel (CL)
C9/S3	28 - 44	18.3	-	4.5*	Hard brown silty CLAY, little sand & gravel (CL)
1747 President Street, North Bound Lane					
C10/S1	0 - 17.2	-	-	-	Pavement Section
C10/S2	17.2 - 28	26.1	98.8	1.0*	Fill: Brown & gray silty CLAY (CL)
C10/S3	26 - 36	27.0	101.0	4.5*	Fill: Brown & gray silty CLAY (CL)
C10/S4	36 - 48	25.8	99.3	-	Fill: Brown silty CLAY, some sand & gravel (CL)
1658 President Street, North Bound Lane					
C12/S1	0 - 19.9	-	-	-	Pavement Section
C12/S2	19.9 - 33	19.3	-	3.0*	Very tough brown silty CLAY, little sand (CL)
C12/S3	33 - 48	20.7	-	2.75*	Very tough brown silty CLAY, little sand (CL)
1560 President Street, North Bound Lane					
C14/S1	0 - 15.8	-	-	-	Pavement Section
C14/S2	15.8 - 25	27.0	-	1.0*	Tough brown silty CLAY, little sand, trace gravel (CL)
C14/S3	25 - 38	13.5	-	-	Clayey SAND & GRAVEL (SC)
C14/S4	38 - 48	13.9	-	-	Brown clayey SAND & GRAVEL (SC)

* Based on readings made with a calibrated pocket penetrometer

LOCATION	DEPTH BELOW SURFACE OF PAVEMENT (IN INCHES)	PERCENT WATER CONTENT	DRY WEIGHT IN POUNDS PER CUBIC FOOT	UNCONFINED COMPRESSIVE STRENGTH IN TONS PER SQUARE FOOT	SOIL DESCRIPTION
On President Street @ South Golf Course Entrance					
C15/S1	0 - 17.3	-	-	-	Pavement Section
C15/S2	17.3 - 30	23.3	103.4	2.75*	Fill: Brown & gray silty CLAY, little sand & gravel (CL)
C15/S3	30 - 44	19.7	108.6	1.5*	Fill: Brown & gray silty CLAY, little sand (CL)
1436 President Street, South Bound Lane					
C17/S1	0 - 17.5	-	-	-	Pavement Section
C17/S2	17.5 - 30	28.6	-	1.75*	Tough brown silty CLAY, little sand, trace gravel (CL)
C17/S3	30 - 40	25.7	-	1.5*	Tough brown silty CLAY, little sand, trace gravel (CL)
C17/S4	40 - 54	26.1	-	1.75*	Tough brown silty CLAY, little sand, trace gravel (CL)
1301 President Street, South Bound Lane					
C19/S1	0 - 22.2	-	-	-	Pavement Section
C19/S2	22.2 - 36	15.4	-	-	Brown clayey SAND & GRAVEL
President Street, 375' North of North Avenue					
C21/S1	0 - 10.9	-	-	-	Pavement Section
C21/S2	10.9 - 24	20.9	-	4.5*	Hard brown silty CLAY, little sand (CL)
C21/S3	24 - 36	25.0	-	3.0*	Very tough brown silty CLAY, little sand (CL)
C21/S4	36 - 48	25.7	-	3.25*	Very tough brown silty CLAY, little sand (CL)
183 Fullerton Avenue					
C23/S1	0 - 17.9	-	-	-	Pavement Section
C23/S2	17.9 - 21	4.5	-	-	Fill: Brown SAND & GRAVEL (SP/L)
C23/S3	21 - 30	30.8	-	3.4*	Very tough dark brown silty CLAY, trace topsoil & roots (OL/CL)
C23/S4	30 - 42	37.7	-	2.5*	Very tough dark brown to black silty CLAY, some organic (OL/CL)

* Based on readings made with a calibrated pocket penetrometer

LOCATION	DEPTH BELOW SURFACE OF PAVEMENT (IN INCHES)	PERCENT WATER CONTENT	DRY WEIGHT IN POUNDS PER CUBIC FOOT	UNCONFINED COMPRESSIVE STRENGTH IN TONS PER SQUARE FOOT	SOIL DESCRIPTION
<u>126 Fullerton Avenue, West Bound Lane</u>					
C25/S1	0 - 23	-	-	-	Pavement Section
C25/S2	23 - 36	6.5	-	-	Fill: Brown gravel, trace clay (SP/)
<u>29 Fullerton Avenue, East Bound Lane</u>					
C27/C1	0 - 22.2	-	-	-	Pavement Section
C27/C2	22.2 - 30	25.6	-	1.75*	Tough brown & gray silty CLAY, little sand (CL)
C27/C3	30 - 44	19.1	-	2.25*	Very tough brown & gray silty CLAY, little sand (CL)
<u>On Fullerton Avenue, 150 West of Van Meter Circle</u>					
C29/S1	0 - 20.7	-	-	-	Pavement Section
C29/S2	20.7 - 29	25.8	-	1.25*	Tough dark brown to black silty CLAY, some organic (OL)
C29/S3	29 - 42	27.7	-	1.75*	Tough dark brown silty CLAY (CL)
<u>178 Fullerton Avenue, West Bound Lane</u>					
C31/S1	0 - 18.7	-	-	-	Pavement Section
C31/S2	18.7 - 24	-	-	-	Fill: Coarse to medium size gravel, some sand
C31/S3	24 -	-	-	-	Note: Could not advance hand-auger borings due to three inch size gravel

* Based on readings made with a calibrated pocket penetrometer

July 2, 2021



TESTING SERVICE CORPORATION

Corporate Office

Mr. Brian Libunao
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018-4920

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

RE: L - 92,559
Potentially Impacted Property Evaluation for LPC-663 Form
Fullerton Avenue from Schmale Road to Bloomingdale Road
Glendale Heights, IL

Dear Mr. Libunao:

Testing Service Corporation (TSC) has completed a Potentially Impacted Property (PIP) Evaluation, soil sampling, and laboratory analyses for the above captioned project. The general scope of work was presented in TSC's proposal number 66,059R dated December 10, 2020. The General Conditions document which accompanied the proposal also applies to this report. TSC was requested to evaluate site soil conditions for the disposal of construction spoils at a Clean Construction & Demolition Debris (CCDD) or Uncontaminated Soil Fill Operation (USFO) facility.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

Source Site

The source site ("Site") is a portion of Fullerton Avenue, extending from Schmale Road on the west to Bloomingdale Road on the east. The street is in a mixed use residential and commercial area of Glendale Heights, IL. The activity that is generating the soil for disposal is the reconstruction and/or rehabilitation of the street pavement.

Records Review

In accordance with Illinois Administrative Code 35 Part 1100, on behalf of the Site owner, TSC evaluated the historical uses of the Site to identify potential contamination sources, both from the Site and adjoining properties, which may cause the Site to be considered a PIP.

TSC researched the history of the property by reviewing historical topographic maps dating back to 1908 and aerial photographs dating back to 1939. Based on this information, the Site and surrounding area had been used for agricultural purposes since before that time, with Fullerton Avenue at the Site existing to Bloomingdale Road, although being much improved after 1961. Residential subdivision development began on the north side of Fullerton near Bloomingdale Road after 1961. It continued west of President Street after 1962, while the fire station at the northwest corner of Bloomingdale, and the gas station and Glenside Middle School at the southwest corner of Bloomingdale were also constructed. The retail shopping area south of the gas station on the east end was constructed after 1972, subdivision construction on the west was completed, and the Americana School in the center of the Site at the northeast corner of President Street was constructed. Subdivision construction on the south side of Fullerton on the east end is completed after 1974. Fullerton Avenue was extended east of Bloomingdale after 1983, to the southeast of President became a park with a library, subdivision construction on the south and west side of Fullerton was completed, and south of that west of President became a golf course. West of the Site experienced commercial development after 1988 and 1998. The gas station on the southeast was demolished and left a vacant lot after 2012. The Site and surrounding properties then remain as described to the present.

TSC evaluated current Federal and State environmental agency records for the Site and vicinity by obtaining information from an EDR First Report from Environmental Data Resources, Inc. (EDR). The EDR First Report identifies listings on reviewed environmental databases within one quarter mile of the Site address and is utilized in identifying potential contamination sources, both at the Site and from adjoining properties, which may cause the Site to be considered a PIP.

The EDR First Report information does not identify the Site itself on the reviewed environmental databases.

The EDR First Report information does identify adjoining and nearby properties to the Site on the various reviewed environmental databases.

Marathon Oil Co./Pride of Glendale Heights, adjoining the southern side of the eastern end of the source site at 1590 Bloomingdale Road is on Leaking Underground Storage Tank (LUST) database for gasoline releases assigned LUST Incident numbers 912798, 20060114 and 20091111. A No Further Remediation (NFR) letter closing the LUST incidents was issued on August 7, 2013 and recorded on August 23, 2013. The NFR letter includes a groundwater use restriction, engineered barriers and a highway authority agreement which extends beneath Bloomingdale Road, south of Fullerton Avenue, but does not extend beneath Fullerton Avenue. It is also on the Underground Storage Tank (UST) database for having removed six gasoline tanks and two used oil tanks.

Glenside Fire Protection District, on the adjoining the northern side of the eastern end of the source site at 1608 Bloomingdale Road, is on the UST database for having removed a gasoline and a diesel fuel tank, and for having a gasoline and a diesel fuel tank that are currently in use. It is also on the LUST database for a gasoline and diesel release assigned LUST incident number 20140948 with an NFR letter dated November 5, 2014 and recorded on November 12, 2014.

Glendale Lakes Golf Course southwest of the Site adjoining the residences on the south side of the street appears in the database search, but the entries refer to items occurring at the maintenance area which is outside of a likely zone of influence to the Site.

All other properties appearing in the EDR First Report were found by the Site reconnaissance and historical review to be outside a likely zone of influence to the Site.

The EDR First Report information Orphan Summary did identify a property which was found by the Site reconnaissance and historical review to be outside a likely zone of influence to the Site.

Site Reconnaissance

On June 16, 2021, TSC conducted a reconnaissance of the Site and adjoining properties for the purpose of identifying indications of the use or disposal of hazardous substances or petroleum products. The Site is a portion of a street in a mixed use area consistent with information reviewed on topographic maps, aerial photographs, and the EDR environmental database report. No indications of staining, unnaturally stressed vegetation or areas conspicuously absent of vegetation were noted at the Site. No evidence of aboveground storage tanks or of vent or fill pipes suggesting the presence of underground storage tanks were identified at the Site areas to be excavated. No indication of petroleum sheen was identified. No indications of solid waste or drum storage were noted at the Site. No suspect PCB containing equipment or hazardous waste generation was identified on Site. No evidence of the use or release of hazardous substances or petroleum products was identified at the Site in or affecting areas that are to be excavated. No additional sources of potential impact from the Site or adjacent properties were identified. The current status of the surrounding properties is also consistent with the information reviewed and none of the above conditions were noted at their locations within a zone of influence to the Site. No additional sources of potential impact from the Site or adjacent properties were identified.

Based on adjoining and nearby properties to the Site appearing in the environmental database search results, the Site was identified as a Potentially Impacted Property. The collection of soil samples and analysis were performed to evaluate the soil for common contaminants of concern.

Soil Sampling & Analytical Testing

On June 16, 2021, a TSC environmental professional acquired six soil samples (S-1 through S-6), along Fullerton Avenue by hand auger methods. The sample locations are indicated on the attached Sample Location Plan.

Soil at the Site consists generally of silty clay with little sand and gravel. The soil samples were screened using a Mini-RAE 3000 photo-ionization detector (PID), which did not detect any readings exceeding background conditions. No visual or odorous signs of impact were noted in the samples. Samples S-1, S-3, S-5, and S-6 were selected as being representative of Site soil to be removed from the Site. Samples S-5 and S-6 adjoin the former gas station and the Fire Department respectively. These samples were placed in laboratory supplied jars and 5035 preserved vials. The samples were then transported to the analytical laboratory in a cooler on ice using standard chain of custody procedures. TSC's Professional Geologist determined that analysis for Volatile Organic Compounds (VOCs), Polynuclear Aromatic hydrocarbons (PNAs), total RCRA metals, and pH, are appropriate indicator parameters of potential impact to the Site.

The analytical results are presented in the First Environmental Laboratories, Inc. analytical report dated June 25, 2021. The analytical report indicates that no VOCs were detected in any of the samples at

the laboratory reporting limits, except for carbon disulfide at 0.0074 mg/kg which was detected in S-3. PNAs were not detected in samples S-3 or S-6, two of the PNAs were detected in S-3, and the majority of the PNAs were detected at significantly higher concentrations in S-5. Several of the total RCRA metals were detected in all of the samples at the laboratory reporting limits, at typical background levels. The pH values of 8.19 for sample S-1, 8.43 for S-3, 8.40 for S-5, and 8.12 for S-6 are within the required range of 6.25-9.0 units.

The analytical results were compared to the Maximum Allowable Concentrations of Chemical Constituents (MACs) listed in 35 IAC 1100 Subpart F. *The analytical results obtained from the soil sample tested indicate that all analyzed parameters for the Site area represented by sample S-1, S-3, and S-6 meet their respective MACs for disposal at a non-rural CCDD/USFO facility. **The Site area represented by S-5 did not meet the MACs for multiple PNAs.***

Because soil in the area of S-5 did not meet the MACs for PNAs, source site soil in this area is deemed ineligible for disposal at a CCDD/USFO facility, and the LPC-663 form cannot be provided for that soil, as is indicated on the attached Sample Location Plan. The ineligible soil is determined to extend from Bloomingdale Road west approximately 200 feet to the first paved driveway on the south side of Fullerton adjoining the west border of the former Marathon gas station. Soil from that area may be retained onsite in the excluded area or disposed offsite at a Subtitle D landfill. TSC is available to assist you with other disposal options. Typically, disposal of the soil is arranged at a Subtitle D landfill, selected based on trucking and tipping fees. The landfill may be provided the analytical report to determine if additional analytical testing of the soil sample will be required for their acceptance. Additional analytical testing is typically required by the landfill for completion of the waste profile. Please contact TSC if we may be of assistance in completing the waste profile sheets and the sampling requirements required by the landfill.

The IEPA LPC-663 Form, Uncontaminated Soil Certification, signed by a Licensed Professional Geologist, along with the analytical report and chain of custody, has been completed for disposal of the soil from the non-excluded area of the Site, that being Fullerton Avenue from Schmale Road to approximately 200 feet west of Bloomingdale Road in Glendale Heights, IL, as indicated on the attached Sample Location Plan.

TSC recommends the full report be forwarded to the USFO facility selected for disposal. It is noted that USFO facility will make the determination on whether or not they will choose to accept the soil and may request additional analytical data. Additionally, the USFO will screen each load of soil with a PID, which will determine the final acceptance of individual loads, regardless of the analytical results.



We appreciate the opportunity to be of service to you. Please contact us with any questions.

Respectfully,

TESTING SERVICE CORPORATION

A handwritten signature in black ink, appearing to read "BK Walker", is positioned above the name of the Environmental Department Manager.

Brian K. Walker, P.G. #196.000772
Environmental Department Manager

Prepared by:

A handwritten signature in black ink, appearing to read "Aaron J. Ulrey", is positioned above the name of the Project Geologist.

Aaron J. Ulrey, P.G. #196.001390
Project Geologist

BKW:AJU:ljm

Enc: LPC-663 Form
Sample Location Plan
Analytical Report and Chain of Custody
NFR Letters for Adjoining Properties
EDR First Report Information



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: Fullerton Avenue Reconstruction Office Phone Number, if available: 847-823-0500

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

Fullerton Avenue from Schmale Road to approximately 200 feet west of Bloomingdale Road as shown on attached map

City: Glendale Heights State: IL Zip Code: 60139

County: DuPage Township: Bloomingdale

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

Latitude: 41.91724 Longitude: - 88.09116

(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

GPS Map Interpolation Photo Interpolation Survey Other

EDR First Report

IEPA Site Number(s), if assigned: BOL: None BOW: None BOA: None

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

Site Operator

Name: Village of Glendale Heights

Name: Village of Glendale Heights

Street Address: 300 Civic Center Plaza

Street Address: 300 Civic Center Plaza

PO Box: _____

PO Box: _____

City: Glendale Heights State: IL

City: Glendale Heights State: IL

Zip Code: 60139 Phone: (630) 260-6040

Zip Code: 60139 Phone: (630) 260-6040

Contact: Rachael Kaplan, Public Works Director

Contact: Rachael Kaplan, Public Works Director

Email, if available: rachael_kaplan@glendaleheights.org

Email, if available: rachael_kaplan@glendaleheights.org

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):

See attached report. Review of historical topo maps and aerial photos to 1908 indicate the area had been used for agricultural purposes since before that time. Residential development began after 1961. Schools, gas station, fire dept, after 1974. EDR identified adjoining and nearby properties to Site on environmental databases. 5 samples acquired, screened with a PID.

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]:

PID screening sample identified no volatiles above background. Soil samples S-1, S-3, S-5, and S-6, representing site soil conditions, collected for analysis of VOCs, PNAs, total RCRA metals, & pH. Analytical results verify the soil meets non-rural MACs, excluding area of S-5. pH range of 8.12 to 8.43 between 6.25 and 9.0, therefore, soil in that area is uncontaminated.

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

I, Aaron J. Ulrey (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.

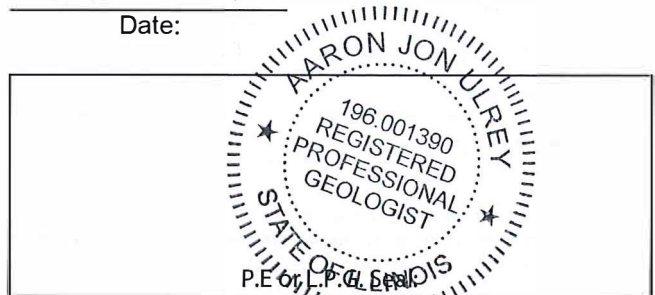
Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: Testing Service Corporation
Street Address: 360 South Main Place
City: Carol Stream State: IL Zip Code: 60188
Phone: 630-462-2600

Aaron J. Ulrey
Printed Name:


Licensed Professional Engineer or
Licensed Professional Geologist Signature:

7-2-2021
Date:





LEGEND

● = TSC Appx. Sample Locations 6/16/21

FULLERTON AVENUE RECONSTRUCTION
FROM SCHMALE TO BLOOMINGDALE
GLENDALE HEIGHTS, IL



TESTING SERVICE CORPORATION
360 SOUTH MAIN PLACE
CAROL STREAM, ILLINOIS 60188

DRAWN BY: AJU

CHECKED BY: BKW

JOB NO. : 92,559

DATE: 6/30/21

PAGE NO.

1 OF 1



June 25, 2021

Mr. Dave Hurst
TESTING SERVICE CORP.
360 S. Main Place
Carol Stream, IL 60188

Project ID: 92559
First Environmental File ID: 21-3743
Date Received: June 18, 2021

Dear Mr. Dave Hurst:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number 1002922021-10: effective 03/23/2021 through 02/28/2022.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Joy Geraci
Project Manager



Case Narrative

TESTING SERVICE CORP.

Lab File ID: **21-3743**

Project ID: **92559**

Date Received: **June 18, 2021**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
21-3743-001	S-1	6/16/2021 10:00
21-3743-002	S-3	6/16/2021 11:00
21-3743-003	S-5	6/16/2021 12:00
21-3743-004	S-6	6/16/2021 12:20

Sample Batch Comments:

Sample acceptance criteria were met.



Case Narrative

TESTING SERVICE CORP.

Lab File ID: **21-3743**

Project ID: **92559**

Date Received: **June 18, 2021**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-1
Sample No: 21-3743-001

Date Collected: 06/16/21
Time Collected: 10:00
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total		Method: 2540G		
Analysis Date: 06/22/21				
Total Solids	89.42		%	
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 06/23/21				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-1
Sample No: 21-3743-001

Date Collected: 06/16/21
Time Collected: 10:00
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 06/23/21				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons		Method: 8270C		Preparation Method 3546
Analysis Date: 06/23/21				
Preparation Date: 06/22/21				
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	167	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Fluoranthene	403	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Total Metals		Method: 6010C		Preparation Method 3050B
Analysis Date: 06/23/21				
Preparation Date: 06/23/21				
Arsenic	6.0	1.0	mg/kg	
Barium	85.0	0.5	mg/kg	
Cadmium	< 0.5	0.5	mg/kg	
Chromium	15.0	0.5	mg/kg	
Lead	63.0	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury		Method: 7471B		
Analysis Date: 06/24/21				
Mercury	< 0.05	0.05	mg/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-1
Sample No: 21-3743-001

Date Collected: 06/16/21
Time Collected: 10:00
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 06/25/21 9:45				
	Method: 9045D 2004			
pH @ 25°C, 1:2	8.19		Units	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-3
Sample No: 21-3743-002

Date Collected: 06/16/21
Time Collected: 11:00
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total		Method: 2540G		
Analysis Date: 06/22/21				
Total Solids	89.42		%	
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 06/23/21				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	7.4	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-3
Sample No: 21-3743-002

Date Collected: 06/16/21
Time Collected: 11:00
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 06/23/21				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons		Method: 8270C		Preparation Method 3546
Analysis Date: 06/23/21				
Preparation Date: 06/22/21				
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	< 90	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Fluoranthene	< 330	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Total Metals		Method: 6010C		Preparation Method 3050B
Analysis Date: 06/23/21				
Preparation Date: 06/23/21				
Arsenic	6.7	1.0	mg/kg	
Barium	96.0	0.5	mg/kg	
Cadmium	< 0.5	0.5	mg/kg	
Chromium	15.6	0.5	mg/kg	
Lead	22.9	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury		Method: 7471B		
Analysis Date: 06/24/21				
Mercury	< 0.05	0.05	mg/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-3
Sample No: 21-3743-002

Date Collected: 06/16/21
Time Collected: 11:00
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 06/25/21 9:45				
	8.43		Units	

Method: 9045D 2004



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-5
Sample No: 21-3743-003

Date Collected: 06/16/21
Time Collected: 12:00
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total		Method: 2540G		
Analysis Date: 06/22/21				
Total Solids	87.58		%	
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 06/23/21				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-5
Sample No: 21-3743-003

Date Collected: 06/16/21
Time Collected: 12:00
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 06/23/21				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons		Method: 8270C		Preparation Method 3546
Analysis Date: 06/23/21				
Preparation Date: 06/22/21				
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	735	330	ug/kg	
Benzo(a)anthracene	3,350	330	ug/kg	
Benzo(a)pyrene	3,400	90	ug/kg	
Benzo(b)fluoranthene	3,120	330	ug/kg	
Benzo(k)fluoranthene	3,060	330	ug/kg	
Benzo(ghi)perylene	1,760	330	ug/kg	
Chrysene	3,770	330	ug/kg	
Dibenzo(a,h)anthracene	490	90	ug/kg	
Fluoranthene	6,170	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	1,980	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
Phenanthrene	1,240	330	ug/kg	
Pyrene	5,380	330	ug/kg	
Total Metals		Method: 6010C		Preparation Method 3050B
Analysis Date: 06/23/21				
Preparation Date: 06/23/21				
Arsenic	7.9	1.0	mg/kg	
Barium	68.1	0.5	mg/kg	
Cadmium	< 0.5	0.5	mg/kg	
Chromium	15.9	0.5	mg/kg	
Lead	18.2	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury		Method: 7471B		
Analysis Date: 06/24/21				
Mercury	< 0.05	0.05	mg/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-5
Sample No: 21-3743-003

Date Collected: 06/16/21
Time Collected: 12:00
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 06/25/21 9:45				
	8.40		Units	

Method: 9045D 2004



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-6
Sample No: 21-3743-004

Date Collected: 06/16/21
Time Collected: 12:20
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total		Method: 2540G		
Analysis Date: 06/22/21				
Total Solids	86.53		%	
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 06/23/21				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-6
Sample No: 21-3743-004

Date Collected: 06/16/21
Time Collected: 12:20
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 06/23/21				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons		Method: 8270C		Preparation Method 3546
Analysis Date: 06/23/21				
Preparation Date: 06/22/21				
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	< 90	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Fluoranthene	< 330	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Total Metals		Method: 6010C		Preparation Method 3050B
Analysis Date: 06/23/21				
Preparation Date: 06/23/21				
Arsenic	10.7	1.0	mg/kg	
Barium	89.7	0.5	mg/kg	
Cadmium	< 0.5	0.5	mg/kg	
Chromium	17.2	0.5	mg/kg	
Lead	20.9	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury		Method: 7471B		
Analysis Date: 06/24/21				
Mercury	< 0.05	0.05	mg/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 92559
Sample ID: S-6
Sample No: 21-3743-004

Date Collected: 06/16/21
Time Collected: 12:20
Date Received: 06/18/21
Date Reported: 06/25/21

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 06/25/21 9:45				
	Method: 9045D 2004			
pH @ 25°C, 1:2	8.12		Units	



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CHAIN OF CUSTODY RECORD

Company Name: TSC
 Street Address: 360 S. MAIN PLACE
 City: WATER STREAM State: IL Zip: 60128
 Phone: 6304226021 e-mail: ENVENR@TSC.COM
 Send Report To: D. HURST
 Sampled By: D. HURST

Project I.D.: 92559

P.O. #: _____

Date/Time Taken	Sample Description	Matrix	Parameter(s)					Hold - Do Not Analyze	Comments	Lab I.D.
			VOCs	PWAS	RLM METALS	PIT				
6-16-21 11:00	S-1	S	X	X	X				21-3743-001	
6-16-21 11:00	S-3	S	X	X	X				-002	
6-16-21 12:30	S-5	S	X	X	X				-003	
6-16-21 12:30	S-6	S	X	X	X				-004	

FOR LAB USE ONLY:
 Cooler Temperature: 0-1-6°C Yes No 29 °C
 Received within 6 hrs. of collection: _____
 Ice Present: Yes No
LAB COURIER USE ONLY:
 Sample Refrigerated: Yes No
 Refrigerator Temperature: _____ °C
 Program: TACO/SRP CCDD NPDES LUST SDWA
 *Matrix Code Key: S-Soil SL-Sludge DW-Drinking Water
 WW-Wastewater GW-Groundwater WIPE-Wipe O-Other

Notes and Special Instructions: _____

Relinquished By: [Signature] Date/Time 6-18-21 1435
 Relinquished By: _____ Date/Time _____
 Received By: [Signature] Date/Time 6-18-21 1435
 Received By: _____ Date/Time _____



Infrastructure · Water · Environment · Buildings

Donna Wallace
Illinois Environmental Protection Agency
Bureau of Land- #24, LUST Section
1021 North Grand Avenue East, P.O. Box 19276
Springfield, IL 62794-9276

RECORDED
NFR

Suite 1900
Chicago
Illinois 60606
Tel 312 575 3700
Fax 312 775 9322
www.arcadis-us.com

Subject:
Marathon Petroleum Company NFR
LPC #0430405034- DuPage County
Former Marathon Station #2327
1590 Bloomingdale Road, Glendale Heights
LUST Incidents #912798, #20060114, and #20091111

ENVIRONMENTAL

recorded
8/23/13

Date:
August 29, 2013

Dear Ms. Wallace,

Contact:
Stephen Vasas

On behalf of Marathon Petroleum Company, ARCADIS is submitting this certified copy of the recorded No Further Remediation (NFR) Letter for former Marathon Station #2327 in Glendale Heights. The NFR Letter was submitted to the DuPage County Recorder on August 23, 2013 and recorded on August 23, 2013.

Phone:
330-515-5692

If you have any questions or comments regarding this submission, please contact the undersigned at 330-515-5692.

Email:
svasas@arcadis-us.com

Sincerely,

Our ref:
CI000804.0009

ARCADIS U.S., Inc.

Stephen Vasas
Senior Geologist

Enclosure (1): Certified Copy of the Recorded NFR Letter

Copies:

Andrew Pufundt, Village of Glendale Heights, IL
Colleen Varga, Marathon Petroleum Company

RECEIVED

EPA - DIVISION OF RECORDS MANAGEMENT
RELEASED

SEP 03 2013

SEP 16 2013

IEPA/BOL

REVIEWER MED

Imagine the result

PREPARED BY:

Name: Marathon Petroleum Company
Attention: Tressa Benedetti

Address: 1590 Bloomingdale Road
Glendale Heights, Illinois



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
AUG. 23, 2013 RHSP 12:22 PM
OTHER 02-34-111-013
015 PAGES R2013-122634

RETURN TO:

Name: Marathon Petroleum Company
Attention: Tressa Benedetti

Address: 539 South Main Street
Findlay, Ohio 45840

**RECORDED
NFR**

(THE ABOVE SPACE FOR RECORDER'S OFFICE)

LEAKING UNDERGROUND STORAGE TANK ENVIRONMENTAL NOTICE

THE OWNER AND/OR OPERATOR OF THE LEAKING UNDERGROUND STORAGE TANK SYSTEM(S) ASSOCIATED WITH THE RELEASE REFERENCED BELOW, WITHIN 45 DAYS OF RECEIVING THE NO FURTHER REMEDIATION LETTER CONTAINING THIS NOTICE, MUST SUBMIT THIS NOTICE AND THE REMAINDER OF THE NO FURTHER REMEDIATION LETTER TO THE OFFICE OF THE RECORDER OR REGISTRAR OF TITLES OF DUPAGE COUNTY IN WHICH THE SITE DESCRIBED BELOW IS LOCATED.



Illinois EPA No.: 0430405034
Leaking UST Incident No.: 912798, No. 20060114 and No. 20091111
Marathon Petroleum Company, the owner and/or operator of the leaking underground storage tank system(s) associated with the above-referenced incident, whose address is 539 South Main Street, Findlay, Ohio 45840, has performed investigative and/or remedial activities for the site identified as follows and depicted on the attached Site Base Map:

- 1. I certify that this is a copy of an instrument recorded in my office.
- 2. *Fred Bucholz*
- 3. Fred Bucholz
- 4. DuPage County Recorder
- 5. Date: 8/23/2013
- 6. Deputy: NLR

Legal Description or Reference to a Plat Showing the Boundaries: (See attached)
Common Address: 1590 Bloomingdale Road, Glendale Heights, Illinois. *Part of 02-34-111-013*
Real Estate Tax Index/Parcel Index Number: ~~X~~02-34-100-006 and ~~X~~02-34-111-010
Site Owner: Angel Associates, LP
Land Use Limitation: The land use shall be industrial/commercial. The groundwater under the site shall not be used as a potable water supply.
See the attached No Further Remediation Letter for other terms.

RECEIVED

SEP 03 2013

Attachment: Site Base Map locating barrier, Site Base Map location Highway Authority Agreement, Legal description and Glendale Heights Groundwater Ordinance

EPA/BOL
RELEASE

SEP 16 2013



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217)782-2829
PAT QUINN, GOVERNOR LISA BONNETT, DIRECTOR

217/524-3300

CERTIFIED MAIL

7011 1150 0001 0862 5767

AUG 07 2013

Marathon Petroleum Company
Attention: Tressa Benedetti
539 South Main Street
Findlay, Ohio 45840

RECORDED
NFR

Re: LPC # 0430405034 -- DuPage County
Glendale Heights/ Marathon Station #2327
1590 Bloomingdale Road
Leaking UST Incident No. 912798, No. 20060114 and No. 20091111 -- NFR Letter
Leaking UST Technical File

Dear Ms. Benedetti:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the Corrective Action Completion Report submitted for the above-referenced incident. This information was dated July 12, 2013 and was received by the Illinois EPA on July 12, 2013. Citations in this letter are from the Environmental Protection Act (Act), as amended by Public Act 92-0554 on June 24, 2002, and Public Act 96-0908 on June 8, 2010, and 35 Illinois Administrative Code (35 Ill. Adm. Code).

The Corrective Action Completion Report and associated Licensed Professional Engineer Certification submitted pursuant to Section 57.7(b)(5) of the Act and 35 Ill. Adm. Code 734.135(d) indicate corrective action for the above-referenced site was conducted in accordance with the Corrective Action Plan approved by the Illinois EPA. The Corrective Action Completion Report demonstrates that the requirements of Section 57.7(b) of the Act have been satisfied.

Based upon the certification by Ali C. Wright, a Licensed Professional Engineer, and pursuant to Section 57.10 of the Act (415 ILCS 5/57.10), your request for a no further remediation determination is granted under the conditions and terms specified in this letter.

Issuance of this No Further Remediation Letter (Letter), based on the certification of the Licensed Professional Engineer, signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with; (2) all corrective action concerning the remediation of the occurrence has been completed; and (3) no further corrective action concerning the occurrence is necessary for the protection of human health, safety, and the environment. Pursuant to Section 57.10(d) of the Act, this Letter shall apply in favor of the following parties:

1. Marathon Petroleum Company, the owner or operator of the underground storage tank system(s).
2. Any parent corporation or subsidiary of such owner or operator.

4302 N. Main St., Rockford, IL 61103 (815)987-7760
595 S. State, Elgin, IL 60123 (847)608-3131
2125 S. First St., Champaign, IL 61820 (217)278-5800
2009 Moll St., Collinsville, IL 62234 (618)346-5120

9511 Harrison St., Des Plaines, IL 60016 (847)294-4000
5407 N. University St., Arbor 113, Peoria, IL 61614 (309)693-5462
2309 W. Main St., Suite 116, Marion, IL 62959 (618)993-7200
100 W. Randolph, Suite 10-300, Chicago, IL 60601 (312)814-6026

3. Any co-owner or co-operator, either by joint tenancy, right-of-survivorship, or any other party sharing a legal relationship with the owner or operator to whom the Letter is issued.
4. Any holder of a beneficial interest of a land trust or inter vivos trust whether revocable or irrevocable.
5. Any mortgagee or trustee of a deed of trust of such owner or operator.
6. Any successor-in-interest of such owner or operator.
7. Any transferee of such owner or operator whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest.
8. Any heir or devisee of such owner or operator.
9. An owner of a parcel of real property to the extent that this Letter applies to the occurrence on that parcel.

This Letter and all attachments, including but not limited to the Leaking Underground Storage Tank Environmental Notice, must be filed within 45 days of receipt as a single instrument with the Office of the Recorder or Registrar of Titles in the county in which the above-referenced site is located. In addition, the Groundwater Ordinance (photocopy attached) must be filed as an attachment of this Letter with the Office of the Recorder or Registrar of Titles of the applicable county. This Letter shall not be effective until officially recorded by the Office of the Recorder or Registrar of Titles of the applicable county in accordance with Illinois law so it forms a permanent part of the chain of title for the above-referenced property. Within 30 days of this Letter being recorded, an accurate and official copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA. For recording purposes, it is recommended that the Leaking Underground Storage Tank Environmental Notice of this Letter be the first page of the instrument filed.

CONDITIONS AND TERMS OF APPROVAL

LEVEL OF REMEDIATION AND LAND USE LIMITATIONS

1. The remediation objectives for the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, were established in accordance with the requirements of the Tiered Approach to Corrective Action Objectives (35 Ill. Adm. Code 742) rules.
2. As a result of the release from the underground storage tank system(s) associated with the above-referenced incident, the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter, shall not be used in a manner inconsistent with the following land use limitation: The land use shall be industrial/commercial. The groundwater under the site shall not be used as a potable water supply.

3. The land use limitation specified in this Letter may be revised if:
 - a. Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b. A new No Further Remediation Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

PREVENTIVE, ENGINEERING, AND INSTITUTIONAL CONTROLS

4. Preventive: Prior to commencement of any future excavation and/or construction in or near the contaminated zone of the remediation site, a safety plan for this remediation site is required that is consistent with the National Institute for Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities; Occupational Safety and Health Administration regulations, particularly in 29 CFR 1910 and 1926; state and local regulations; and other U.S. EPA guidance as provided. At a minimum, the plan should address possible worker exposure if any future excavation and construction activities occur within the contaminated soil.

The groundwater under the site described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter shall not be used as a potable water supply. No person shall construct, install, maintain, or utilize a potable water supply well. In accordance with Section 3.65 of the Act, "potable" means generally fit for human consumption in accordance with accepted water supply principles and practices.

Engineering: A concrete/asphalt barrier that is sufficient in thickness to inhibit the inhalation and ingestion of the contaminated media must remain over the contaminated soil as outlined in the attached Site Base Map. This concrete/asphalt barrier is to be properly maintained as an engineered barrier to inhibit inhalation and ingestion of the contaminated media.

Institutional: This Letter shall be recorded as a permanent part of the chain of title for the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter.

Highway Authority Agreement

County of DuPage agrees, through the use of a Highway Authority Agreement, to allow contaminated groundwater and/or soil to remain beneath its highway right-of-way adjacent to the site located at 1590 Bloomingdale Road, Glendale Heights, Illinois. Specifically, as shown on the attached map, contamination will remain in the right-of-way for Bloomingdale Road as indicated in the Highway Authority Agreement. The Highway Authority agrees to: (a) prohibit the use of groundwater under the highway right-of-way that is contaminated above Tier 1

groundwater remediation objectives as a potable or other domestic supply of water, and (b) limit access to soil contamination under the highway right-of-way that is contaminated above residential Tier 1 soil remediation objectives. A copy of the Highway Authority Agreement can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to the Bureau of Land, FOIA Unit as detailed elsewhere in this letter. Questions regarding the Highway Authority Agreement should be directed to:

DuPage County Division of Transportation
Attention: County Engineer
421 North County Farm Road - 2nd. Floor
Wheaton, Illinois 60187

Environmental Land Use Control

The owner or operator acknowledges and agrees that issuance of this Letter is based upon an agreement by the property owner(s) of the real property located at the common address, 1554-1580 Bloomingdale Road, Glendale Heights, Illinois (Property), through the use of the recorded Environmental Land Use Control (ELUC), to allow contaminated groundwater and/or soil to remain beneath the Property. Specifically, the owner(s) of the Property has agreed, for himself/herself and his/her heirs, grantees, successors, assigns, transferees and any other owner, occupant, lessee, possessor or user of the Property, or the holder of any portion thereof or interest therein, that certain limitations or requirements have been imposed upon the use of the Property in accordance with the terms and conditions of the recorded ELUC. Unless other remedies that may be available are satisfied, a failure to comply with the limitations or requirements of the recorded ELUC may result in voidance of this Letter. The failure to comply with the limitations or requirements of the recorded ELUC may also be grounds for an enforcement action pursuant to Title VIII of the Act.

Information regarding the recorded ELUC and/or remediation performed on the Property may be obtained from the Illinois EPA through a written request under the Freedom of Information Act (5 ILCS 140) to the Bureau of Land, FOIA Unit as detailed elsewhere in this Letter.

5. Failure to establish, operate, and maintain controls in full compliance with the Act, applicable regulations, and the approved corrective action plan, if applicable, may result in voidance of this Letter.

OTHER TERMS

6. Any contaminated soil and/or groundwater removed or excavated from, or disturbed at, the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, must be handled in accordance with all applicable laws and regulations under 35 Ill. Adm. Code Subtitle G.

7. Further information regarding the above-referenced site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attention: Freedom of Information Act Officer
Bureau of Land - #24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

8. Pursuant to 35 Ill. Adm. Code 734.720, should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide Notice of Voidance to the owner or operator of the leaking underground storage tank system(s) associated with the above-referenced incident and the current title holder of the real estate on which the tanks were located, at their last known addresses. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of the voidance. Specific acts or omissions that may result in the voidance of this Letter include, but shall not be limited to:

- a. Any violation of institutional controls or industrial/commercial land use restrictions;
- b. The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
- c. The disturbance or removal of contamination that has been left in-place in accordance with the Corrective Action Plan or Completion Report;
- d. The failure to comply with the recording requirements for the Letter;
- e. Obtaining the Letter by fraud or misrepresentation; or
- f. Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment.

Submit an accurate and official copy of this Letter, as recorded, to:

Illinois Environmental Protection Agency
Bureau of Land - #24
Leaking Underground Storage Tank Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

Page 6

If you have any questions or need further assistance, please contact the Illinois EPA project manager, Donna Wallace, at (217) 524-1283.

Sincerely,

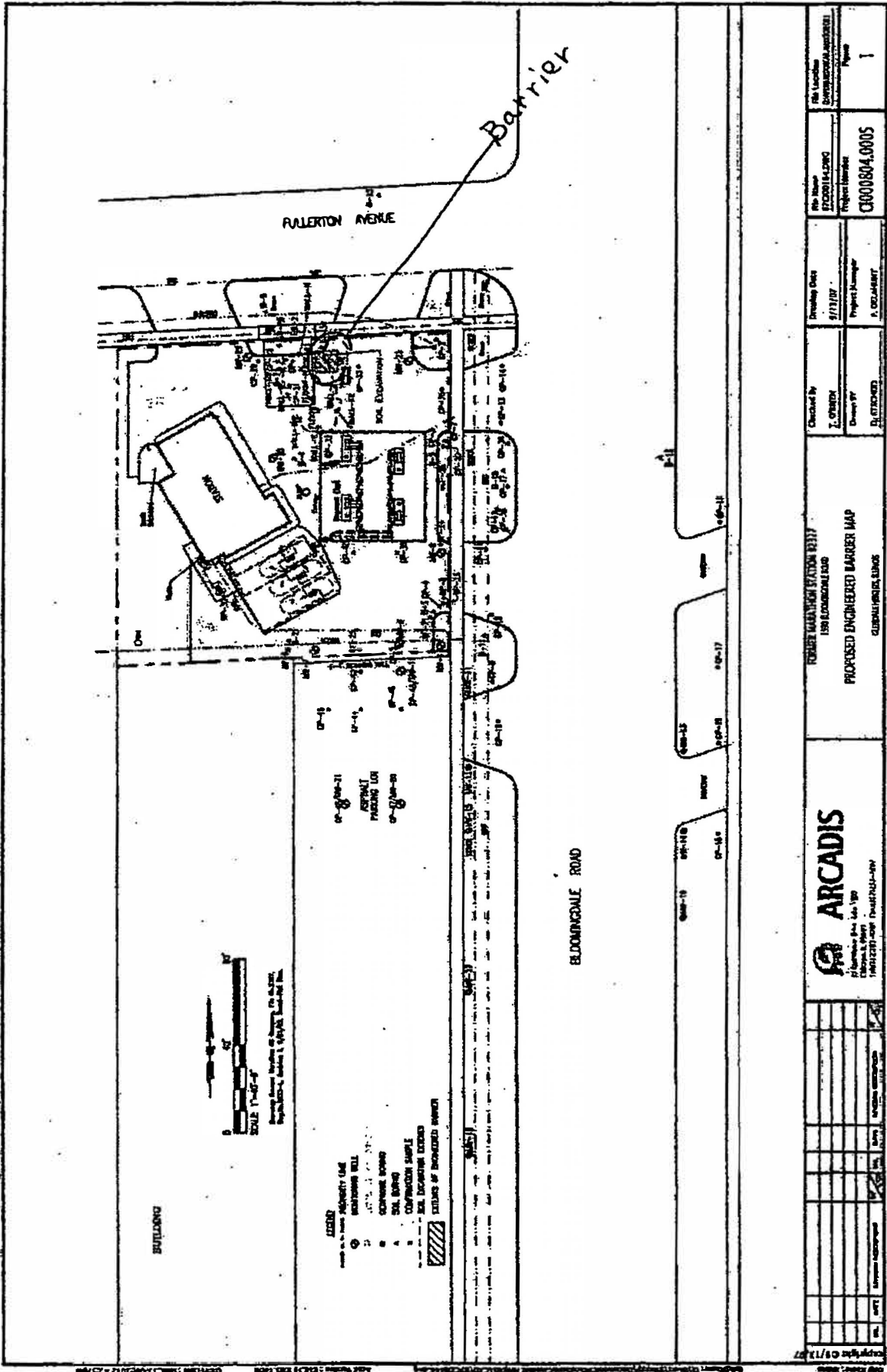
A handwritten signature in black ink, appearing to read 'T. Henninger', with a long horizontal line extending to the right.

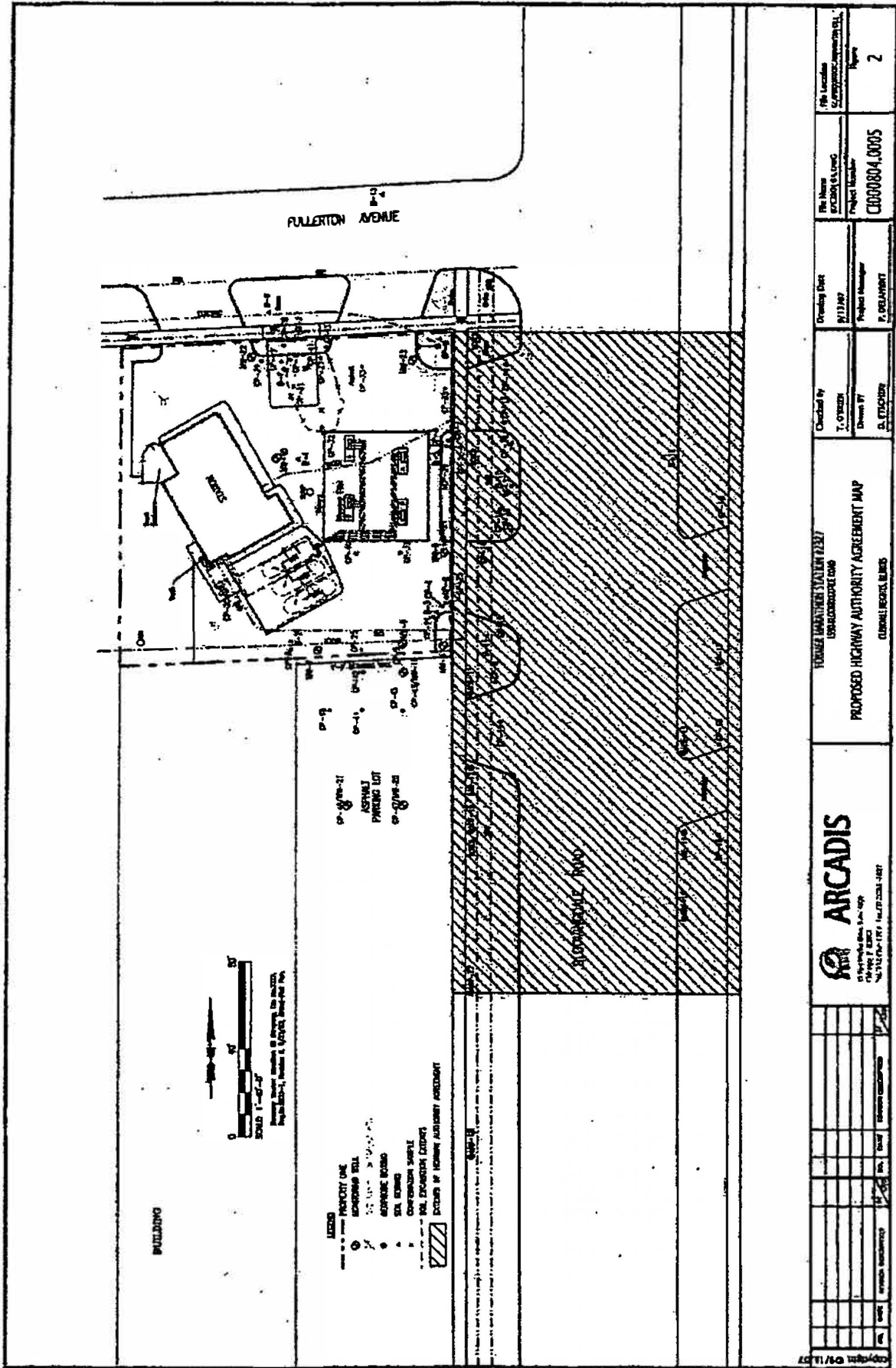
Thomas A. Henninger
Unit Manager
Leaking Underground Storage Tank Section
Division of Remediation Management
Bureau of Land

TAH:DW:dw\

Attachments: Leaking Underground Storage Tank Environmental Notice
Base Map locating barrier
Base Map locating Highway Authority Agreement area
Legal description
Glendale Heights City Groundwater Ordinance

c: ARCADIS US
BOL File





ARCADIS <small>15000 North 10th Street, Suite 1000 Phoenix, AZ 85020 Tel: 602.998.1111 Fax: 602.998.1487</small>		PROPOSED HIGHWAY AUTHORITY AGREEMENT MAP <small>GEORGE WASHINGTON STATEWAY 72327 US-90/200/200E/200W</small>		Checked by T. O'NEILL Drawn by D. FITCHNER	Drawing Date 8/13/09 Project Manager P. DELAPORTE	File Name ARCADIS_081109 Project Number CD000804.0005	File Location C:\Programme\arcadis\081109 Figure 2
--	--	---	--	---	--	--	---

EXHIBIT A

THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 200.06 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 200.06 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 200.06 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 200.06 FEET TO THE PLACE OF BEGINNING. (EXCEPT THEREFROM THE EAST 50.0 FEET THEREOF, AS MEASURED PERPENDICULAR TO THE EAST LINE, AND EXCEPT THE NORTH 50.0 FEET THEREOF, AS MEASURED PERPENDICULAR TO THE NORTH LINE) IN DUPAGE COUNTY, ILLINOIS.

Now known as:

PARCEL 1:

Lot 1 of Lan's Subdivision in Section 34, Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 11, 1968 as Document R68-57886 in DuPage County, Illinois.



STATE OF ILLINOIS)
 COUNTY OF DUPAGE) SS

CERTIFICATE

I, Marie Schmidt, do hereby certify that I am the duly qualified Village Clerk of the Village of Glendale Heights, in the County and State aforesaid, and as such Deputy Clerk, I am the keeper of the official journal, records and files of the President and Board of Trustees of said Village.

I do further certify that the attached and foregoing is a full, true and correct copy of ORDINANCE 2012-74, AN ORDINANCE AMENDING SECTION 9-21-1, ENTITLED "CONNECTION REQUIRED," OF ARTICLE A, ENTITLED "CONNECTION REQUIREMENTS" OF CHAPTER 2, ENTITLED "WATER USE AND SERVICE," OF TITLE 9, ENTITLED "WATER AND SEWER," OF THE VILLAGE CODE OF THE VILLAGE OF GLENDALE HEIGHTS, DUPAGE COUNTY, ILLINOIS

IN WITNESS WHEREOF, I have hereunto affixed by official signature and the corporate seal of said Village of Glendale Heights, DuPage County, Illinois this 20th day of November, 2012.



Marie Schmidt by [Signature]
 Marie Schmidt Village Clerk *Village Administrator*

ORDINANCE NO. 2012 - 74

**AN ORDINANCE AMENDING SECTION 9-21-1, ENTITLED "CONNECTION
REQUIRED," OF ARTICLE A, ENTITLED "CONNECTION REQUIREMENTS," OF
CHAPTER 2, ENTITLED "WATER USE AND SERVICE," OF TITLE 9, ENTITLED
"WATER AND SEWER," OF THE VILLAGE CODE OF THE VILLAGE OF
GLENDALE HEIGHTS, DUPAGE COUNTY, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 15th DAY OF NOVEMBER, 2012.**

**Published in pamphlet form by
authority of the corporate authorities
of the Village of Glendale Heights, Illinois,
the 15th day of November, 2012.**

ORDINANCE NO. 2012 - 74

AN ORDINANCE AMENDING SECTION 9-21-1, ENTITLED "CONNECTION REQUIRED," OF ARTICLE A, ENTITLED "CONNECTION REQUIREMENTS," OF CHAPTER 2, ENTITLED "WATER USE AND SERVICE," OF TITLE 9, ENTITLED "WATER AND SEWER," OF THE VILLAGE CODE OF THE VILLAGE OF GLENDALE HEIGHTS, DUPAGE COUNTY, ILLINOIS

BE IT ORDAINED by the President and Board of Trustees of the Village of Glendale Heights, DuPage County, Illinois, as follows:

Section 1. That Section 9-2A-1, entitled "Connection Requirements," of Chapter 2, entitled "Water Use and Service," of Title 9, entitled "Water and Sewer," of the Village Code of the Village of Glendale Heights, DuPage County, Illinois, be and hereby is amended by deleting the same in its entirety and inserting therefor the follow:

9-2A-1: CONNECTION REQUIRED:

- A. Use of groundwater as a potable water supply prohibited.

Except for such uses or methods in existence before the effective date of this ordinance, the use or attempt to use as a potable water supply groundwater from within the corporate limits of the Village of Glendale Heights, as a potable water supply, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the Village of Glendale Heights.

- B. Definitions.

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods, but does not include irrigation.

- C. Penalties.

Any person violating the provisions of this Section shall be subject to a fine in accordance with Chapter 4 of the Glendale Heights Village Code.

Section 2. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed insofar as they are in conflict with this Ordinance.

Section 3. That if any provision of this Ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of this Ordinance as a whole or of any portion not adjudged invalid.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES: Trustees Schmidt, Light, Martato, Pojack, Schroeder

NAYS: None

ABSENT: Trustee Fonta


Village President

PASSED: This 15th day of November, 2012.

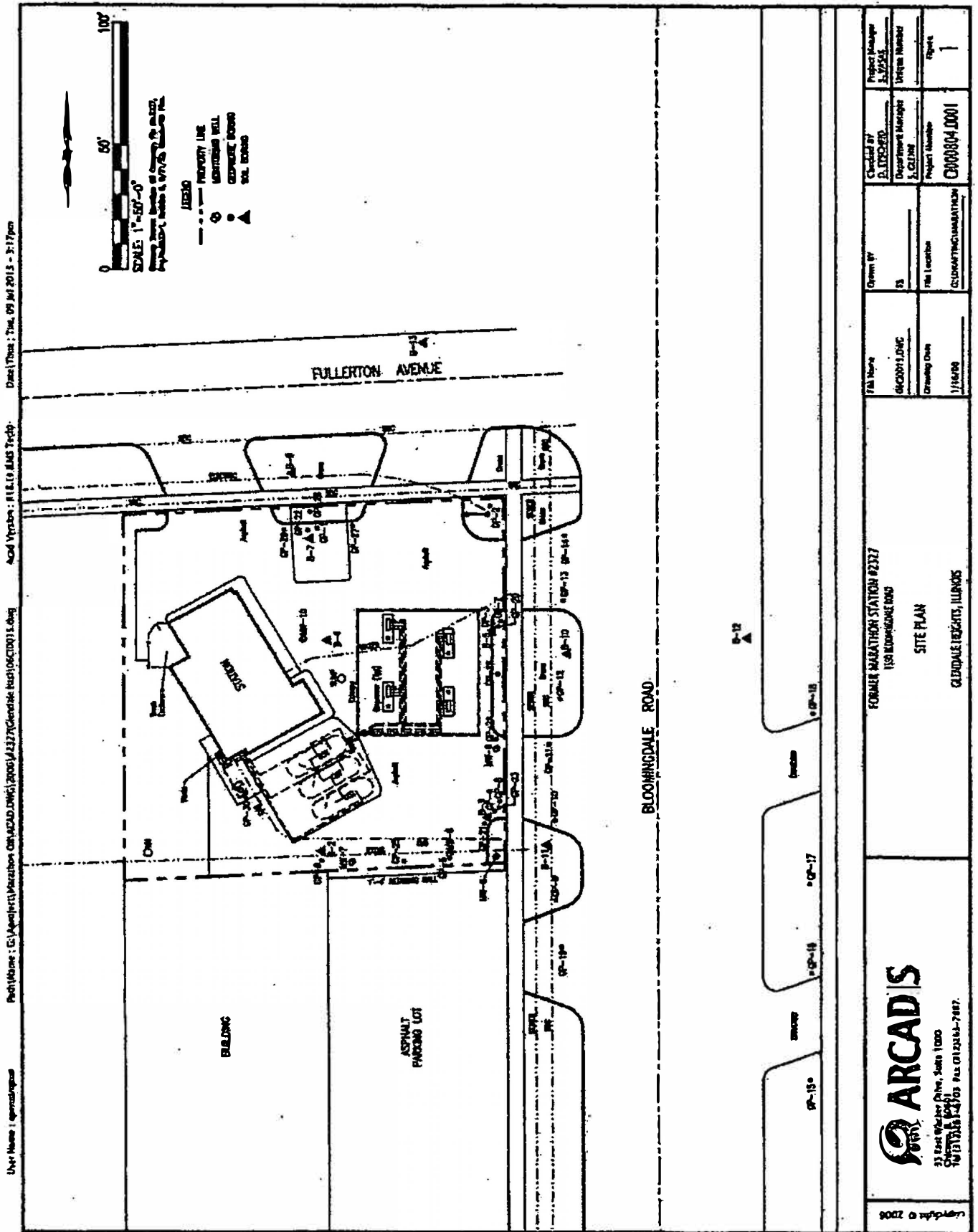
APPROVED: This 15th day of November, 2012.

PUBLISHED: This 15th day of November, 2012.

ATTEST:


Village Clerk





<p>Checked by S. J. DICKERSON</p> <p>Department Manager S. J. DICKERSON</p> <p>Project Number C0000804.0001</p>	<p>Drawn by TS</p> <p>File Location C:\DWG\PROJECTS\MARATHON</p>	<p>Project Manager S. J. DICKERSON</p> <p>Drawn Number 1</p>
<p>File Name 0609011.DWG</p> <p>Created Date 1/16/08</p>	<p>FORMER MARATHON STATION #2327 158 WOODBINE ROAD SITE PLAN GLEN DALE HEIGHTS, ILLINOIS</p>	<p>Copyright © 2008</p> <p>ARCADIS 33 East Wacker Drive, Suite 1000 Chicago, IL 60601 Tel: (312) 618-7400 Fax: (312) 618-7487</p>

PREPARED BY:

Name: Glenside Fire Protection District
Mr. James Reid

Address: 1608 Bloomingdale Road
Glendale Heights, IL 60139



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
NOV. 12, 2014 RHSP 2:00 PM
OTHER \$46.00 02-27-326-046
010 PAGES R2014-106563

RETURN TO:

Name: Glenside Fire Protection District
Mr. James Reid

Address: 1608 Bloomingdale Road
Glendale Heights, IL 60139

**RECORDED
NFR**

Recorded
11/12/14

(THE ABOVE SPACE FOR RECORDER'S OFFICE)

LEAKING UNDERGROUND STORAGE TANK ENVIRONMENTAL NOTICE

THE OWNER AND/OR OPERATOR OF THE LEAKING UNDERGROUND STORAGE TANK SYSTEM(S) ASSOCIATED WITH THE RELEASE REFERENCED BELOW, WITHIN 45 DAYS OF RECEIVING THE NO FURTHER REMEDIATION LETTER CONTAINING THIS NOTICE, MUST SUBMIT THIS NOTICE AND THE REMAINDER OF THE NO FURTHER REMEDIATION LETTER TO THE OFFICE OF THE RECORDER OR REGISTRAR OF TITLES OF DUPAGE COUNTY IN WHICH THE SITE DESCRIBED BELOW IS LOCATED.

Illinois EPA No.: 0430400001

Leaking UST Incident No.: 20140948

Glenside Fire Protection District, Mr. James Reid, the owner and/or operator of the leaking underground storage tank system(s) associated with the above-referenced incident, whose address is 1608 Bloomingdale Road, Glendale Heights, IL 60139, has performed investigative and/or remedial activities for the site identified as follows and depicted on the attached Site Base Map:

1. Legal Description or Reference to a Plat Showing the Boundaries: see attachment
2. Common Address: 1608 Bloomingdale Road, Glendale Heights, Illinois
3. Real Estate Tax Index/Parcel Index Number: 02-27-326-046
4. Site Owner: Glenside Fire Protection District, Mr. James Reid
5. Land Use Limitation: There are no land use limitations.
6. See the attached No Further Remediation Letter for other terms.

dm

EPA DIVISION OF RECORDS MANAGEMENT
RELEASABLE

RECEIVED

DEC 01 2014

NOV 17 2014

REVIEWER: JKS

IEPA/BOL

Leaking Underground Storage Tank Environmental Notice



I certify that this is a copy of an instrument recorded in my office.

Fred Bucholz
Fred Bucholz
DuPage County Recorder
Date: 11/12/2014
Deputy:

1. Glenside Fire Protection District, Mr. James Reid, the owner or operator of the underground storage tank system(s).
2. Any parent corporation or subsidiary of such owner or operator.
3. Any co-owner or co-operator, either by joint tenancy, right-of-survivorship, or any other party sharing a legal relationship with the owner or operator to whom the Letter is issued.
4. Any holder of a beneficial interest of a land trust or inter vivos trust whether revocable or irrevocable.
5. Any mortgagee or trustee of a deed of trust of such owner or operator.
6. Any successor-in-interest of such owner or operator.
7. Any transferee of such owner or operator whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest.
8. Any heir or devisee of such owner or operator.
9. An owner of a parcel of real property to the extent that this Letter applies to the occurrence on that parcel.

This Letter and all attachments, including but not limited to the Leaking Underground Storage Tank Environmental Notice, must be filed within 45 days of receipt as a single instrument with the Office of the Recorder or Registrar of Titles in the county in which the above-referenced site is located. This Letter shall not be effective until officially recorded by the Office of the Recorder or Registrar of Titles of the applicable county in accordance with Illinois law so it forms a permanent part of the chain of title for the above-referenced property. Within 30 days of this Letter being recorded, an accurate and official copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA. For recording purposes, it is recommended that the Leaking Underground Storage Tank Environmental Notice of this Letter be the first page of the instrument filed.

CONDITIONS AND TERMS OF APPROVAL

LEVEL OF REMEDIATION AND LAND USE LIMITATIONS

1. The remediation objectives for the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, were established in accordance with the requirements of the Tiered Approach to Corrective Action Objectives (35 Ill. Adm. Code 742) rules.

RECEIVED

NOV 17 2014

IEPA/BOL

2. As a result of the release from the underground storage tank system(s) associated with the above-referenced incident, the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter, shall not be used in a manner inconsistent with the following land use limitation: There are no land use limitations.
3. The land use limitation specified in this Letter may be revised if:
 - a. Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b. A new No Further Remediation Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

PREVENTIVE, ENGINEERING, AND INSTITUTIONAL CONTROLS

4. Preventive: None.

Engineering: None.

Institutional: This Letter shall be recorded as a permanent part of the chain of title for the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter.
5. Failure to establish, operate, and maintain controls in full compliance with the Act, applicable regulations, and the approved corrective action plan, if applicable, may result in voidance of this Letter.

OTHER TERMS

6. Any contaminated soil or groundwater removed or excavated from, or disturbed at, the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, must be handled in accordance with all applicable laws and regulations under 35 Ill. Adm. Code Subtitle G.
7. Further information regarding the above-referenced site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attention: Freedom of Information Act Officer
Bureau of Land - #24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

8. Pursuant to 35 Ill. Adm. Code 734.720, should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the owner or operator of the leaking underground storage tank system(s) associated with the above-referenced incident and the current title holder of the real estate on which the tanks were located, at their last known addresses. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of the voidance. Specific acts or omissions that may result in the voidance of this Letter include, but shall not be limited to:
- a. Any violation of institutional controls or industrial/commercial land use restrictions;
 - b. The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c. The disturbance or removal of contamination that has been left in-place in accordance with the Corrective Action Plan or Completion Report;
 - d. The failure to comply with the recording requirements for the Letter;
 - e. Obtaining the Letter by fraud or misrepresentation; or
 - f. Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment.

Submit an accurate and official copy of this Letter, as recorded, to:

Illinois Environmental Protection Agency
Bureau of Land - #24
Leaking Underground Storage Tank Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

Page 5

If you have any questions or need further assistance, please contact the Illinois EPA project manager, Dave Myers, at 217/785-7491.

Sincerely,

A handwritten signature in black ink, appearing to read 'T.A.H.', with a long horizontal flourish extending to the right.

Thomas A. Henninger
Unit Manager
Leaking Underground Storage Tank Section
Division of Remediation Management
Bureau of Land

TAH:dm: \nfr.doc

Attachments: Leaking Underground Storage Tank Environmental Notice
Site Base Map
Plat of Survey (2 pages)

c: Marlin Environmental
BOL File

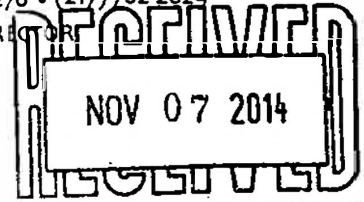


ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-2829

PAT QUINN, GOVERNOR

LISA BONNETT, DIRECTOR



217/524-3300

CERTIFIED MAIL

7012 0470 0001 2967 6888

NOV 05 2014

Glenside Fire Protection District
Mr. James Reid
1608 Bloomingdale Road
Glendale Heights, IL 60139

Re: LPC #0430400001 -- DuPage County
Glendale Heights/ Glenside Fire Protection District
1608 Bloomingdale Road
Leaking UST Incident No. 20140948 -- NFR Letter
Leaking UST Technical File

RECORDED
NFR

Dear Mr. Reid:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the Early Action Tier I Remediation Objectives Compliance Report submitted for the above-referenced incident. This information was dated October 10, 2014 and was received by the Illinois EPA on October 21, 2014. Citations in this letter are from the Environmental Protection Act (415 ILCS 5) (Act) and Title 35 of the Illinois Administrative Code (35 Ill. Adm. Code).

The Early Action Tier 1 Remediation Objectives Compliance Report and the Licensed Professional Engineer Certification submitted pursuant to Section 57.6 of the Act and 35 Ill. Adm. Code 734.135(d) indicate the remediation objectives have been met.

Based upon the certification by Robert Renguso, a Licensed Professional Geologist, and pursuant to Section 57.10 of the Act (415 ILCS 5/57.10), your request for a no further remediation determination is granted under the conditions and terms specified in this letter.

Issuance of this No Further Remediation Letter (Letter), based on the certification of the Licensed Professional Geologist, signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with; (2) all corrective action concerning the remediation of the occurrence has been completed; and (3) no further corrective action concerning the occurrence is necessary for the protection of human health, safety, and the environment. Pursuant to Section 57.10(d) of the Act, this Letter shall apply in favor of the following parties:

4302 N. Main St., Rockford, IL 61103 (815) 987-7760
595 S. State, Elgin, IL 60123 (847) 608-3131
2125 S. First St., Champaign, IL 61820 (217) 278-5800
2009 Mall St., Collinsville, IL 62234 (618) 346-5120

9511 Harrison St., Des Plaines, IL 60016 (847) 294-4000
412 SW Washington St., Suite D, Peoria, IL 61602 (309) 671-3022
2309 W. Main St., Suite 116, Marion, IL 62959 (618) 993-7200
100 W. Randolph, Suite 10-300, Chicago, IL 60601 (312) 814-6026

RES CERTIFICATE

OF TRUSTEES OF THE VILLAGE OF
 TY, ILLINOIS, AT A MEETING HELD
 A.D. 2004



FICATE

ILLINOIS DEPARTMENT OF
 HWAY ACCESS PURSUANT TO
 LAW IN RELATION TO PLATS,
 REQUIREMENTS CONTAINED IN
 FOR ACCESS DRIVEWAYS TO
 THE DEPARTMENT.

CERTIFICATE

COUNTY CLERK OF
 RTIFY THAT THERE ARE NO
 CURRENT GENERAL TAXES, NO
 EMABLE TAX SALES AGAINST
 T. I. FURTHER CERTIFY THAT I
 CONNECTION WITH THE PLAT.

COUNTY OF DUPAGE ILLINOIS



CERTIFICATE

RECORDER'S OFFICE OF
 DAY OF
 2, 2005 AT
 WOODRIDGE ILLINOIS

For Details of this
 Resolution 2004-2-10
 See Doc. 2005-01054

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, ANTHONY J. STRICKLAND, AN ILLINOIS
 PROFESSIONAL LAND SURVEYOR IN THE STATE AND COUNTY AFORESAID
 HAVE SURVEYED, CONSOLIDATED AND PLATTED FOR THE OWNER(S)
 THEREOF PART OF THE SOUTHEAST QUARTER OF SECTION 28,
 TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, AND IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP
 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
 DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION

LOTS 1 THROUGH 4, AND LOTS 57 & 58, ALL INCLUSIVE, IN BLOCK 7, IN
 GLENDALE TERRACE UNIT NO. 2, BEING A SUBDIVISION IN THE
 SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10
 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE SOUTHWEST
 QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
 RECORDED SEPTEMBER 28, 1961 AS DOCUMENT R61-24052, IN DUPAGE
 COUNTY, ILLINOIS.

ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 7 IN GLENDALE
 TERRACE UNIT 2, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF
 SECTION 28, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD
 PRINCIPAL MERIDIAN, AND IN THE SOUTHWEST QUARTER OF SECTION 27,
 TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28,
 1961 AS DOCUMENT R61-24052, THENCE NORTH 89 DEGREES 43
 MINUTES 08 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF
 FULLERTON AVENUE 228.64 FEET TO THE SOUTHWEST CORNER OF LOT
 57; THENCE NORTH 00 DEGREES 39 MINUTES 08 SECONDS EAST ALONG
 THE WEST LINE OF LOT 57 IN SAID BLOCK 101.23 FEET TO THE
 NORTHWEST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 34
 MINUTES 37 SECONDS WEST ALONG THE NORTH LINE OF LOT 59.97 FEET
 TO THE SOUTHWEST CORNER OF LOT 4 IN SAID BLOCK; THENCE NORTH
 00 DEGREES 39 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF
 SAID LOT 101.08 FEET TO THE NORTHWEST CORNER OF SAID LOT ALSO
 BEING THE SOUTH RIGHT-OF-WAY LINE OF MONTANA AVENUE; THENCE
 SOUTH 89 DEGREES 25 MINUTES 52 SECONDS EAST ALONG SAID
 RIGHT-OF-WAY LINE 178.98 FEET TO THE NORTHEAST CORNER OF
 BLOCK 7 ALSO BEING THE WEST RIGHT-OF-WAY OF BLOOMINGDALE
 ROAD; THENCE SOUTH 03 DEGREES 34 MINUTES 46 SECONDS WEST
 ALONG SAID WEST RIGHT-OF-WAY 201.59 FEET TO THE PLACE OF
 BEGINNING ALL IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT MONUMENTS WILL BE SET AT ALL LOT
 CORNERS, POINTS OF CURVATURE AND TANGENCY, AS INDICATED UPON
 COMPLETION OF CONSTRUCTION, AND THAT THE PLAT HEREON DRAWN
 CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION. DIMENSIONS
 ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE
 CORPORATE LIMITS OF THE VILLAGE OF GLENDALE HEIGHTS.

I FURTHER CERTIFY THAT THE PROPERTY FALLS IN ZONE C (AREAS OF
 MINIMAL FLOODING) AS PER FLOOD INSURANCE RATE MAP OF GLENDALE
 HEIGHTS COMMUNITY PANEL 170026 0001 C REVISED JANUARY 1st, 1982.

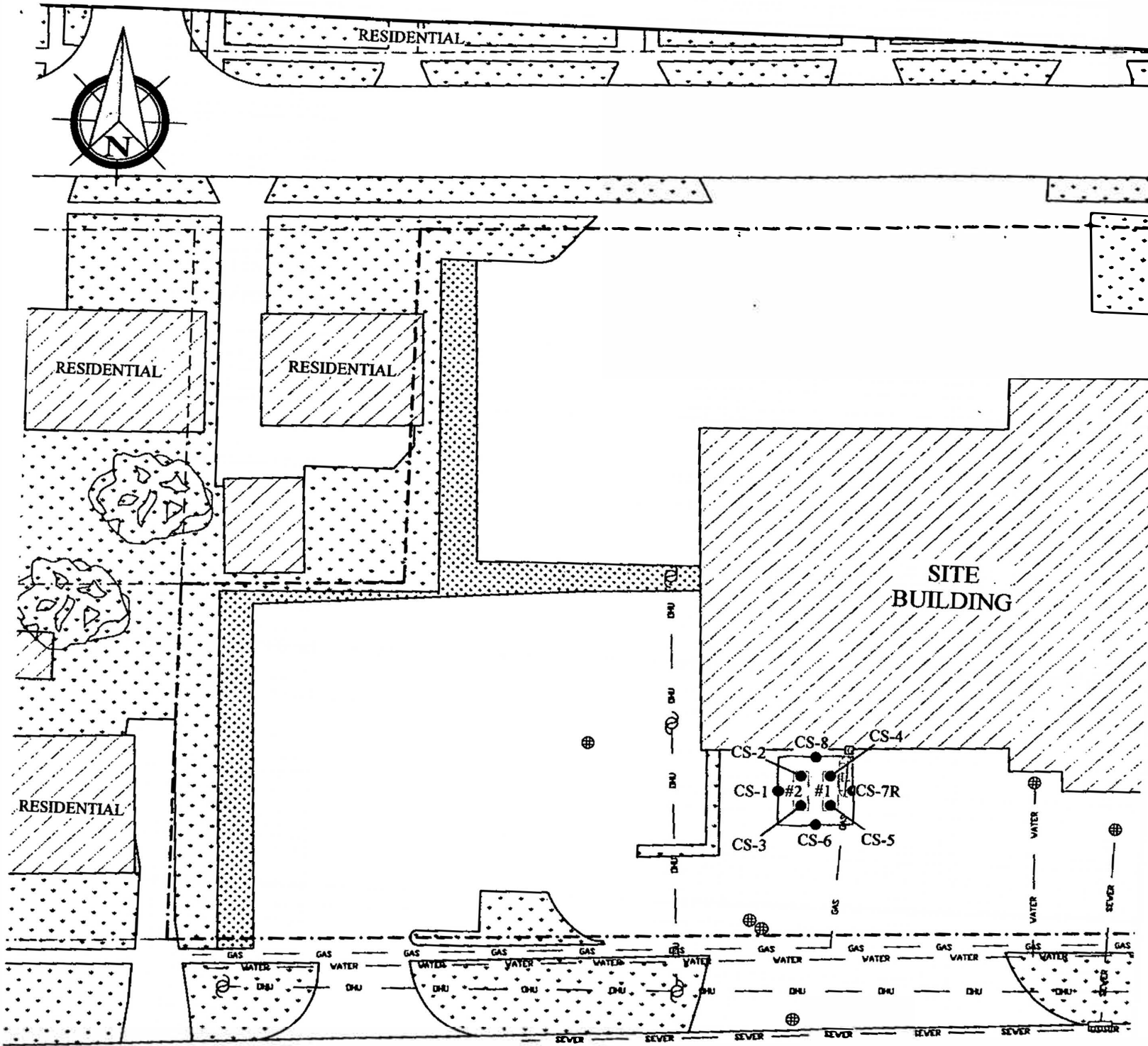
DATED AT WOODRIDGE, ILLINOIS, THIS 27th DAY OF MARCH 2005

Anthony J. Strickland
 ANTHONY J. STRICKLAND
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3437
 MY LICENSE EXPIRES ON NOVEMBER 30, 2004
 V3 CONSULTANTS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
 THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2005

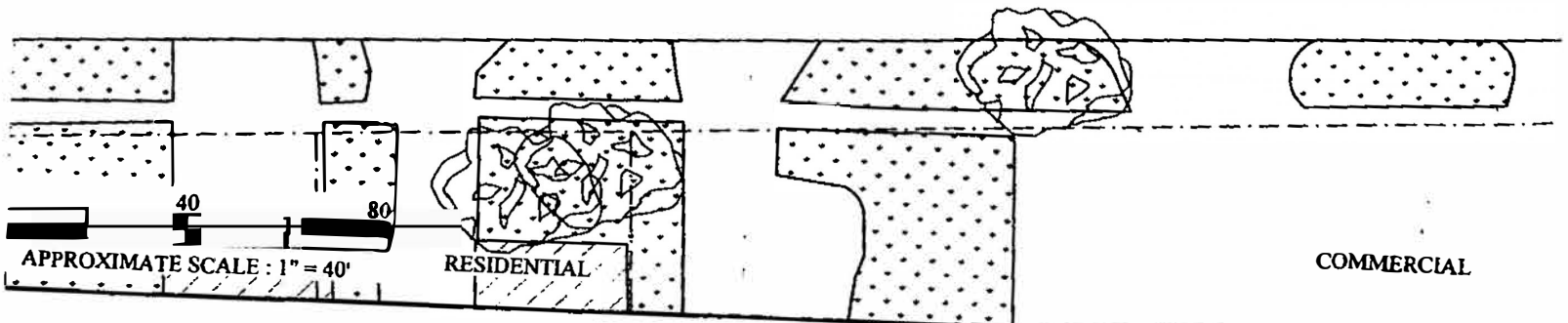


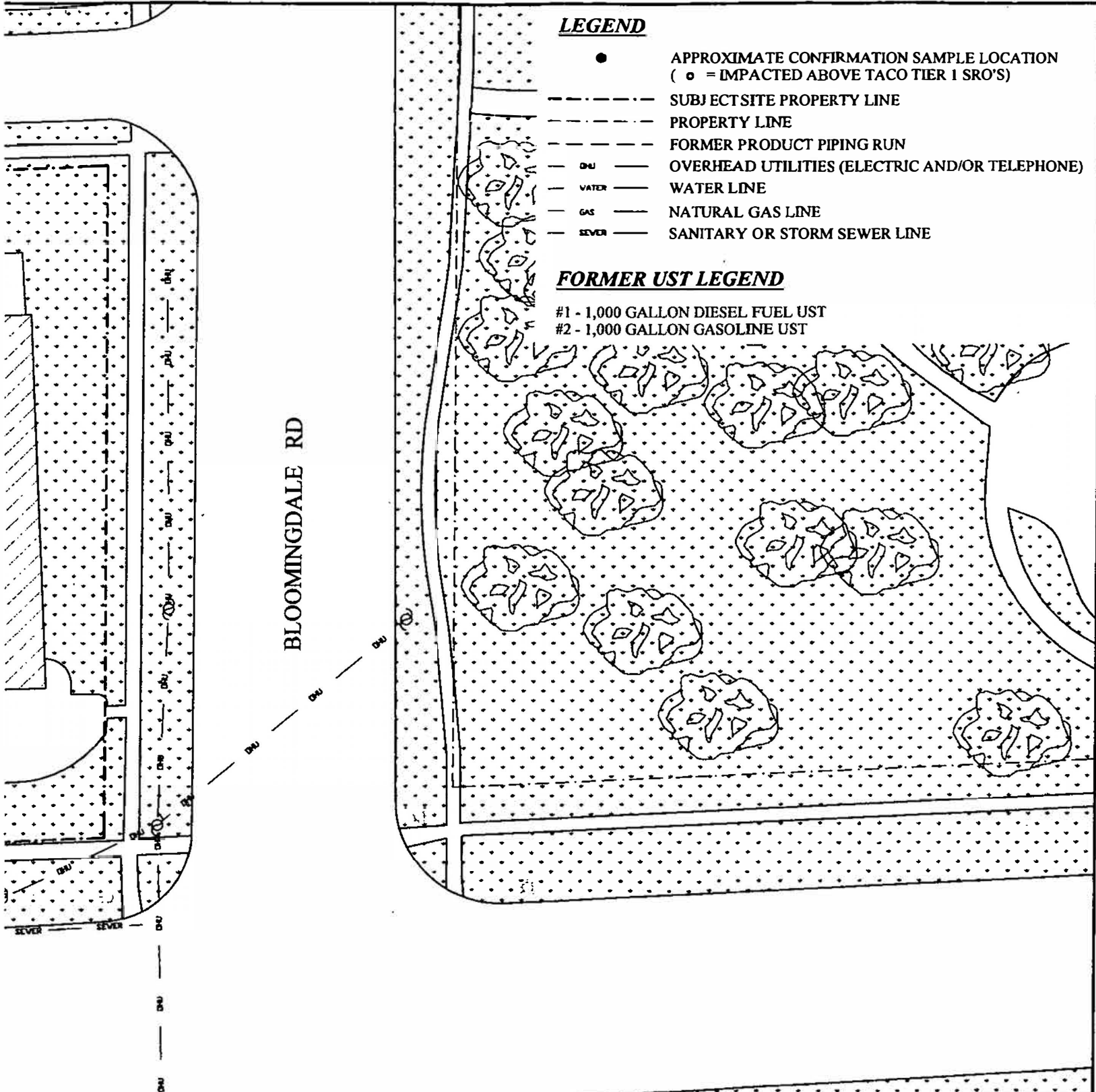
2005-10054

FINAL PLAT OF CONSOLIDATION			Project No: 03116
GLENDALE FIRE PROTECTION DISTRICT			Group No: V04.1
DRAFTING COMPLETED: 9-28-03	DRAWN BY: N.J.N.	PROJECT MANAGER: A.J.S.	SHEET NO. 2 of 2
FIELD WORK COMPLETED: N/A	CHECKED BY:	SCALE: 1" = 20'	



E FULLERTON AVE





LEGEND

- APPROXIMATE CONFIRMATION SAMPLE LOCATION
(○ = IMPACTED ABOVE TACO TIER 1 SRO'S)
- SUBJECT SITE PROPERTY LINE
- PROPERTY LINE
- FORMER PRODUCT PIPING RUN
- DU OVERHEAD UTILITIES (ELECTRIC AND/OR TELEPHONE)
- WATER WATER LINE
- GAS NATURAL GAS LINE
- SEWER SANITARY OR STORM SEWER LINE

FORMER UST LEGEND

- #1 - 1,000 GALLON DIESEL FUEL UST
- #2 - 1,000 GALLON GASOLINE UST

BLOOMINGDALE RD

SITE AREA FEATURES MAP

GLENSIDE FIRE PROTECTION DISTRICT
 1608 BLOOMINGDALE ROAD
 GLENDALE HEIGHTS, IL 60139



Environmental
 3935 COMMERCE DR.
 ST. CHARLES, ILLINOIS 60174
 (630) 444-1933

PREPARED BY: RENGUSO	FIGURE: 2	DATE: 10/14	PROJECT #: 1282
DRAWN BY: CZARUK	FILE NAME: GLENSIDE FPD - SAF		

2021 Fullerton Avenue Resurfacing

Fullerton Avenue

Glendale Heights, IL 60139

Inquiry Number: 6489203.1s

May 11, 2021

EDR FIRST REPORT

A Search of ASTM E1527-13 §8.2.1 Databases



edrnet.com

800.352.0050

Table of Contents

This report includes a search of reasonably available environmental records to assist the professional in compliance with Section 8.2.1 Standard Federal, State, and Tribal Environmental Record Source of ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E1527-13). Additional environmental records sources may be available for your property.

Target Site: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	88.091155	88.0911550 - 88° 5' 28.15"	Easting: 409513.1
Latitude:	41.917243	41.9172430 - 41° 55' 2.07"	Northing: 4640950.0
Elevation:	807 ft. above sea level		Zone: Zone 16

<u>SECTION</u>	<u>PAGE</u>
Search Summary	ES-1
Sites Sorted by Distance	ES-3
Sites Sorted by Database	ES-4
1 Mile Map	2
0.25 Mile Map	3
Mapped Site Details	4
Orphan Summary	OR-1
Records Searched/Data Currency Tracking	GR-1
USGS 7.5 Minute Topographic Map	TM-1

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Search Summary

**TARGET SITE: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	Orphan	TOTALS
<i>Federal NPL site list</i>										
	NPL	12/30/2020	1.000	0	0	0	0	0	0	0
	Proposed NPL	12/30/2020	1.000	0	0	0	0	0	0	0
	NPL LIENS	10/15/1991	TP	0	-	-	-	-	0	0
<i>Federal Delisted NPL site list</i>										
	Delisted NPL	12/30/2020	1.000	0	0	0	0	0	0	0
<i>Federal CERCLIS list</i>										
	FEDERAL FACILITY	04/03/2019	0.500	0	0	0	0	-	0	0
	SEMS	12/30/2020	0.500	0	0	0	0	-	0	0
<i>Federal CERCLIS NFRAP site list</i>										
	SEMS-ARCHIVE	12/30/2020	0.500	0	0	0	0	-	0	0
<i>Federal RCRA CORRACTS facilities list</i>										
	CORRACTS	12/14/2020	1.000	0	0	0	0	1	0	1
<i>Federal RCRA non-CORRACTS TSD facilities list</i>										
	RCRA-TSDF	12/14/2020	0.500	0	0	0	0	-	0	0
<i>Federal RCRA generators list</i>										
	RCRA-LQG	12/14/2020	0.250	0	0	0	-	-	0	0
	RCRA-SQG	12/14/2020	0.250	0	0	1	-	-	0	1
	RCRA-VSQG	12/14/2020	0.250	0	0	2	-	-	0	2
<i>Federal institutional controls / engineering controls registries</i>										
	LUCIS	02/09/2021	0.500	0	0	0	0	-	0	0
	US ENG CONTROLS	10/28/2020	0.500	0	0	0	0	-	0	0
	US INST CONTROLS	10/28/2020	0.500	0	0	0	0	-	0	0
<i>Federal ERNS list</i>										
	ERNS	12/14/2020	TP	0	-	-	-	-	0	0
<i>State- and tribal - equivalent CERCLIS</i>										
	SSU	01/25/2021	1.000	0	0	0	0	0	0	0
<i>State and tribal landfill and/or solid waste disposal site lists</i>										
	SWF/LF	12/31/2019	0.500	0	0	0	0	-	0	0

Search Summary

**TARGET SITE: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	Orphan	TOTALS
	CCDD	09/11/2020	0.500	0	0	0	0	-	0	0
	LF SPECIAL WASTE	01/01/1990	0.500	0	0	0	0	-	0	0
	IL NIPC	08/01/1988	0.500	0	0	0	0	-	0	0
<i>State and tribal leaking storage tank lists</i>										
	LUST	01/20/2021	0.500	0	2	1	1	-	1	5
	INDIAN LUST	10/01/2020	0.500	0	0	0	0	-	0	0
	LUST TRUST	06/06/2016	0.500	0	0	0	0	-	0	0
<i>State and tribal registered storage tank lists</i>										
	FEMA UST	01/29/2021	0.250	0	0	0	-	-	0	0
	UST	01/20/2021	0.250	0	2	2	-	-	0	4
	INDIAN UST	10/01/2020	0.250	0	0	0	-	-	0	0
<i>State and tribal institutional control / engineering control registries</i>										
	ENG CONTROLS	12/23/2020	0.500	0	0	0	0	-	0	0
	INST CONTROL	12/23/2020	0.500	0	0	0	0	-	0	0
<i>State and tribal voluntary cleanup sites</i>										
	SRP	12/23/2020	0.500	0	0	0	0	-	0	0
	INDIAN VCP	07/27/2015	0.500	0	0	0	0	-	0	0
<i>State and tribal Brownfields sites</i>										
	BROWNFIELDS	02/11/2010	0.500	0	0	0	0	-	0	0
	- Totals --			0	4	6	1	1	1	13

Sites Sorted by Distance

TARGET PROPERTY ADDRESS:

FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft, mi.) DIRECTION
A1	MARATHON OIL CO.	1590 BLOOMINGDALE RD	LUST	Lower	57, 0.011, South
A2	PRIDE OF GLENDALE HE	1590 BLOOMINGDALE RD	UST	Lower	57, 0.011, South
A3	GLENSIDE FIRE PROTEC	1608 BLOOMINGDALE RD	UST	Higher	102, 0.019, North
A4	GLENSIDE FIRE PROTEC	1608 BLOOMINGDALE RO	LUST	Higher	102, 0.019, North
5	GLENDALE LAKES GOLF	1550 PRESIDENT	LUST, UST	Higher	814, 0.154, South
B6	UNITED STATES POSTAL	500 EAST FULLERTON A	UST	Lower	901, 0.171, West
B7	USPS CAROL STREAM P&	500 E FULLERTON AVE	RCRA-VSQG	Lower	901, 0.171, West
C8	MAACH MACHINERY CO	590 TOWER	RCRA-SQG	Higher	943, 0.179, NNW
C9	TEAM CONCEPT	540 TOWER BLVD	RCRA-VSQG	Lower	1136, 0.215, NW
10	USAVE - FORMERLY	1458 BLOOMINGDALE RD	LUST	Lower	1783, 0.338, South
11	PIERCE AND STEVENS C	245 EAST KEHOE BOULE	CORRACTS	Lower	4507, 0.854, SW

Sites Sorted by Database

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

SURROUNDING SITES: SEARCH RESULTS

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
PIERCE AND STEVENS C	245 EAST KEHOE BOULE	SW (0.854 mi. / 4507 ft.)	11	36

Federal RCRA generators list

RCRA-SQG: RCRA - Small Quantity Generators

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
MAACH MACHINERY CO	590 TOWER	NNW (0.179 mi. / 943 ft.)	C8	27

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
USPS CAROL STREAM P& TEAM CONCEPT	500 E FULLERTON AVE 540 TOWER BLVD	W (0.171 mi. / 901 ft.) NW (0.215 mi. / 1136 ft.)	B7 C9	21 30

State and tribal leaking storage tank lists

LUST: Leaking Underground Storage Tank Sites

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
MARATHON OIL CO. NFA/NFR Letter: 2013-08-07 Incident Num: 912798 Incident Num: 950669 Incident Num: 20060114 Incident Num: 20091111 IL EPA Id: 430405034	1590 BLOOMINGDALE RD	S (0.011 mi. / 57 ft.)	A1	4

Sites Sorted by Database

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
GLENSIDE FIRE PROTEC NFA/NFR Letter: 2014-11-05 Incident Num: 20140948 IL EPA Id: 430400001	1608 BLOOMINGDALE RO	N (0.019 mi. / 102 ft.)	A4	14
GLENDALE LAKES GOLF NFA/NFR Letter: 1996-02-27 Incident Num: 950179 IL EPA Id: 430405053	1550 PRESIDENT	S (0.154 mi. / 814 ft.)	5	15
USAVE - FORMERLY NFA/NFR Letter: 2018-02-08 Incident Num: 912906 IL EPA Id: 430405035	1458 BLOOMINGDALE RD	S (0.338 mi. / 1783 ft.)	10	35

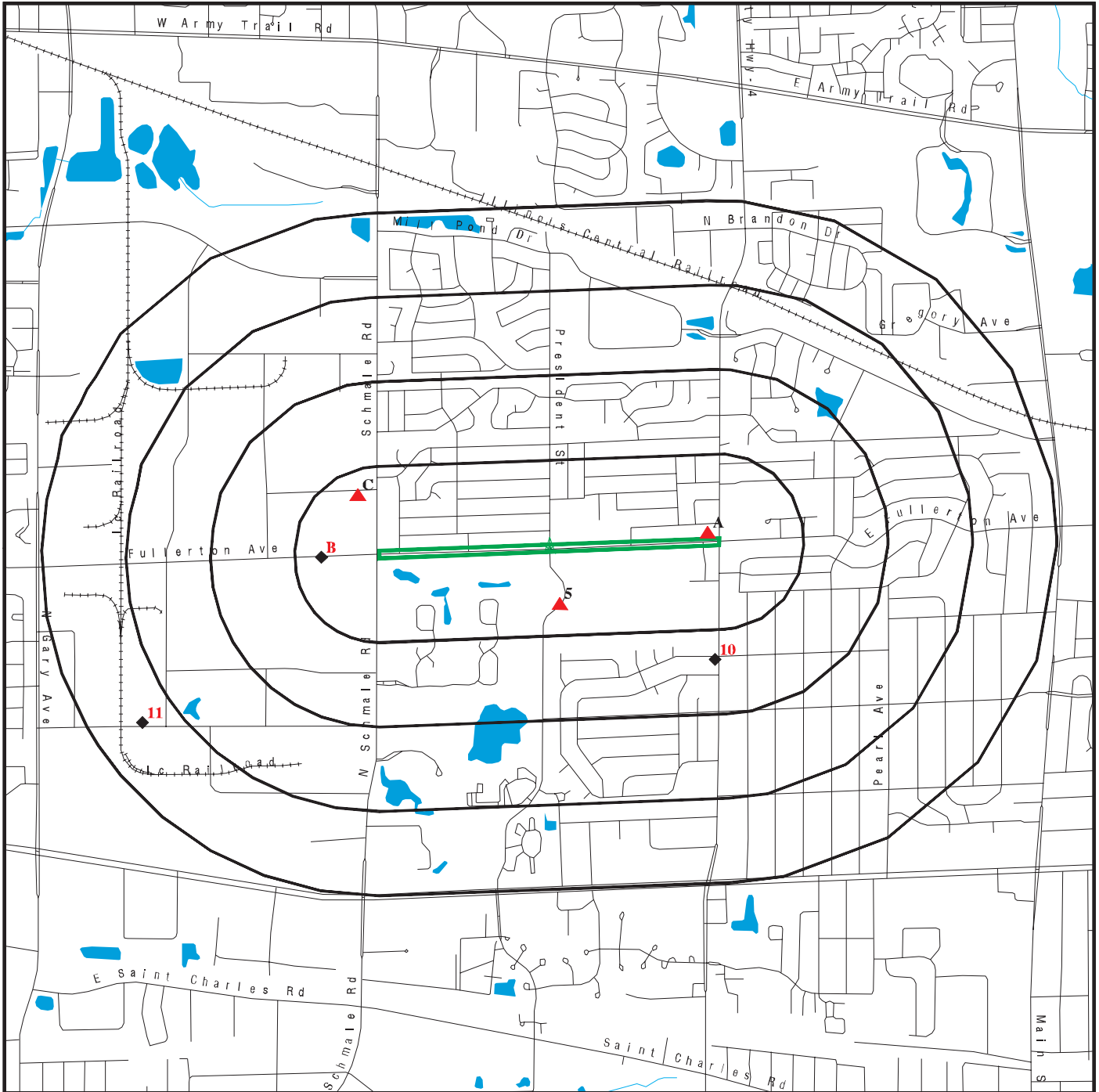
State and tribal registered storage tank lists

UST: Underground Storage Tank Facility List

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
PRIDE OF GLENDALE HE Tank Status: Removed Status: CLOSED Facility Id: 2013811	1590 BLOOMINGDALE RD	S (0.011 mi. / 57 ft.)	A2	6
GLENSIDE FIRE PROTEC Tank Status: Removed Tank Status: Currently in use Status: ACTIVE Facility Id: 2015054	1608 BLOOMINGDALE RD	N (0.019 mi. / 102 ft.)	A3	11
GLENDALE LAKES GOLF Tank Status: Removed Status: CLOSED Facility Id: 2000219	1550 PRESIDENT	S (0.154 mi. / 814 ft.)	5	15
UNITED STATES POSTAL Tank Status: Removed Tank Status: Currently in use Status: ACTIVE Facility Id: 2031280	500 EAST FULLERTON A	W (0.171 mi. / 901 ft.)	B6	17

1.00 Mile Map

FULLERTON AVENUE GLENDALE HEIGHTS, IL 60139



Black Rings Represent Qtr. Mile Radius

- ★ Target Property (Latitude: 41.917243 Longitude: 88.091155)
- ▲ High or Equal Elevation Sites
- ◆ Low Elevation Sites
- National Priority List Sites

0.250 Mile Map

FULLERTON AVENUE GLENDALE HEIGHTS, IL 60139



Black Rings Represent Qtr. Mile Radius

- ★ Target Property (Latitude: 41.917243 Longitude: 88.091155)
- ▲ High or Equal Elevation Sites
- ◆ Low Elevation Sites
- ☒ National Priority List Sites

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

LUST

EDR ID: S108479940 **DIST/DIR:** 0.011 South **ELEVATION:** 801 **MAP ID:** A1

NAME: MARATHON OIL CO.
ADDRESS: 1590 BLOOMINGDALE RD.
GLENDALE HEIGHTS, IL 60139
DUPAGE

LUST:
Name: MARATHON OIL CO.
Address: 1590 BLOOMINGDALE RD.
City,State,Zip: GLENDALE HEIGHTS, IL 60139
Incident Num: 912798
IL EPA Id: 430405034
Product: Unleaded Gas
IEMA Date: 1991-10-02
Project Manager: Wallace
Project Manager Phone: Not reported
Email: Not reported
PRP Name: Angel Associates, LP
PRP Contact: Mario Spina
PRP Address: 381 E. St. Charles Road
PRP City,St,Zip: Carol Stream, IL 60188
PRP Phone: 6306680141
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 1993-02-04
45 Report Received: 2006-05-09
No Further Remediation Letter: 2013-08-07
No Further Remediation Date Recorded: 2013-08-23
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

Name: MARATHON OIL CO.
Address: 1590 BLOOMINGDALE RD.
City,State,Zip: GLENDALE HEIGHTS, IL 60139
Incident Num: 950669
IL EPA Id: 430405034
Product: Gasoline
IEMA Date: 1995-04-05
Project Manager: Wallace
Project Manager Phone: Not reported
Email: Not reported
PRP Name: Emro Marketing
PRP Contact: R.G. Schumann
PRP Address: P.O. Box 162
PRP City,St,Zip: East Hazel Crest, IL 60429-0162
PRP Phone: Not reported
Site Classification: Not reported
Section 57.5(g) Letter: 732
Date Section 57.5(g) Letter: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

LUST

EDR ID: S108479940 **DIST/DIR:** 0.011 South **ELEVATION:** 801 **MAP ID:** A1

NAME: MARATHON OIL CO.
ADDRESS: 1590 BLOOMINGDALE RD.
GLENDALE HEIGHTS, IL 60139
DUPAGE

Non LUST Determination Letter: 1997-04-11
20 Report Received: 1995-05-05
45 Report Received: Not reported
No Further Remediation Letter: Not reported
No Further Remediation Date Recorded: Not reported
Heating Oil Date: Not reported
Non-Lust LR Date: 1997-04-11

Name: MARATHON PETROLEUM COMPANY
Address: 1590 BLOOMINGDALE ROAD
City,State,Zip: GLENDALE HEIGHTS, IL 60139
Incident Num: 20060114
IL EPA Id: 430405034
Product: Gasoline
IEMA Date: 2006-01-31
Project Manager: Wallace
Project Manager Phone: Not reported
Email: Not reported
PRP Name: Marathon Petroleum Company
PRP Contact: Mark Ehrman
PRP Address: 5000 West 86th Street
PRP City,St,Zip: Indianapolis, IN 46268
PRP Phone: 3178722070
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: Not reported
45 Report Received: 2006-05-09
No Further Remediation Letter: 2013-08-07
No Further Remediation Date Recorded: 2013-08-23
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

Name: ANGEL ASSOCIATES LP
Address: 1590 BLOOMINGDALE ROAD
City,State,Zip: GLENDALE HEIGHTS, IL 60139
Incident Num: 20091111
IL EPA Id: 430405034
Product: Gasoline
IEMA Date: 2009-10-07
Project Manager: Wallace
Project Manager Phone: Not reported
Email: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

LUST

EDR ID: S108479940 **DIST/DIR:** 0.011 South **ELEVATION:** 801 **MAP ID:** A1

NAME: MARATHON OIL CO.
ADDRESS: 1590 BLOOMINGDALE RD.
GLENDALE HEIGHTS, IL 60139
DUPAGE

PRP Name: Angel Associates LP
PRP Contact: Mario Spina
PRP Address: 381 East St. Charles Road
PRP City,St,Zip: Carol Stream, IL 60188
PRP Phone: 6306680141
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: Not reported
45 Report Received: Not reported
No Further Remediation Letter: 2013-08-07
No Further Remediation Date Recorded: 2013-08-23
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

UST

EDR ID: U004110496 **DIST/DIR:** 0.011 South **ELEVATION:** 801 **MAP ID:** A2

NAME: PRIDE OF GLENDALE HEIGHTS
ADDRESS: 1590 BLOOMINGDALE RD.
GLENDALE HEIGHTS, IL 60137
DU PAGE

UST:
Name: PRIDE OF GLENDALE HEIGHTS
Address: 1590 BLOOMINGDALE RD.
City: GLENDALE HEIGHTS
Zip: 60137
Facility ID: 2013811
Facility Status: CLOSED
Facility Type: ATTENDED SELF-SERVICE STATION
Owner Id: U0032360
Owner Name: Angel Associates, LP
Owner Address: 30 W 180 Butterfield Rd

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U004110496 **DIST/DIR:** 0.011 South **ELEVATION:** 801 **MAP ID:** A2

NAME: PRIDE OF GLENDALE HEIGHTS

ADDRESS: 1590 BLOOMINGDALE RD.
GLENDALE HEIGHTS, IL 60137
DU PAGE

Owner City,St,Zip: Warrenville, IL 60555

Tank Number: 1
Tank Status: Removed
Tank Capacity: 8000
Tank Substance: Gasoline
Last Used Date: 5/26/2004
OSFM First Notify Date: 12/2/1988
Red Tag Issue Date: Not reported
Install Date: 10/1/1988
Green Tag Decal: E000622
Green Tag Issue Date: 2/20/2003
Green Tag Expire Date: 12/31/2006
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 6/22/2006
Motor Fuel Permit Expiration Date: 12/31/2008
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: 09-1111 ,91-2798
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 10/7/2009
Abandoned Date: Not reported

Tank Number: 2
Tank Status: Removed
Tank Capacity: 8000
Tank Substance: Gasoline
Last Used Date: 5/26/2004
OSFM First Notify Date: 12/2/1988
Red Tag Issue Date: Not reported
Install Date: 10/1/1988
Green Tag Decal: E000622
Green Tag Issue Date: 2/20/2003
Green Tag Expire Date: 12/31/2006
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 6/22/2006
Motor Fuel Permit Expiration Date: 12/31/2008
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U004110496 **DIST/DIR:** 0.011 South **ELEVATION:** 801 **MAP ID:** A2

NAME: PRIDE OF GLENDALE HEIGHTS

ADDRESS: 1590 BLOOMINGDALE RD.
GLENDALE HEIGHTS, IL 60137
DU PAGE

Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 10/7/2009
Abandoned Date: Not reported

Tank Number: 3
Tank Status: Removed
Tank Capacity: 8000
Tank Substance: Gasoline
Last Used Date: 5/26/2004
OSFM First Notify Date: 12/2/1988
Red Tag Issue Date: Not reported
Install Date: 10/1/1988
Green Tag Decal: E000622
Green Tag Issue Date: 2/20/2003
Green Tag Expire Date: 12/31/2006
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 6/22/2006
Motor Fuel Permit Expiration Date: 12/31/2008
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 10/7/2009
Abandoned Date: Not reported

Tank Number: 4
Tank Status: Removed
Tank Capacity: 550
Tank Substance: Used Oil
Last Used Date: 5/26/2004
OSFM First Notify Date: 12/2/1988
Red Tag Issue Date: Not reported
Install Date: 10/1/1988
Green Tag Decal: E000622
Green Tag Issue Date: 2/20/2003
Green Tag Expire Date: 12/31/2006

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U004110496 **DIST/DIR:** 0.011 South **ELEVATION:** 801 **MAP ID:** A2

NAME: PRIDE OF GLENDALE HEIGHTS
ADDRESS: 1590 BLOOMINGDALE RD.
GLENDALE HEIGHTS, IL 60137
DU PAGE

Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 6/22/2006
Motor Fuel Permit Expiration Date: 12/31/2008
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 8/28/2007
Abandoned Date: Not reported

Tank Number: 5
Tank Status: Removed
Tank Capacity: 6000
Tank Substance: Gasoline
Last Used Date: Not reported
OSFM First Notify Date: 4/30/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: E000622
Green Tag Issue Date: 2/20/2003
Green Tag Expire Date: 12/31/2006
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 6/22/2006
Motor Fuel Permit Expiration Date: 12/31/2008
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 10/1/1988
Abandoned Date: Not reported

Tank Number: 6
Tank Status: Removed
Tank Capacity: 6000
Tank Substance: Gasoline
Last Used Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U004110496 **DIST/DIR:** 0.011 South **ELEVATION:** 801 **MAP ID:** A2

NAME: PRIDE OF GLENDALE HEIGHTS
ADDRESS: 1590 BLOOMINGDALE RD.
GLENDALE HEIGHTS, IL 60137
DU PAGE

OSFM First Notify Date: 4/30/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: E000622
Green Tag Issue Date: 2/20/2003
Green Tag Expire Date: 12/31/2006
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 6/22/2006
Motor Fuel Permit Expiration Date: 12/31/2008
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 10/1/1988
Abandoned Date: Not reported

Tank Number: 7
Tank Status: Removed
Tank Capacity: 8000
Tank Substance: Gasoline
Last Used Date: Not reported
OSFM First Notify Date: 4/30/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: E000622
Green Tag Issue Date: 2/20/2003
Green Tag Expire Date: 12/31/2006
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 6/22/2006
Motor Fuel Permit Expiration Date: 12/31/2008
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 10/1/1988
Abandoned Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U004110496 **DIST/DIR:** 0.011 South **ELEVATION:** 801 **MAP ID:** A2

NAME: PRIDE OF GLENDALE HEIGHTS
ADDRESS: 1590 BLOOMINGDALE RD.
GLENDALE HEIGHTS, IL 60137
DU PAGE

Tank Number: 8
Tank Status: Removed
Tank Capacity: 550
Tank Substance: Used Oil
Last Used Date: Not reported
OSFM First Notify Date: 4/30/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: E000622
Green Tag Issue Date: 2/20/2003
Green Tag Expire Date: 12/31/2006
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 6/22/2006
Motor Fuel Permit Expiration Date: 12/31/2008
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 10/1/1988
Abandoned Date: Not reported

UST

EDR ID: U001135291 **DIST/DIR:** 0.019 North **ELEVATION:** 810 **MAP ID:** A3

NAME: GLENSIDE FIRE PROTECTION DISTRICT
ADDRESS: 1608 BLOOMINGDALE RD
GLENDALE HEIGHTS, IL 60139
DU PAGE

UST:
Name: GLENSIDE FIRE PROTECTION DISTRICT
Address: 1608 BLOOMINGDALE RD

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U001135291 **DIST/DIR:** 0.019 North **ELEVATION:** 810 **MAP ID:** A3

NAME: GLENSIDE FIRE PROTECTION DISTRICT

ADDRESS: 1608 BLOOMINGDALE RD
GLENDALE HEIGHTS, IL 60139
DU PAGE

City: GLENDALE HEIGHTS
Zip: 60139
Facility ID: 2015054
Facility Status: ACTIVE
Facility Type: FIRE DEPARTMENT
Owner Id: U0005924
Owner Name: Glenside Fire Protection Dist
Owner Address: 1608 Bloomingdale Rd
Owner City,St,Zip: Glendale Heights, IL 60139

Tank Number: 1
Tank Status: Removed
Tank Capacity: 1000
Tank Substance: Diesel Fuel
Last Used Date: 9/9/2014
OSFM First Notify Date: 3/12/1986
Red Tag Issue Date: Not reported
Install Date: 8/8/1985
Green Tag Decal: U004152
Green Tag Issue Date: 9/3/2019
Green Tag Expire Date: 12/31/2021
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/3/2019
Motor Fuel Permit Expiration Date: 12/31/2021
MOTOR FUEL TYPE: Fleet
Pending Nov: N
IEMA: 14-0948
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 9/9/2014
Abandoned Date: Not reported

Tank Number: 2
Tank Status: Removed
Tank Capacity: 1000
Tank Substance: Gasoline
Last Used Date: 9/9/2014
OSFM First Notify Date: 3/12/1986
Red Tag Issue Date: Not reported
Install Date: 8/8/1985
Green Tag Decal: U004152

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U001135291 **DIST/DIR:** 0.019 North **ELEVATION:** 810 **MAP ID:** A3

NAME: GLENSIDE FIRE PROTECTION DISTRICT
ADDRESS: 1608 BLOOMINGDALE RD
GLENDALE HEIGHTS, IL 60139
DU PAGE

Green Tag Issue Date: 9/3/2019
Green Tag Expire Date: 12/31/2021
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/3/2019
Motor Fuel Permit Expiration Date: 12/31/2021
MOTOR FUEL TYPE: Fleet
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 9/9/2014
Abandoned Date: Not reported

Tank Number: 3
Tank Status: Currently in use
Tank Capacity: 1000
Tank Substance: Gasoline - Regular
Last Used Date: Not reported
OSFM First Notify Date: 11/13/2014
Red Tag Issue Date: Not reported
Install Date: 9/11/2014
Green Tag Decal: U004152
Green Tag Issue Date: 9/3/2019
Green Tag Expire Date: 12/31/2021
Fee Due: Not reported
Motor Fuel Permit Inspection Date: 9/3/2019
Motor Fuel Permit Expiration Date: 12/31/2021
MOTOR FUEL TYPE: Fleet
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: Not reported
Abandoned Date: Not reported

Tank Number: 4
Tank Status: Currently in use
Tank Capacity: 1000

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U001135291 **DIST/DIR:** 0.019 North **ELEVATION:** 810 **MAP ID:** A3

NAME: GLENSIDE FIRE PROTECTION DISTRICT

ADDRESS: 1608 BLOOMINGDALE RD
GLENDALE HEIGHTS, IL 60139
DU PAGE

Tank Substance: Diesel Fuel
Last Used Date: Not reported
OSFM First Notify Date: 11/13/2014
Red Tag Issue Date: Not reported
Install Date: 9/11/2014
Green Tag Decal: U004152
Green Tag Issue Date: 9/3/2019
Green Tag Expire Date: 12/31/2021
Fee Due: Not reported
Motor Fuel Permit Inspection Date: 9/3/2019
Motor Fuel Permit Expiration Date: 12/31/2021
MOTOR FUEL TYPE: Fleet
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: Not reported
Abandoned Date: Not reported

LUST

EDR ID: S117322705 **DIST/DIR:** 0.019 North **ELEVATION:** 810 **MAP ID:** A4

NAME: GLENSIDE FIRE PROTECTION DISTRICT

ADDRESS: 1608 BLOOMINGDALE ROAD
GLENDALE HEIGHTS, IL 60137
DUPAGE

LUST:
Name: GLENSIDE FIRE PROTECTION DISTRICT
Address: 1608 BLOOMINGDALE ROAD
City,State,Zip: GLENDALE HEIGHTS, IL 60137
Incident Num: 20140948
IL EPA Id: 430400001

- Continued on next page

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

LUST

EDR ID: S117322705 **DIST/DIR:** 0.019 North **ELEVATION:** 810 **MAP ID:** A4

NAME: GLENSIDE FIRE PROTECTION DISTRICT

ADDRESS: 1608 BLOOMINGDALE ROAD
GLENDALE HEIGHTS, IL 60137
DUPAGE

Product: Unleaded Gas, Diesel
IEMA Date: 2014-08-14
Project Manager: Myers
Project Manager Phone: Not reported
Email: Not reported
PRP Name: Glenside Fire Protection District
PRP Contact: Jim Reed
PRP Address: 1608 Bloomingdale Road
PRP City,St,Zip: Glendale Heights, IL 60137
PRP Phone: 6306685323
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 2014-10-09
45 Report Received: 2014-10-21
No Further Remediation Letter: 2014-11-05
No Further Remediation Date Recorded: 2014-11-12
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

LUST, UST

EDR ID: U000857851 **DIST/DIR:** 0.154 South **ELEVATION:** 808 **MAP ID:** 5

NAME: GLENDALE LAKES GOLF COURSE

ADDRESS: 1550 PRESIDENT
GLENDALE HEIGHTS, IL 60139
DU PAGE

LUST:
Name: GLEN LAKES GOLF COURSE
Address: 1550 PRESIDENT
City,State,Zip: GLENDALE HEIGHTS, IL 60139
Incident Num: 950179
IL EPA Id: 430405053

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

LUST, UST

EDR ID: U000857851 **DIST/DIR:** 0.154 South **ELEVATION:** 808 **MAP ID:** 5

NAME: GLENDALE LAKES GOLF COURSE

ADDRESS: 1550 PRESIDENT

GLENDALE HEIGHTS, IL 60139

DU PAGE

Product: Gasoline
IEMA Date: 1995-01-25
Project Manager: Cross
Project Manager Phone: Not reported
Email: Not reported
PRP Name: Village of Glendale Heights
PRP Contact: Holly Knoll
PRP Address: 300 Civic Center Place
PRP City,St,Zip: Glendale Heights, IL 60139
PRP Phone: Not reported
Site Classification: Not reported
Section 57.5(g) Letter: 732
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 1995-03-10
45 Report Received: 1995-06-16
No Further Remediation Letter: 1996-02-27
No Further Remediation Date Recorded: Not reported
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

UST:

Name: GLENDALE LAKES GOLF COURSE
Address: 1550 PRESIDENT
City: GLENDALE HEIGHTS
Zip: 60139
Facility ID: 2000219
Facility Status: CLOSED
Facility Type: GOLF COURSE
Owner Id: U0005917
Owner Name: Village of Glendale Heights
Owner Address: 1401 Wayne Avenue
Owner City,St,Zip: Glendale Heights, IL 60139

Tank Number: 1
Tank Status: Removed
Tank Capacity: 0
Tank Substance: Gasoline
Last Used Date: 12/15/1994
OSFM First Notify Date: 6/25/1987
Red Tag Issue Date: Not reported
Install Date: 2/1/1987
Green Tag Decal: Not reported
Green Tag Issue Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

LUST, UST

EDR ID: U000857851 **DIST/DIR:** 0.154 South **ELEVATION:** 808 **MAP ID:** 5

NAME: GLENDALE LAKES GOLF COURSE
ADDRESS: 1550 PRESIDENT
GLENDALE HEIGHTS, IL 60139
DU PAGE

Green Tag Expire Date: Not reported
Fee Due: Not reported
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 1/25/1995
Abandoned Date: Not reported

UST

EDR ID: U000866970 **DIST/DIR:** 0.171 West **ELEVATION:** 803 **MAP ID:** B6

NAME: UNITED STATES POSTAL SERV-VMF
ADDRESS: 500 EAST FULLERTON AVENUE
CAROL STREAM, IL 60188
DU PAGE

UST:
Name: UNITED STATES POSTAL SERV-VMF
Address: 500 EAST FULLERTON AVENUE
City: CAROL STREAM
Zip: 60188
Facility ID: 2031280
Facility Status: ACTIVE
Facility Type: FEDERAL (NON-MILITARY)
Owner Id: U0019828
Owner Name: United States Postal Service
Owner Address: 222 South Riverside Place - 1200
Owner City,St,Zip: Chicago, IL 606066150

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U000866970 **DIST/DIR:** 0.171 West **ELEVATION:** 803 **MAP ID:** B6

NAME: UNITED STATES POSTAL SERV-VMF
ADDRESS: 500 EAST FULLERTON AVENUE
CAROL STREAM, IL 60188
DU PAGE

Tank Number: 1
Tank Status: Removed
Tank Capacity: 10000
Tank Substance: Gasoline
Last Used Date: Not reported
OSFM First Notify Date: 10/6/1992
Red Tag Issue Date: Not reported
Install Date: 5/1/1991
Green Tag Decal: V004795
Green Tag Issue Date: 12/4/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 10/14/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: Fleet
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 4/19/2017
Abandoned Date: Not reported

Tank Number: 2
Tank Status: Removed
Tank Capacity: 10000
Tank Substance: Diesel Fuel
Last Used Date: Not reported
OSFM First Notify Date: 10/6/1992
Red Tag Issue Date: Not reported
Install Date: 5/1/1991
Green Tag Decal: V004795
Green Tag Issue Date: 12/4/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 10/14/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: Fleet
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive

- Continued on next page

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U000866970 **DIST/DIR:** 0.171 West **ELEVATION:** 803 **MAP ID:** B6

NAME: UNITED STATES POSTAL SERV-VMF

ADDRESS: 500 EAST FULLERTON AVENUE

CAROL STREAM, IL 60188

DU PAGE

Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 4/19/2017
Abandoned Date: Not reported

Tank Number: 3
Tank Status: Removed
Tank Capacity: 550
Tank Substance: Used Oil
Last Used Date: Not reported
OSFM First Notify Date: 10/6/1992
Red Tag Issue Date: Not reported
Install Date: 5/1/1991
Green Tag Decal: V004795
Green Tag Issue Date: 12/4/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 10/14/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: Fleet
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 4/19/2017
Abandoned Date: Not reported

Tank Number: 4
Tank Status: Currently in use
Tank Capacity: 10000
Tank Substance: Diesel Fuel
Last Used Date: Not reported
OSFM First Notify Date: 8/29/2017
Red Tag Issue Date: Not reported
Install Date: 5/18/2017
Green Tag Decal: V004795
Green Tag Issue Date: 12/4/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 10/14/2020

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U000866970 **DIST/DIR:** 0.171 West **ELEVATION:** 803 **MAP ID:** B6

NAME: UNITED STATES POSTAL SERV-VMF

ADDRESS: 500 EAST FULLERTON AVENUE

CAROL STREAM, IL 60188

DU PAGE

Motor Fuel Permit Expiration Date: 12/31/2022

MOTOR FUEL TYPE: Fleet

Pending Nov: N

IEMA: Not reported

Equipment Type: Corrosion Prot - Piping

Equipment: Flexible Non-Corrosive

Last Passing Date: N/A

Test Expire Date: N/A

Removed Date: Not reported

Abandoned Date: Not reported

Tank Number: 5

Tank Status: Currently in use

Tank Capacity: 8000

Tank Substance: Gasoline - Regular

Last Used Date: Not reported

OSFM First Notify Date: 8/29/2017

Red Tag Issue Date: Not reported

Install Date: 5/18/2017

Green Tag Decal: V004795

Green Tag Issue Date: 12/4/2020

Green Tag Expire Date: 12/31/2022

Fee Due: \$0.00

Motor Fuel Permit Inspection Date: 10/14/2020

Motor Fuel Permit Expiration Date: 12/31/2022

MOTOR FUEL TYPE: Fleet

Pending Nov: N

IEMA: Not reported

Equipment Type: Corrosion Prot - Piping

Equipment: Flexible Non-Corrosive

Last Passing Date: N/A

Test Expire Date: N/A

Removed Date: Not reported

Abandoned Date: Not reported

Tank Number: 6

Tank Status: Currently in use

Tank Capacity: 4000

Tank Substance: Diesel Fuel

Last Used Date: Not reported

OSFM First Notify Date: 8/29/2017

Red Tag Issue Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

UST

EDR ID: U000866970 **DIST/DIR:** 0.171 West **ELEVATION:** 803 **MAP ID:** B6

NAME: UNITED STATES POSTAL SERV-VMF
ADDRESS: 500 EAST FULLERTON AVENUE
CAROL STREAM, IL 60188
DU PAGE

Install Date: 5/18/2017
Green Tag Decal: V004795
Green Tag Issue Date: 12/4/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 10/14/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: Fleet
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Flexible Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: Not reported
Abandoned Date: Not reported

RCRA-VSQG

EDR ID: 1000841340 **DIST/DIR:** 0.171 West **ELEVATION:** 803 **MAP ID:** B7

NAME: USPS CAROL STREAM P&DC
ADDRESS: 500 E FULLERTON AVE
CAROL STREAM, IL 60199
DUPAGE

RCRA-VSQG:
Date Form Received by Agency: 2003-02-08 00:00:00.0
Handler Name: USPS CAROL STREAM P&DC
Handler Address: 500 E FULLERTON AVE
Handler City,State,Zip: CAROL STREAM, IL 60199-9998
EPA ID: IL2180090480
Contact Name: MARK TOVEY
Contact Address: 500 E FULLERTON AVE
Contact City,State,Zip: CAROL STREAM, IL 60199-9998
Contact Telephone: 630-260-5400

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-VSQG

EDR ID: 1000841340 **DIST/DIR:** 0.171 West **ELEVATION:** 803 **MAP ID:** B7

NAME: USPS CAROL STREAM P&DC

ADDRESS: 500 E FULLERTON AVE

CAROL STREAM, IL 60199

DUPAGE

Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Federal
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Handler Activities
State District Owner: Not reported
State District: DESPLAINES
Mailing Address: 500 E FULLERTON AVE
Mailing City,State,Zip: CAROL STREAM, IL 60199-9998
Owner Name: US POSTAL SVC
Owner Type: Federal
Operator Name: USPS
Operator Type: Private
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: The land is federally-owned, The site is federally-owned
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-VSQG

EDR ID: 1000841340 **DIST/DIR:** 0.171 West **ELEVATION:** 803 **MAP ID:** B7

NAME: USPS CAROL STREAM P&DC

ADDRESS: 500 E FULLERTON AVE

CAROL STREAM, IL 60199

DUPAGE

Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 2003-02-19 12:32:54.0
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: Not reported

Hazardous Waste Summary:

Waste Code: D000

Waste Description: Not Defined

Waste Code: D001

Waste Description: IGNITABLE WASTE

Waste Code: D008

Waste Description: LEAD

Waste Code: D018

Waste Description: BENZENE

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-VSQG

EDR ID: 1000841340 **DIST/DIR:** 0.171 West **ELEVATION:** 803 **MAP ID:** B7

NAME: USPS CAROL STREAM P&DC
ADDRESS: 500 E FULLERTON AVE
CAROL STREAM, IL 60199
DUPAGE

Waste Code: D035
Waste Description: METHYL ETHYL KETONE

Waste Code: D039
Waste Description: TETRACHLOROETHYLENE

Waste Code: D040
Waste Description: TRICHLOROETHYLENE

Waste Code: F002
Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: F003
Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: F005
Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:
Owner/Operator Indicator: Operator
Owner/Operator Name: USPS

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-VSQG

EDR ID: 1000841340 **DIST/DIR:** 0.171 West **ELEVATION:** 803 **MAP ID:** B7

NAME: USPS CAROL STREAM P&DC

ADDRESS: 500 E FULLERTON AVE
CAROL STREAM, IL 60199
DUPAGE

Legal Status: Private

Date Became Current: 2003-02-19 00:00:00.

Date Ended Current: Not reported

Owner/Operator Address: 500 E FULLERTON AVE

Owner/Operator City,State,Zip: CAROL STREAM, IL 60199-9998

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: US POSTAL SVC

Legal Status: Federal

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: 500 E FULLERTON AVE

Owner/Operator City,State,Zip: CAROL STREAM, IL 60188

Owner/Operator Telephone: 708-260-5403

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: US POSTAL SVC

Legal Status: Federal

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: 500 E FULLERTON AVE

Owner/Operator City,State,Zip: CAROL STREAM, IL 60188

Owner/Operator Telephone: 708-260-5403

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 1992-06-04 00:00:00.0

Handler Name: US POST OFFICE

Federal Waste Generator Description: Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-VSQG

EDR ID: 1000841340 **DIST/DIR:** 0.171 West **ELEVATION:** 803 **MAP ID:** B7

NAME: USPS CAROL STREAM P&DC

ADDRESS: 500 E FULLERTON AVE
CAROL STREAM, IL 60199
DUPAGE

Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 2003-02-08 00:00:00.0
Handler Name: USPS CAROL STREAM P&DC
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 49111
NAICS Description: POSTAL SERVICE

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-SQG

EDR ID: 1004697812 **DIST/DIR:** 0.179 NNW **ELEVATION:** 807 **MAP ID:** C8

NAME: MAACH MACHINERY CO

ADDRESS: 590 TOWER

CAROL STREAM, IL 60188

DU PAGE

RCRA-SQG:

Date Form Received by Agency: 2000-09-26 00:00:00.0

Handler Name: MAACH MACHINERY CO

Handler Address: 590 TOWER

Handler City,State,Zip: CAROL STREAM, IL 60188

EPA ID: ILR000100362

Contact Name: ROBERT ROSS

Contact Address: 590 TOWER

Contact City,State,Zip: CAROL STREAM, IL 60188

Contact Telephone: 630-665-1700

Contact Fax: Not reported

Contact Email: Not reported

Contact Title: Not reported

EPA Region: 05

Land Type: Private

Federal Waste Generator Description: Small Quantity Generator

Non-Notifier: Not reported

Biennial Report Cycle: Not reported

Accessibility: Not reported

Active Site Indicator: Handler Activities

State District Owner: Not reported

State District: DESPLAINES

Mailing Address: 590 TOWER

Mailing City,State,Zip: CAROL STREAM, IL 60188

Owner Name: MAACH MACHINERY CO

Owner Type: Private

Operator Name: Not reported

Operator Type: Not reported

Short-Term Generator Activity: No

Importer Activity: No

Mixed Waste Generator: No

Transporter Activity: No

Transfer Facility Activity: No

Recycler Activity with Storage: No

Small Quantity On-Site Burner Exemption: No

Smelting Melting and Refining Furnace Exemption: No

Underground Injection Control: No

Off-Site Waste Receipt: No

Universal Waste Indicator: No

Universal Waste Destination Facility: No

Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported

Active Site Converter Treatment storage and Disposal Facility: Not reported

Active Site State-Reg Treatment Storage and Disposal Facility: Not reported

Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-SQG

EDR ID: 1004697812 **DIST/DIR:** 0.179 NNW **ELEVATION:** 807 **MAP ID:** C8

NAME: MAACH MACHINERY CO

ADDRESS: 590 TOWER

CAROL STREAM, IL 60188

DU PAGE

Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSD Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 2000-10-24 14:34:20.0
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: Not reported

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-SQG

EDR ID: 1004697812 **DIST/DIR:** 0.179 NNW **ELEVATION:** 807 **MAP ID:** C8

NAME: MAACH MACHINERY CO
ADDRESS: 590 TOWER
CAROL STREAM, IL 60188
DU PAGE

Handler - Owner Operator:

Owner/Operator Indicator: Owner
Owner/Operator Name: MAACH MACHINERY CO
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 590 TOWER
Owner/Operator City,State,Zip: CAROL STREAM, IL 60188
Owner/Operator Telephone: 630-665-1700
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 2000-09-26 00:00:00.0
Handler Name: MAACH MACHINERY CO
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-VSQG

EDR ID: 1014952887 **DIST/DIR:** 0.215 NW **ELEVATION:** 798 **MAP ID:** C9

NAME: TEAM CONCEPT
ADDRESS: 540 TOWER BLVD
CAROL STREAM, IL 60188
DUPAGE

RCRA-VSQG:

Date Form Received by Agency: 2016-10-27 00:00:00.0
Handler Name: TEAM CONCEPT
Handler Address: 540 TOWER BLVD
Handler City,State,Zip: CAROL STREAM, IL 60188
EPA ID: ILR000172627
Contact Name: PACO SALCEDO
Contact Address: Not reported
Contact City,State,Zip: Not reported
Contact Telephone: 630-653-9256
Contact Fax: Not reported
Contact Email: PACO@TCPT.BIZ
Contact Title: Not reported
EPA Region: 05
Land Type: Private
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Handler Activities
State District Owner: Not reported
State District: DESPLAINES
Mailing Address: 540 TOWER BLVD
Mailing City,State,Zip: CAROL STREAM, IL 60188
Owner Name: TEAM CONCEPT CORP
Owner Type: Private
Operator Name: TEAM CONCEPT CORP
Operator Type: Private
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-VSQG

EDR ID: 1014952887 **DIST/DIR:** 0.215 NW **ELEVATION:** 798 **MAP ID:** C9

NAME: TEAM CONCEPT
ADDRESS: 540 TOWER BLVD
CAROL STREAM, IL 60188
DUPAGE

Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSD Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 2017-02-04 23:22:15.0
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: Not reported

Hazardous Waste Summary:
Waste Code: D001
Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-VSQG

EDR ID: 1014952887 **DIST/DIR:** 0.215 NW **ELEVATION:** 798 **MAP ID:** C9

NAME: TEAM CONCEPT
ADDRESS: 540 TOWER BLVD
CAROL STREAM, IL 60188
DUPAGE

Handler - Owner Operator:
Owner/Operator Indicator: Owner
Owner/Operator Name: TEAM CONCEPT CORP
Legal Status: Private
Date Became Current: 2004-01-01 00:00:00.
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: TEAM CONCEPT CORP
Legal Status: Private
Date Became Current: 2003-12-31 00:00:00.
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: TEAM CONCEPT CORP
Legal Status: Private
Date Became Current: 2004-01-01 00:00:00.
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: TEAM CONCEPT CORP
Legal Status: Private
Date Became Current: 2003-12-31 00:00:00.
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-VSQG

EDR ID: 1014952887 **DIST/DIR:** 0.215 NW **ELEVATION:** 798 **MAP ID:** C9

NAME: TEAM CONCEPT
ADDRESS: 540 TOWER BLVD
CAROL STREAM, IL 60188
DUPAGE

Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 2016-10-27 00:00:00.0
Handler Name: TEAM CONCEPT
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 2012-07-27 00:00:00.0
Handler Name: TEAM CONCEPT
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 11111
NAICS Description: SOYBEAN FARMING

Facility Has Received Notices of Violation:

Found Violation: No
Agency Which Determined Violation: Not reported
Violation Short Description: Not reported
Date Violation was Determined: Not reported
Actual Return to Compliance Date: Not reported
Return to Compliance Qualifier: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-VSQG

EDR ID: 1014952887 **DIST/DIR:** 0.215 NW **ELEVATION:** 798 **MAP ID:** C9

NAME: TEAM CONCEPT
ADDRESS: 540 TOWER BLVD
CAROL STREAM, IL 60188
DUPAGE

Violation Responsible Agency: Not reported
Scheduled Compliance Date: Not reported
Enforcement Identifier: Not reported
Date of Enforcement Action: Not reported
Enforcement Responsible Agency: Not reported
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: Not reported
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number: Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: Not reported
Enforcement Responsible Person: Not reported
Enforcement Responsible Sub-Organization: Not reported
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Evaluation Action Summary:
Evaluation Date: 2016-10-27 00:00:00.0
Evaluation Responsible Agency: State
Found Violation: No
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier: GSB
Evaluation Responsible Sub-Organization: F2
Actual Return to Compliance Date: Not reported
Scheduled Compliance Date: Not reported
Date of Request: Not reported
Date Response Received: Not reported
Request Agency: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

RCRA-VSQG

EDR ID: 1014952887 **DIST/DIR:** 0.215 NW **ELEVATION:** 798 **MAP ID:** C9

NAME: TEAM CONCEPT
ADDRESS: 540 TOWER BLVD
CAROL STREAM, IL 60188
DUPAGE

Former Citation: Not reported

LUST

EDR ID: S104525542 **DIST/DIR:** 0.338 South **ELEVATION:** 789 **MAP ID:** 10

NAME: USAVE - FORMERLY
ADDRESS: 1458 BLOOMINGDALE RD
GLENDALE HEIGHTS, IL 60139

LUST:
Name: HARTNETT U-SAVE GAS INC.
Address: 1458 BLOOMINGDALE RD.
City,State,Zip: GLENDALE HEIGHTS, IL 60139
Incident Num: 912906
IL EPA Id: 430405035
Product: Gasoline, Diesel
IEMA Date: 1991-10-11
Project Manager: South
Project Manager Phone: (217) 558-0347
Email: Shirlene.South@illinois.gov
PRP Name: Hartnett U-Save Gas
PRP Contact: Tom Hartnett
PRP Address: P.O. Box 1362
PRP City,St,Zip: Elmhurst, IL 60126
PRP Phone: Not reported
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 1991-11-01
45 Report Received: Not reported
No Further Remediation Letter: 2018-02-08
No Further Remediation Date Recorded: 2018-03-01

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

LUST

EDR ID: S104525542 **DIST/DIR:** 0.338 South **ELEVATION:** 789 **MAP ID:** 10

NAME: USAVE - FORMERLY
ADDRESS: 1458 BLOOMINGDALE RD
GLENDALE HEIGHTS, IL 60139

Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

CORRACTS

EDR ID: 1000354321 **DIST/DIR:** 0.854 SW **ELEVATION:** 760 **MAP ID:** 11

NAME: PIERCE AND STEVENS CHEMICAL CORP
ADDRESS: 245 EAST KEHOE BOULEVARD
CAROL STREAM, IL 60188
DUPAGE

CORRACTS:

Name: HENKEL CORP
Address: 245 E KEHOE BLVD
Address 2: Not reported
EPA ID: ILD055434443
Area Name: ENTIRE FACILITY
Corrective Action: CA050
Actual Date: 1992-03-09 00:00:00.0
Air Release Indicator: Not reported
Groundwater Release Indicator: Not reported
Soil Release Indicator: Not reported
Surface Water Release Indicator: Not reported

Name: HENKEL CORP
Address: 245 E KEHOE BLVD
Address 2: Not reported
EPA ID: ILD055434443
Area Name: ENTIRE FACILITY
Corrective Action: CA075LO
Actual Date: 1992-03-31 00:00:00.0
Air Release Indicator: Not reported
Groundwater Release Indicator: Not reported
Soil Release Indicator: Not reported
Surface Water Release Indicator: Not reported

- Continued on next page -

Mapped Site Details

Target Property: FULLERTON AVENUE
GLENDALE HEIGHTS, IL 60139

CORRACTS

EDR ID: 1000354321 **DIST/DIR:** 0.854 SW **ELEVATION:** 760 **MAP ID:** 11

NAME: PIERCE AND STEVENS CHEMICAL CORP

ADDRESS: 245 EAST KEHOE BOULEVARD

CAROL STREAM, IL 60188

DUPAGE

Name: HENKEL CORP

Address: 245 E KEHOE BLVD

Address 2: Not reported

EPA ID: ILD055434443

Area Name: ENTIRE FACILITY

Corrective Action: CA225IN

Actual Date: 1992-02-22 00:00:00.0

Air Release Indicator: Not reported

Groundwater Release Indicator: Not reported

Soil Release Indicator: Not reported

Surface Water Release Indicator: Not reported

Count: 1 records.

ORPHAN SUMMARY

<u>City</u>	<u>EDR ID</u>	<u>Site Name</u>	<u>Site Address</u>	<u>Zip</u>	<u>Database(s)</u>
BLOOMINGDALE	S126978995	AT&T SERVICES, INC.	SCHMALE RD.(170 WALL STREET)	60108	LUST

RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Gov Date	Arvl Date	Active Date	Last FDR Contact
IL	BROWNFIELDS	Redevelopment Assessment Database	01/20/2021	01/20/2021	04/09/2021	04/20/2021
IL	BROWNFIELDS	Municipal Brownfields Redevelopment Grant Program Project De	02/11/2010	07/31/2014	09/08/2014	04/23/2021
IL	CCDD	Clean Construction or Demolition Debris	09/11/2020	10/28/2020	12/09/2020	03/31/2021
IL	ENG CONTROLS	Sites with Engineering Controls	12/23/2020	12/23/2020	03/15/2021	03/30/2021
IL	IL NIPC	Solid Waste Landfill Inventory	08/01/1988	08/01/1994	08/12/1994	05/23/2006
IL	Inst Control	Institutional Controls	12/23/2020	12/23/2020	03/15/2021	03/30/2021
IL	LF SPECIAL WASTE	Special Waste Site List	01/01/1990	06/17/2009	07/15/2009	06/10/2009
IL	LF WMRC	Waste Management & Research Center Landfill Database	12/31/2001	10/06/2006	11/06/2006	09/18/2009
IL	LUST	Leaking Underground Storage Tank Sites	01/20/2021	01/20/2021	04/09/2021	04/20/2021
IL	LUST TRUST	Underground Storage Tank Fund Payment Priority List	06/06/2016	07/27/2016	10/18/2016	04/15/2021
IL	SRP	Site Remediation Program Database	12/23/2020	12/23/2020	03/15/2021	03/30/2021
IL	SSU	State Sites Unit Listing	01/25/2021	01/26/2021	04/12/2021	04/15/2021
IL	SWF/LF	Available Disposal for Solid Waste in Illinois - Solid Waste	12/31/2019	10/20/2020	01/11/2021	04/21/2021
IL	UST	Underground Storage Tank Facility List	01/20/2021	01/20/2021	04/12/2021	04/20/2021
US	BRS	Biennial Reporting System	12/31/2017	06/22/2020	11/20/2020	03/23/2021
US	CORRACTS	Corrective Action Report	12/14/2020	12/17/2020	12/22/2020	03/23/2021
US	Delisted NPL	National Priority List Deletions	12/30/2020	01/14/2021	02/09/2021	05/03/2021
US	ERNS	Emergency Response Notification System	12/14/2020	12/15/2020	12/22/2020	12/15/2020
US	FEDERAL FACILITY	Federal Facility Site Information listing	04/03/2019	04/05/2019	05/14/2019	03/30/2021
US	FEDLAND	Federal and Indian Lands	04/02/2018	04/11/2018	11/06/2019	04/05/2021
US	FEMA UST	Underground Storage Tank Listing	01/29/2021	02/17/2021	03/22/2021	04/05/2021
US	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	10/01/2020	12/16/2020	03/12/2021	04/23/2021
US	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	11/12/2020	12/16/2020	03/12/2021	04/23/2021
US	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	10/02/2020	12/18/2020	03/12/2021	04/23/2021
US	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	10/07/2020	12/16/2020	03/12/2021	04/23/2021
US	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	04/08/2020	05/20/2020	08/12/2020	04/23/2021
US	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	09/30/2020	12/22/2020	03/12/2021	04/23/2021
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	10/09/2020	12/16/2020	03/12/2021	04/23/2021
US	INDIAN LUST R9	Leaking Underground Storage Tanks on Indian Land	10/01/2020	12/16/2020	03/12/2021	04/23/2021
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	10/01/2020	12/16/2020	03/12/2021	04/23/2021
US	INDIAN UST R10	Underground Storage Tanks on Indian Land	11/12/2020	12/16/2020	03/12/2021	04/23/2021
US	INDIAN UST R4	Underground Storage Tanks on Indian Land	10/02/2020	12/18/2020	03/12/2021	04/23/2021
US	INDIAN UST R5	Underground Storage Tanks on Indian Land	10/07/2020	12/16/2020	03/12/2021	04/23/2021
US	INDIAN UST R6	Underground Storage Tanks on Indian Land	04/08/2020	05/20/2020	08/12/2020	04/23/2021
US	INDIAN UST R7	Underground Storage Tanks on Indian Land	09/30/2020	12/22/2020	03/12/2021	04/23/2021
US	INDIAN UST R8	Underground Storage Tanks on Indian Land	10/09/2020	12/16/2020	03/12/2021	04/23/2021
US	INDIAN UST R9	Underground Storage Tanks on Indian Land	10/01/2020	12/16/2020	03/12/2021	04/23/2021
US	INDIAN VCP R1	Voluntary Cleanup Priority Listing	07/27/2015	09/29/2015	02/18/2016	03/22/2021
US	INDIAN VCP R7	Voluntary Cleanup Priority Lisitng	03/20/2008	04/22/2008	05/19/2008	04/20/2009
US	LUCIS	Land Use Control Information System	02/09/2021	02/11/2021	03/22/2021	05/05/2021
US	MINES MRDS	Mineral Resources Data System	04/06/2018	10/21/2019	10/24/2019	02/26/2021
US	NPL	National Priority List	12/30/2020	01/14/2021	02/09/2021	05/03/2021
US	NPL LIENS	Federal Superfund Liens	10/15/1991	02/02/1994	03/30/1994	08/15/2011
US	PCS	Permit Compliance System	07/14/2011	08/05/2011	09/29/2011	03/31/2021
US	PCS ENF	Enforcement data	12/31/2014	02/05/2015	03/06/2015	03/31/2021
US	PCS INACTIVE	Listing of Inactive PCS Permits	11/05/2014	01/06/2015	05/06/2015	03/31/2021
US	PRP	Potentially Responsible Parties	12/30/2020	01/14/2021	03/05/2021	05/03/2021

RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Gov Date	Arvl. Date	Active Date	Last EDR Contact
US	Proposed NPL	Proposed National Priority List Sites	12/30/2020	01/14/2021	02/09/2021	05/03/2021
US	RCRA-LQG	RCRA - Large Quantity Generators	12/14/2020	12/17/2020	12/22/2020	03/23/2021
US	RCRA-SQG	RCRA - Small Quantity Generators	12/14/2020	12/17/2020	12/22/2020	03/23/2021
US	RCRA-TSDF	RCRA - Treatment, Storage and Disposal	12/14/2020	12/17/2020	12/22/2020	03/23/2021
US	RCRA-VSQQ	RCRA - Very Small Quantity Generators (Formerly Conditionall	12/14/2020	12/17/2020	12/22/2020	03/23/2021
US	SEMS	Superfund Enterprise Management System	12/30/2020	01/14/2021	02/18/2021	05/03/2021
US	SEMS-ARCHIVE	Superfund Enterprise Management System Archive	12/30/2020	01/14/2021	02/18/2021	05/03/2021
US	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (10/12/2016	10/26/2016	02/03/2017	09/26/2017
US	US AIRS MINOR	Air Facility System Data	10/12/2016	10/26/2016	02/03/2017	09/26/2017
US	US ENG CONTROLS	Engineering Controls Sites List	10/28/2020	11/05/2020	11/18/2020	02/23/2021
US	US INST CONTROLS	Institutional Controls Sites List	10/28/2020	11/05/2020	11/18/2020	02/23/2021

STREET AND ADDRESS INFORMATION

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Database Descriptions

NPL: NPL National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices. NPL - National Priority List Proposed NPL - Proposed National Priority List Sites. NPL LIENS - Federal Superfund Liens.

NPL Delisted: Delisted NPL The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. Delisted NPL - National Priority List Deletions

CERCLIS: FEDERAL FACILITY A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities. FEDERAL FACILITY - Federal Facility Site Information listing SEMS - Superfund Enterprise Management System.

NFRAP: SEMS-ARCHIVE SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site. SEMS-ARCHIVE - Superfund Enterprise Management System Archive

RCRA COR ACT: CORRACTS CORRACTS identifies hazardous waste handlers with RCRA corrective action activity. CORRACTS - Corrective Action Report

RCRA TSD: RCRA-TSDF RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste. RCRA-TSDF - RCRA - Treatment, Storage and Disposal

RCRA GEN: RCRA-LQG RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month. RCRA-LQG - RCRA - Large Quantity Generators RCRA-SQG - RCRA - Small Quantity Generators. RCRA-VSQG - RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators).

Federal IC / EC: LUCIS LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties. LUCIS - Land Use Control Information System US ENG CONTROLS - Engineering Controls Sites List. US INST CONTROLS - Institutional Controls Sites List.

ERNS: ERNS Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances. ERNS - Emergency Response Notification System

Database Descriptions

State/Tribal CERCLIS: SSU The State Response Action Program database identifies the status of all sites under the responsibility of the Illinois EPA's State Sites Unit. SSU - State Sites Unit Listing

State/Tribal SWL: LF WMRC SWF/LF - Available Disposal for Solid Waste in Illinois - Solid Waste Landfills Subject to State Surcharge. CCDD - Clean Construction or Demolition Debris. The Waste Management & Research Center Landfill Database includes records from the Department of Public Health, Department of Mines & Minerals, Illinois Environmental Protection Agency, State Geological Survey, Northeastern Illinois Planning Commission and Pollution Control Board. CCDD - Waste Management & Research Center Landfill Database LF SPECIAL WASTE - Special Waste Site List. IL NIPC - Solid Waste Landfill Inventory.

State/Tribal LTANKS: LUST Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state. LUST - Leaking Underground Storage Tank Sites INDIAN LUST R1 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R9 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R6 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R5 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R10 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R8 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R7 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R4 - Leaking Underground Storage Tanks on Indian Land. LUST TRUST - Underground Storage Tank Fund Payment Priority List.

State/Tribal Tanks: FEMA UST A listing of all FEMA owned underground storage tanks. FEMA UST - Underground Storage Tank Listing UST - Underground Storage Tank Facility List. INDIAN UST R6 - Underground Storage Tanks on Indian Land. INDIAN UST R1 - Underground Storage Tanks on Indian Land. INDIAN UST R10 - Underground Storage Tanks on Indian Land. INDIAN UST R4 - Underground Storage Tanks on Indian Land. INDIAN UST R5 - Underground Storage Tanks on Indian Land. INDIAN UST R7 - Underground Storage Tanks on Indian Land. INDIAN UST R9 - Underground Storage Tanks on Indian Land. INDIAN UST R8 - Underground Storage Tanks on Indian Land.

State/Tribal IC / EC: ENG CONTROLS Sites using of engineered barriers (e.g., asphalt or concrete paving). ENG CONTROLS - Sites with Engineering Controls Inst Control - Institutional Controls.

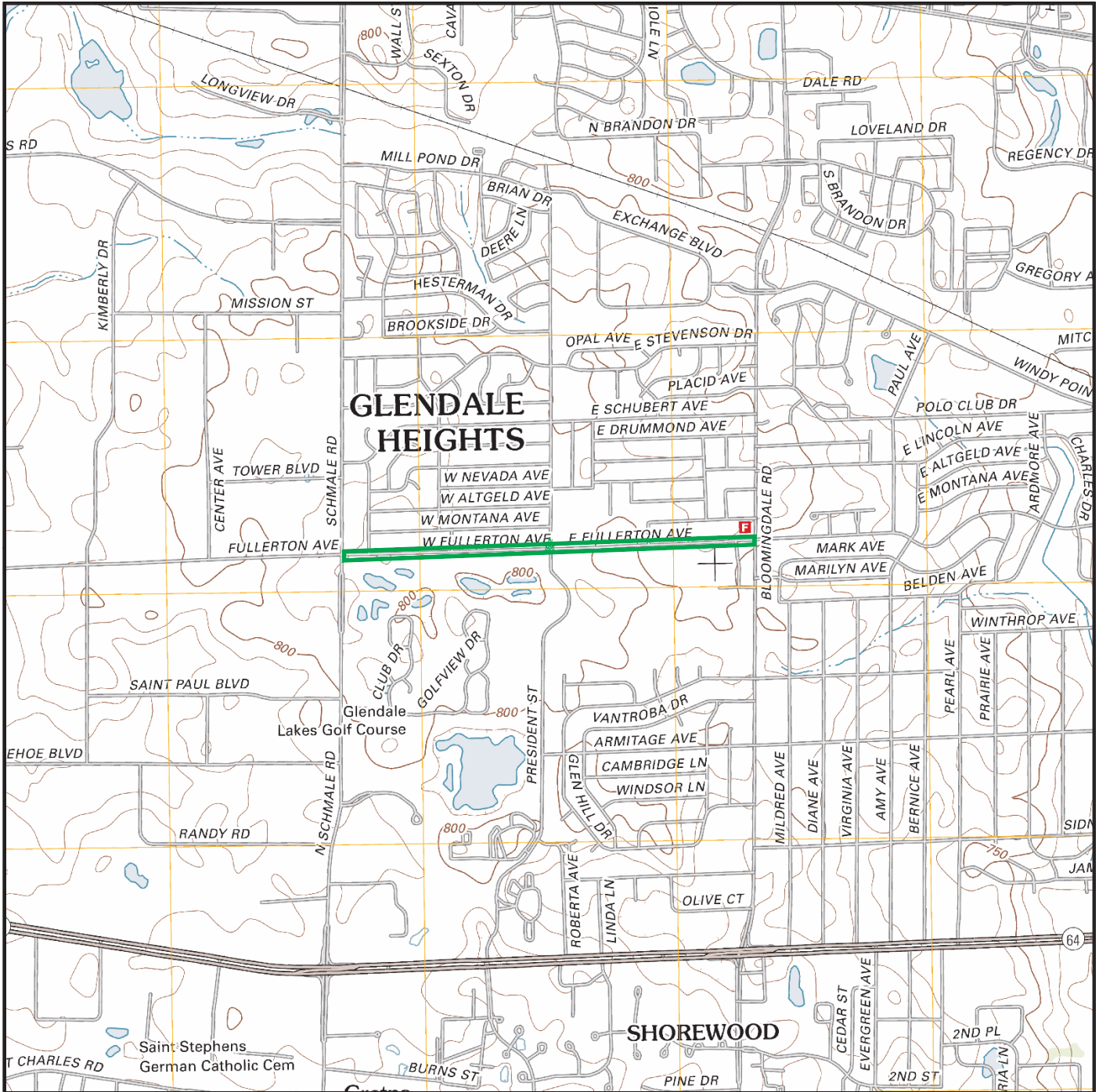
State/Tribal VCP: INDIAN VCP R1 SRP - Site Remediation Program Database. INDIAN VCP R7 - Voluntary Cleanup Priority Listing. A listing of voluntary cleanup priority sites located on Indian Land located in Region 7. INDIAN VCP R7 - Voluntary Cleanup Priority Listing

ST/Tribal Brownfields: BROWNFIELDS The Illinois Municipal Brownfields Redevelopment Grant Program (MBRGP) offers grants worth a maximum of \$240,000 each to municipalities to assist in site investigation activities, development of cleanup objectives, and performance of cleanup activities. Brownfields are abandoned or underused industrial and/or commercial properties that are contaminated (or thought to be contaminated) and have an active potential for redevelopment. BROWNFIELDS - Municipal Brownfields Redevelopment Grant Program Project Descriptions BROWNFIELDS - Redevelopment Assessment Database.

Other: FEDLAND Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service. FEDLAND - Federal and Indian Lands PRP - Potentially Responsible Parties. BRS - Biennial Reporting System. US AIRS (AFS) - Aerometric Information Retrieval System Facility Subsystem (AFS). US AIRS MINOR - Air Facility System Data. PCS INACTIVE - Listing of Inactive PCS Permits. PCS ENF - Enforcement data. PCS - Permit Compliance System. MINES MRDS - Mineral Resources Data System.

USGS 7.5 Minute Topographic Map

FULLERTON AVENUE GLENDALE HEIGHTS, IL 60139



Map Image Position: TP
Map Reference Code & Name: 5680807 Lombard
Map State(s): IL
Version Date: 2012

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 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 Glendale Heights

DuPage County

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

State of Illinois
 DEPARTMENT OF TRANSPORTATION
 Bureau of Local Roads & Streets SPECIAL PROVISION
 FOR
 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 type="checkbox"/>	Cores
<input checked="" type="checkbox"/>	Nuclear Density Gauge (Correlated when paving \geq 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."

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 ± 2.0 percent of the actual quantity of material delivered.”

80274

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)

Effective: November 2, 2006

Revised: August 1, 2017

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

Where: CA = Cost Adjustment, \$.

BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).

%AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$. For HMA mixtures measured in square meters: $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 1) / 1000$. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_V.

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$

For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).
SG = Specific Gravity of bituminous material as shown on the bill of lading.

Basis of Payment. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI_L and BPI_P in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

80173

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

CEMENT, TYPE IL (BDE)

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement1001”

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

“Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used.”

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

“Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement.”

Revise Article 1019.02(a) of the Standard Specifications to read:

“(a) Cement, Type I or IL1001”

80449

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 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	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 24.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents 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" 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 it 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 or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a 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.
- (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

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, ΔT_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, ΔT_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 ^{3/}
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 % ^{1/2/}			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface ^{3/}
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.”

PORTLAND CEMENT CONCRETE (BDE)

Effective: August 1, 2023

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

“The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures.”

80451

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 15th 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 _____. 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

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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.*

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. 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. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 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 journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

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 200.327.

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 200.327.

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.

* * * * *

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 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).

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.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) 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;

(2) 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

(3) 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)

b. 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.

* * * * *

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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY
SYSTEM OR APPALACHIAN LOCAL ACCESS**

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.