NOTICE TO BID

For work to be constructed under the provisions of the Standard Specifications for Road and Bridge Construction by the Illinois Department of Transportation, current edition.

Sealed proposals for the improvement described herein will be received at the Office of the Village Clerk of the Village of Hoffman Estates, Cook County, Illinois, until 10:00 a.m., March 1, 2021.

The proposed work is officially known as the 2021 Street Revitalization Project, and is located on various streets in Hoffman Estates.

The proposed improvements include removing the existing pavement and curb and gutter, construction of curb and gutter, asphalt pavement and related improvements. The distance to be improved is approximately 34,835 feet (6.6 miles) within 30 streets.

Plans and proposal forms are available for download from the Village of Hoffman Estates website at www.hoffmanestates.org/business/rfps-rfqs-bids beginning February 15, 2021.

All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".

The Village of Hoffman Estates strongly encourages minority firms and women's business enterprises to apply. If subcontracts are to be let, the primary contractor shall take these same affirmative steps to solicit bids from minority and women's firms.

The Village of Hoffman Estates reserves the right to reject any or all proposals and waive any informality in bidding and to accept the proposal deemed most advantageous to it, all in BLRS Special Provision for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".

By order of the President and Board of Trustees of the Village of Hoffman Estates.

Bev Romanoff
Village Clerk

Date of Publication: February 15, 2021

Illinois Department of Transportation

Local Public Agency
Formal Contract Proposal

COVER SHEET

Proposal Submitted By:

Contractor's Name

Contractor's Address	City	State	Zip Code

STATE OF ILLINOIS

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	21-00108-00-RS

Route(s) (Street/Road Name)	Type of Funds
Various	MFT, CDBG, Local

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature	Date

Submitted/Approved

County Engineer/Superintendent of Highways	Date

For a Municipal Project

Submitted/Approved/Passed

Signature	Date
William D. McLeod	2-10-2021

Official Title: President of Board of Trustees

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature	Date
Approved by IDOT per agreement dated 1/4/05	

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Hoffman Estates	Cook	21-00108-00-RS	Various

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the Village Clerk
Name of Office

1900 Hassell Road, Hoffman Estates, IL 60169 until 10:00 AM on 03/01/21.
Address Time Date

Sealed proposals will be opened and read publicly at the office of Frank Alexa Room
Name of Office

1900 Hassell Road, Hoffman Estates, IL 60169 at 10:00 AM on 03/01/21.
Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Various	6.6 miles

Proposed Improvement

Reconstruction, Resurfacing, & Structural Overlay of various streets in Hoffman Estates

1. Plans and proposal forms will be available in the office of

Plans and proposal forms are available for download from the Village of Hoffman Estates website at www.hoffmanestates.org/business/rfps-rfqs-bids beginning February 15, 2021.

2. ☒ Prequalification

   If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. Local Public Agency Formal Contract Proposal (BLR 12200)
   b. Schedule of Prices (BLR 12201)
   c. Proposal Bid Bond (BLR 12230) (if applicable)
   d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
   e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Hoffman Estates	Cook	21-00108-00-RS	Various

PROPOSAL

1. Proposal of _____
Contractor's Name

_____.
Contractor's Address

2. The plans for the proposed work are those prepared by the Village of Hoffman Estates and approved by the Department of Transportation on _____.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by 11/19/21 unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village of Hoffman Estates Treasurer of _____.
The amount of the check is five (5) percent of the total bid price (_____).

Attach Cashier's Check or Certified Check Here

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

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Hoffman Estates	Cook	21-00108-00-RS	Various

CONTRACTOR CERTIFICATIONS

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating**. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

   A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Hoffman Estates	Cook	21-00108-00-RS	Various

SIGNATURES

(If an individual)

Signature of Bidder | Date

Business Address

City | State | Zip Code

(If a partnership)

Firm Name

Signature | Date

Title

Business Address

City | State | Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

Signature | Date

Title

Business Address

City | State | Zip Code

Insert Names of Officers

President

Secretary

Attest:

Secretary

Treasurer

Illinois Department of Transportation

Schedule of Prices

BASE BID

Contractor's Name

Contractor's Address | City | State | Zip Code

Local Public Agency | County | Section Number

Village of Hoffman Estates | Cook | 21-00108-00-RS

Route(s) (Street/Road Name)

Various

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
HE201000	TREE ROOT PRUNING	EACH	152		
20200100	EARTH EXCAVATION	CU YD	7,085		
20201200	REM & DISP UNSUIT MAT'L	CU YD	2,138		
20800150	TRENCH BACKFILL	CU YD	174		
21001000	GEOTECH FABRIC	SQ YD	17,845		
21400100	GRADE & SHAPE DITCHES	FOOT	200		
HE250000	ECB W/SEED SPECIAL	SQ YD	8,659		
HE252000	SODDING SPECIAL	SQ YD	13,435		
28000510	INLET FILTERS	EACH	302		
30300001	AGG SUBGRADE IMPVT	CU YD	2,138		
30300112	AGG SUBGRADE IMPVT 12"	SQ YD	17,845		
40201000	AGG FOR TEMP ACCESS	TON	320		
40600290	BIT MAT'LS (TACK COAT)	POUND	81,113		
40602978	HMA BINDER CSE IL-9.5 N50	TON	2,007		
40603080	HMA BINDER CSE IL-19.0 N50	TON	2,317		
40603200	POLY HMA BC IL-4.75 N50	TON	436		
40604060	HMA SC IL-9.5 MIX "D" N50	TON	7,830		
40700100	BIT MAT'LS (TACK COAT)	POUND	5,283		
40701801	HMA PAV'T (FULL DEPTH) 6"	SQ YD	15,622		
HE407300	HMA DRIVEWAY PAV'T 3"	SQ YD	448		
HE407500	HMA DRIVEWAY PAV'T 5"	SQ YD	44		
HE423060	PCC DRIVEWAY PAV'T, 6"	SQ YD	4,838		
HE423080	PCC DRIVEWAY PAV'T, 8"	SQ YD	20		
HE424000	PCC SIDEWALK 5"	SQ FT	126,292		
42400800	DETECTABLE WARNINGS	SQ FT	1,745		
HE4240DI	DETECT WARN CI SPL	SQ ST	20		
44000100	PAVEMENT REMOVAL	SQ YD	15,959		
HE440010	PAVEMENT REMOVAL SPL	SQ YD	15,733		
HE440015	VAR DEPTH GRIND (0"-3")	SQ YD	74,408		

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Hoffman Estates	Cook	21-00108-00-RS	Various

Item Number	Items	Unit	Quantity	Unit Price	Total
44000200	DRIVEWAY PAVEMENT REM	SQ YD	5,380		
44000500	COMB CONC C&G REM	FOOT	13,597		
44000600	SIDEWALK REMOVAL	SQ FT	124,208		
HE442040	CLASS D PATCH SPL 4"	SQ YD	422		
HE442060	CLASS D PATCH SPL 6"	SQ YD	863		
HE442080	CLASS D PATCH SPL 8"	SQ YD	190		
HE542485	CONCRETE COLLAR SPL	EACH	3		
HE550A12	SS RG CLASS A TYPE 1 12"	FOOT	953		
HE550A15	SS RG CLASS A TYPE 1 15"	FOOT	20		
HE550A18	SS RG CLASS A TYPE 1 18"	FOOT	34		
HE550A24	SS RG CLASS A TYPE 1 24"	FOOT	5		
HE550A36	SS RG CLASS A TYPE 1 36"	FOOT	146		
HE55DI12	SS DUCTILE IRON 12"	FOOT	53		
HE55WM12	SS (WATER MAIN REQ) 12"	FOOT	358		
HE550P04	SS SOLID PVC 4"	FOOT	25		
HE550P06	SS SOLID PVC 6"	FOOT	25		
HE550P08	SS SOLID PVC 8"	FOOT	25		
HE550P10	SS SOLID PVC 10"	FOOT	25		
HE551000	DIR CONN TO SS SPL	EACH	1		
55100400	STORM SEWER REM 10"	FOOT	46		
55100500	STORM SEWER REM 12"	FOOT	213		
55100700	STORM SEWER REM 15"	FOOT	87		
55100800	STORM SEWER REM 18"	FOOT	8		
55101200	STORM SEWER REM 24"	FOOT	5		
55101400	STORM SEWER REM 30"	FOOT	146		
55101600	STORM SEWER REM 36"	FOOT	5		
HE561040	WATER MAIN ADJUST 6" SPL	FOOT	20		
HE561060	WATER MAIN ADJUST 8" SPL	FOOT	70		
HE563004	SAN SEWER PVC 4" SPL	FOOT	95		
HE563006	SAN SEWER PVC 6" SPL	FOOT	5		
HE563008	SAN SEWER PVC 8" SPL	FOOT	160		
HE563012	SAN SEWER PVC 12" SPL	FOOT	16		
HE563104	SAN SEWER REM 4" SPL	FOOT	70		
HE563106	SAN SEWER REM 6" SPL	FOOT	5		
HE563108	SAN SEWER REM 8" SPL	FOOT	160		
HE563112	SAN SEWER REM 12" SPL	FOOT	16		
HE563204	SAN SWR SVC CONN 4" SPL	EACH	9		
HE564400	SAN MANHOLES 4' DIA SPL	EACH	9		
HE564450	SAN DROP MH 4' DIA SPL	EACH	2		
HE565000	SAN MH ADJUST SPL	EACH	28		
HE565500	SAN MH RECON SPL	EACH	2		
HE601004	PU FAB LINED TRNCH 4" SPL	FOOT	341		
HE601006	PU FAB LINED TRNCH 6" SPL	FOOT	100		
HE602104	CATCH BASINS 4 FOOT DIA	EACH	10		
HE602105	CATCH BASINS 5 FOOT DIA	EACH	0		
HE602200	INLETS 2 FOOT DIAMETER	EACH	18		

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Hoffman Estates	Cook	21-00108-00-RS	Various

HE602400	MANHOLES 4 FOOT DIA	EACH	6		
HE602500	MANHOLES 5 FOOT DIA	EACH	1		
HE602600	MANHOLES 6 FOOT DIA	EACH	1		
HE603000	MANHOLES TO BE ADJ	EACH	182		
HE603500	MANHOLES TO BE RECONST	EACH	1		
HE603100	MANHOLES TO BE ADJ SPL	EACH	6		
60402210	GRATES TYPE 8	EACH	2		
HE604007	F&G DEPRESSED GRATE	EACH	6		
60406000	F&L TYPE 1 OPEN LID	EACH	1		
HE604060	F&L STORM TY 1 CL LID SPL	EACH	6		
HE604061	F&L SAN TY 1 CL LID SPL	EACH	23		
HE604062	F&L WATER TY 1 CL LID SPL	EACH	1		
HE604300	F&G M3.12 CURB	EACH	48		
HE604605	F&G B6.12 CURB	EACH	13		
HE604606	F&G SPL B6.12 CURB	EACH	4		
60500040	REMOVING MANHOLES	EACH	18		
60500060	REMOVING INLETS	EACH	14		
HE606100	COMB CONC C&G M3.12 SPL	FOOT	10,665		
HE606200	COMB CONC C&G B6.12 SPL	FOOT	2,925		
HE606300	COMB CONC C&G R&R SPL	FOOT	8,494		
HE606900	CONCRETE FRONT FILL SPL	FOOT	100		
HE701014	TCP	LS	1		
70300100	SHORT TERM PAV'T MARK	FOOT	1,382		
70300150	SH TERM PAV'T MARK REM	SQ FT	460		
HE720010	REMOVE & RESET SIGN	EACH	1		
78009000	MOD UR PAV'T MARK L&S	SQ FT	358		
78009004	MOD UR PAV'T MARK LINE 4"	FOOT	1,761		
78009006	MOD UR PAV'T MARK LINE 6"	FOOT	4,104		
78009012	MOD UR PAV'T MK LINE 12"	FOOT	158		
78009024	MOD UR PAV'T MK LINE 24"	FOOT	731		
HE900000	MAINT LETTERS OF CREDIT	LS	1		
				Bidder's Total Proposal	

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Illinois Department of Transportation

Schedule of Prices

ALTERNATE BID

Contractor's Name

Contractor's Address | City | State | Zip Code

Local Public Agency: Village of Hoffman Estates | County: Cook | Section Number: 21-00108-00-RS

Route(s) (Street/Road Name): Various

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
HE201000	TREE ROOT PRUNING	EACH	163		
20200100	EARTH EXCAVATION	CU YD	8,636		
20201200	REM & DISP UNSUIT MAT'L	CU YD	2,344		
20800150	TRENCH BACKFILL	CU YD	174		
21001000	GEOTECH FABRIC	SQ YD	21,777		
21400100	GRADE & SHAPE DITCHES	FOOT	200		
HE250000	ECB W/SEED SPECIAL	SQ YD	8,659		
HE252000	SODDING SPECIAL	SQ YD	15,492		
28000510	INLET FILTERS	EACH	315		
30300001	AGG SUBGRADE IMPVT	CU YD	2,344		
30300112	AGG SUBGRADE IMPVT 12"	SQ YD	21,777		
40201000	AGG FOR TEMP ACCESS	TON	380		
40600290	BIT MAT'LS (TACK COAT)	POUND	81,113		
40602978	HMA BINDER CSE IL-9.5 N50	TON	2,007		
40603080	HMA BINDER CSE IL-19.0 N50	TON	2,317		
40603200	POLY HMA BC IL-4.75 N50	TON	436		
40604060	HMA SC IL-9.5 MIX "D" N50	TON	7,830		
40700100	BIT MAT'LS (TACK COAT)	POUND	6,870		
40701801	HMA PAV'T (FULL DEPTH) 6"	SQ YD	19,148		
HE407300	HMA DRIVEWAY PAV'T 3"	SQ YD	453		
HE407500	HMA DRIVEWAY PAV'T 5"	SQ YD	44		
HE423060	PCC DRIVEWAY PAV'T 6"	SQ YD	5,657		
HE423080	PCC DRIVEWAY PAV'T 8"	SQ YD	20		
HE424000	PCC SIDEWALK 5"	SQ FT	134,090		
42400800	DETECTABLE WARNINGS	SQ FT	1,785		
HE4240DI	DETECT WARN CI SPL	SQ ST	20		
44000100	PAVEMENT REMOVAL	SQ YD	19,465		
HE440010	PAVEMENT REMOVAL SPL	SQ YD	15,733		
HE440015	VAR DEPTH GRIND (0"-3")	SQ YD	74,408		

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Hoffman Estates	Cook	21-00108-00-RS	Various

Item Number	Items	Unit	Quantity	Unit Price	Total
44000200	DRIVEWAY PAVEMENT REM	SQ YD	6,203		
44000500	COMB CONC C&G REM	FOOT	16,038		
44000600	SIDEWALK REMOVAL	SQ FT	132,068		
HE442040	CLASS D PATCH SPL 4"	SQ YD	422		
HE442060	CLASS D PATCH SPL 6"	SQ YD	863		
HE442080	CLASS D PATCH SPL 8"	SQ YD	190		
HE542485	CONCRETE COLLAR SPL	EACH	3		
HE550A12	SS RG CLASS A TYPE 1 12"	FOOT	959		
HE550A15	SS RG CLASS A TYPE 1 15"	FOOT	38		
HE550A18	SS RG CLASS A TYPE 1 18"	FOOT	271		
HE550A24	SS RG CLASS A TYPE 1 24"	FOOT	5		
HE550A36	SS RG CLASS A TYPE 1 36"	FOOT	146		
HE55DI12	SS DUCTILE IRON 12"	FOOT	53		
HE55WM12	SS (WATER MAIN REQ) 12"	FOOT	358		
HE550P04	SS SOLID PVC 4"	FOOT	25		
HE550P06	SS SOLID PVC 6"	FOOT	25		
HE550P08	SS SOLID PVC 8"	FOOT	25		
HE550P10	SS SOLID PVC 10"	FOOT	25		
HE551000	DIR CONN TO SS SPL	EACH	1		
55100400	STORM SEWER REM 10"	FOOT	67		
55100500	STORM SEWER REM 12"	FOOT	213		
55100700	STORM SEWER REM 15"	FOOT	87		
55100800	STORM SEWER REM 18"	FOOT	246		
55101200	STORM SEWER REM 24"	FOOT	5		
55101400	STORM SEWER REM 30"	FOOT	146		
55101600	STORM SEWER REM 36"	FOOT	5		
HE561040	WATER MAIN ADJUST 6" SPL	FOOT	20		
HE561060	WATER MAIN ADJUST 8" SPL	FOOT	70		
HE563004	SAN SEWER PVC 4" SPL	FOOT	95		
HE563006	SAN SEWER PVC 6" SPL	FOOT	5		
HE563008	SAN SEWER PVC 8" SPL	FOOT	160		
HE563012	SAN SEWER PVC 12" SPL	FOOT	16		
HE563104	SAN SEWER REM 4" SPL	FOOT	70		
HE563106	SAN SEWER REM 6" SPL	FOOT	5		
HE563108	SAN SEWER REM 8" SPL	FOOT	160		
HE563112	SAN SEWER REM 12" SPL	FOOT	16		
HE563204	SAN SWR SVC CONN 4" SPL	EACH	9		
HE564400	SAN MANHOLES 4' DIA SPL	EACH	9		
HE564450	SAN DROP MH 4' DIA SPL	EACH	2		
HE565000	SAN MH ADJUST SPL	EACH	28		
HE565500	SAN MH RECON SPL	EACH	2		
HE601004	PU FAB LINED TRNCH 4" SPL	FOOT	366		
HE601006	PU FAB LINED TRNCH 6" SPL	FOOT	100		
HE602104	CATCH BASINS 4 FOOT DIA	EACH	10		
HE602105	CATCH BASINS 5 FOOT DIA	EACH	1		
HE602200	INLETS 2 FOOT DIAMETER	EACH	20		

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Hoffman Estates	Cook	21-00108-00-RS	Various

HE602400	MANHOLES 4 FOOT DIA	EACH	8		
HE602500	MANHOLES 5 FOOT DIA	EACH	1		
HE602600	MANHOLES 6 FOOT DIA	EACH	1		
HE603000	MANHOLES TO BE ADJ	EACH	182		
HE603500	MANHOLES TO BE RECONST	EACH	1		
HE603100	MANHOLES TO BE ADJ SPL	EACH	6		
60402210	GRATES TYPE 8	EACH	2		
HE604007	F&G DEPRESSED GRATE	EACH	6		
60406000	F&L TYPE 1 OPEN LID	EACH	1		
HE604060	F&L STORM TY 1 CL LID SPL	EACH	6		
HE604061	F&L SAN TY 1 CL LID SPL	EACH	23		
HE604062	F&L WATER TY 1 CL LID SPL	EACH	1		
HE604300	F&G M3.12 CURB	EACH	53		
HE604605	F&G B6.12 CURB	EACH	13		
HE604606	F&G SPL B6.12 CURB	EACH	4		
60500040	REMOVING MANHOLES	EACH	20		
60500060	REMOVING INLETS	EACH	15		
HE606100	COMB CONC C&G M3.12 SPL	FOOT	13,106		
HE606200	COMB CONC C&G B6.12 SPL	FOOT	2,925		
HE606300	COMB CONC C&G R&R SPL	FOOT	8,494		
HE606900	CONCRETE FRONT FILL SPL	FOOT	100		
HE701014	TCP	LS	1		
70300100	SHORT TERM PAV'T MARK	FOOT	1,382		
70300150	SH TERM PAV'T MARK REM	SQ FT	460		
HE720010	REMOVE & RESET SIGN	EACH	1		
78009000	MOD UR PAV'T MARK L&S	SQ FT	358		
78009004	MOD UR PAV'T MARK LINE 4"	FOOT	1,761		
78009006	MOD UR PAV'T MARK LINE 6"	FOOT	4,154		
78009012	MOD UR PAV'T MK LINE 12"	FOOT	158		
78009024	MOD UR PAV'T MK LINE 24"	FOOT	755		
HE900000	MAINT LETTERS OF CREDIT	LS	1		
				Bidder's Total Proposal	

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Illinois Department of Transportation

Local Public Agency
Proposal Bid Bond

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	21-00108-00-RS

WE, _____ as PRINCIPAL, and

_____ as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ (Day) of _____ (Month and Year)

Principal

Company Name		Company Name	
Signature	Date	Signature	Date
By:		By:	
Title		Title	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety	Signature of Attorney-in-Fact	Date
	By:	

STATE OF IL

COUNTY OF

I _____ , a Notary Public in and for said county do hereby certify that

_____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ (Day) day of _____ (Month and Year) .

Notary Public Signature

(SEAL)

Date commission expires _____

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	21-00108-00-RS

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Company/Bidder Name

Signature

Date

Title

Illinois Department of Transportation

Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Hoffman Estates	Cook	Various	21-00108-00-RS

All contractors are required to complete the following certification

☐ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder

Signature

Date

Title

Address

City

State

Zip Code

Illinois Department of Transportation

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Hoffman Estates	Cook	Various	21-00108-00-RS

I, _____ of _____ , _____ ,
Name of Affiant | City of Affiant | State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the _____ of _____ .
Officer or Position | Bidder

2. That I have personal knowledge of the facts herein stated.

3. That, if selected under the proposal described above, _____ , will maintain a business office in the
Bidder

State of Illinois, which will be located in _____ County, Illinois.
County

4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.

5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature | Date

Print Name of Affiant

Notary Public

State of IL

County _____

Signed (or subscribed or attested) before me on _____ by
(date)

_____ , authorized agent(s) of
(name/s of person/s)

_____ .
Bidder

Signature of Notary Public

(SEAL)

My commission expires _____

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 03/01/21

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
					Total Value of All Work	

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the “Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____ , _____

_____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

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 4-1-16) (Revised 1-1-21)

SUPPLEMENTAL SPECIFICATIONS

Illinois Department of Transportation

Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	21-00108-00-RS

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

Check Sheet #			Page No.
1	☐	Additional State Requirements for Federal-Aid Construction Contracts	97
2	☐	Subletting of Contracts (Federal-Aid Contracts)	100
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5	☐	Required Provisions - State Contracts	116
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7	☐	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	123
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18	☐	Bicycle Racks	145
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23	☐	Calcium Chloride Accelerator for Portland Cement Concrete	152
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27		**Reserved**	179
28	☐	Preventive Maintenance - Bituminous Surface Treatment (A-1)	180
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30		**Reserved**	187
31		**Reserved**	188
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35	☐	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	197
36	☐	Longitudinal Joint and Crack Patching	200
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Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	21-00108-00-RS

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

Check Sheet #			Page No.
LRS 1		**Reserved**	204
LRS 2	☐	Furnished Excavation	205
LRS 3	☒	Work Zone Traffic Control Surveillance	206
LRS 4	☒	Flaggers in Work Zones	207
LRS 5	☒	Contract Claims	208
LRS 6	☒	Bidding Requirements and Conditions for Contract Proposals	209
LRS 7	☐	Bidding Requirements and Conditions for Material Proposals	215
LRS 8		**Reserved**	221
LRS 9	☐	Bituminous Surface Treatments	222
LRS 10		**Reserved**	223
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LRS 16	☒	Protests on Local Lettings	233
LRS 17	☒	Substance Abuse Prevention Program	234
LRS 18	☐	Multigrade Cold Mix Asphalt	235

BDE SPECIAL PROVISIONS
For the January 15 and March 5, 2021 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

	File Name	#		Special Provision Title	Effective	Revised
	80099	1	☐	Accessible Pedestrian Signals (APS)	April 1, 2003	April 1, 2020
	80274	2	☐	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
	80192	3	☐	Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	4	■	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	☐	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	
	80241	6	☐	Bridge Demolition Debris	July 1, 2009	
	5026I	7	☐	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5048I	8	☐	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5049I	9	☐	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5053I	10	☐	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
*	80425	11	☐	Cape Seal	Jan. 1, 2020	Jan. 1, 2021
	80384	12	■	Compensable Delay Costs	June 2, 2017	April 1, 2019
	80198	13	☐	Completion Date (via calendar days)	April 1, 2008	
	80199	14	☐	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293	15	☐	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
	80311	16	☐	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80261	17	■	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80387	18	☐	Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
*	80434	19	☐	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
	80029	20	☐	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
	80402	21	■	Disposal Fees	Nov. 1, 2018	
	80378	22	☐	Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
	80421	23	☐	Electric Service Installation	Jan. 1, 2020	
	80415	24	■	Emulsified Asphalts	Aug. 1, 2019	
	80423	25	☐	Engineer's Field Office and Laboratory	Jan. 1, 2020	
	80229	26	■	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80417	27	■	Geotechnical Fabric for Pipe Underdrains and French Drains	Nov. 1, 2019	
	80420	28	☐	Geotextile Retaining Walls	Nov. 1, 2019	
*	80433	29	☐	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	
	80304	30	☐	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2020
	80422	31	☐	High Tension Cable Median Barrier	Jan. 1, 2020	Nov. 1, 2020
	80416	32	☐	Hot-Mix Asphalt – Binder and Surface Course	July 2, 2019	Nov. 1, 2019
	80398	33	☐	Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Nov. 1, 2019
*	80406	34	☐	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Jan. 1, 2019	Jan. 1, 2021
	80347	35	☐	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 2, 2019
	80383	36	☐	Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	July 2, 2019
	80411	37	☐	Luminaires, LED	April 1, 2019	
	80393	38	■	Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 1, 2019
	80045	39	☐	Material Transfer Device	June 15, 1999	Aug. 1, 2014
	80418	40	☐	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
*	80424	41	☐	Micro-Surfacing and Slurry Sealing	Jan. 1, 2020	Jan. 1, 2021
	80428	42	☐	Mobilization	April 1, 2020	
	80412	43	☐	Obstruction Warning Luminaires, LED	Aug. 1, 2019	
	80430	44	■	Portland Cement Concrete – Haul Time	July 1, 2020	
	80359	45	☐	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2019
	80431	46	☐	Portland Cement Concrete Pavement Patching	July 1, 2020	

	80432	47	■	Portland Cement Concrete Pavement Placement	July 1, 2020	
	80300	48	☐	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
	3426I	49	☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	80157	50	☐	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
*	80306	51	☐	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 1, 2021
	80407	52	■	Removal and Disposal of Regulated Substances	Jan. 1, 2019	Jan. 1, 2020
	80419	53	■	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Nov. 1, 2019	April 1, 2020
	80395	54	☐	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
	80340	55	☐	Speed Display Trailer	April 2, 2014	Jan. 1, 2017
	80127	56	☐	Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
	80408	57	☐	Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
	80413	58	☐	Structural Timber	Aug. 1, 2019	
	80397	59	☐	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	60	☐	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
*	80435	61	■	Surface Testing of Pavements – IRI	Jan. 1, 2021	
	80298	62	■	Temporary Pavement Marking	April 1, 2012	April 1, 2017
	80409	63	■	Traffic Control Devices - Cones	Jan. 1, 2019	
	80410	64	☐	Traffic Spotters	Jan. 1, 2019	
	20338	65	☐	Training Special Provisions	Oct. 15, 1975	
	80318	66	☐	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
	80429	67	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	
	80288	68	■	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
	80302	69	☐	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
	80414	70	☐	Wood Fence Sight Screen	Aug. 1, 2019	April 1, 2020
	80427	71	■	Work Zone Traffic Control Devices	Mar. 2, 2020	
	80071	72	☐	Working Days	Jan. 1, 2002	

The following special provisions are in the 2021 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	Effective	Revised
80277	Concrete Mix Design – Department Provided	Check Sheet #37	Jan. 1, 2012	April 1, 2016
80405	Elastomeric Bearings	Article 1083.01	Jan. 1, 2019	
80388	Equipment Parking and Storage	Article 701.11	Nov. 1, 2017	
80165	Moisture Cured Urethane Paint System	Article 1008.06	Nov. 1, 2006	Jan. 1, 2010
80349	Pavement Marking Blackout Tape	Articles 701.04, 701.19(f), 701.20(j) and 1095.06	Nov. 1, 2014	April 1, 2016
80371	Pavement Marking Removal	Articles 783.02-783.04, 783.06 and 1101.13	July 1, 2016	
80389	Portland Cement Concrete	Article 1020.04 Table 1 and Note 4	Nov. 1, 2017	
80403	Traffic Barrier Terminal, Type 1 Special	Articles 631.04 and 631.12	Nov. 1, 2018	

The following special provisions have been deleted from use.

File Name	Special Provision Title	Effective	Revised
80317	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	Aug. 1, 2019

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal - Case I
- Building Removal – Case II
- Building Removal - Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

SECTION NO. 21-00108-00-RS
SPECIAL PROVISIONS INDEX

SECTION NO. 21-00108-00-RS
SPECIAL PROVISIONS INDEX

SECTION NO. 21-00108-00-RS
SPECIAL PROVISIONS INDEX

VILLAGE OF HOFFMAN ESTATES
2021 STREET REVITALIZATION PROJECT

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 (hereinafter referred to as the "Standard Specifications"), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction Section No. 21-00108-00-RS, in Hoffman Estates, Cook County, and in case of conflict with any part, or parts, of said specifications, the said Special Provisions shall take precedence and shall govern.

DEFINITION

When referring to the "Department" or "State" in all IDOT Specifications and Special Provisions, the Contractor should be aware that this also means the Village of Hoffman Estates, its agents and/or representatives.

PROJECT DESCRIPTION

The improvements included in this Contract consist of furnishing all of the materials, labor and equipment required for reconstruction and resurfacing of various streets in Hoffman Estates and includes curb and gutter removal and replacement, concrete sidewalk removal and replacement, reconstruction of manhole structures, removal and replacement of storm sewer, pavement excavation, asphalt grinding, installation of stone, binder asphalt, surface asphalt, pavement markings, restoration of parkway areas, and together with all other incidental work necessary to complete this improvement according to the Plans, Standard Specifications and Special Provisions.

SCOPE OF WORK

The intent of the contract is to provide a complete outline of the work that the Contractor undertakes in full compliance with the plans and specifications. The Contractor shall perform all earthwork, construct all base and surface courses, structures, and such additional, extra, and incidental construction as may be necessary to complete the work to the finished lines, grades and cross sections in an acceptable manner. Due to budgetary constraints, the Village may increase or decrease contract quantities or remove locations of work. No compensation shall be provided to the contractor for any mobilization costs, specifically for changes to quantities.

GENERAL

The Contractor is herein notified that the Village of Hoffman Estates will require that any questions or clarifications on the contract documents must be made in writing at least three working days prior to the bid opening. No questions or clarifications received after that time will be responded to by the Village. All Contractors who picked up bid documents will receive written responses to all inquiries made by all contractors during the bid process no later than two working days prior to the bid opening.

PROJECT SUPERVISOR

The Contractor shall designate an employee as Project Supervisor. The Project Supervisor shall be required to assume the responsibility for general supervision of the Contractor and subcontractors' operations. The Project Supervisor and the Engineer shall work together to properly control and complete the work for the proposed improvements.

The Project Supervisor is responsible for distribution of the plans to the appropriate construction personnel. Failure of the appropriate construction personnel, doing the actual construction, to have a set of plans with them will be considered cause for stoppage of the construction work from proceeding.

RESIDENT NOTIFICATION

The Contractor shall be responsible for providing written notification to all residents within the project limits. Notification must be given as follows:

Three (3) days prior to work commencing, and Three (3) days prior to residents losing access to their homes.

The Village will provide the Contractor with sample notification letters. The Engineer must approve any deviations from this format.

PERMITTED HOURS OF WORK

The Hoffman Estates Municipal Code restricts all construction activity within 500 yards of a residence to the period from 7:00 a.m. to 7:00 p.m. on weekdays and 8:00 a.m. to 6:00 p.m. on weekends and all construction activity greater than 500 yards of a residence to the period from 7:00 a.m. to 10:00 p.m. on weekdays and 8:00 a.m. to 10:00 p.m. on weekends.

PROJECT SCHEDULE

Prior to commencing construction operations, the Contractor shall meet with the Engineer for the purposes of a preconstruction meeting and present, in writing, his proposed construction schedule for reconstructing and resurfacing streets in accordance with article 108.02 of the Standard Specifications. Once approved, the Contractor must adhere to the schedule so that resident notification and field markings of all items of work may proceed in advance of actual construction.

In preparing the construction schedule, the Contractor must follow the requirements given below:

A. RECONSTRUCTION

Loss of driveway access to residents must be kept to a minimum. Loss of driveway access is defined as the point and time the curb and gutter or pavement is removed, whichever is done first. All residents must be notified by the Contractor a minimum of three (3) days before access will be lost. The Contractor will then have 15 working days in which to restore access by placing the curb and gutter, sub-base granular material, HMA binder course, and driveway pavement. The contractor shall have an additional 5 working days to complete all sidewalk and topsoil backfill. Failure to complete within the allotted working days will result in liquidated damages in the amount of $2,000 per working day per location.

B. RESURFACING / STRUCTURAL OVERLAY

It is essential that the Contractor keep constant, non-interrupted progress on each street as it is resurfaced. Resurfacing can include the removal and replacement of the curb and gutter and/or the apron and any type of sewer work as shown on the plans or directed by the Engineer. **Once the Contractor has started the curb and gutter, sidewalk, driveway aprons, or pavement grinding, whichever is done first, the Contractor will then have 30 calendar days in which to complete the HMA surface course and topsoil backfill.** Residential driveway access shall be restored within 14 calendar days after loss of access. Failure to complete this work within the allotted time will result in liquidated damages in the amount of $1,425 per calendar day per street.

C. The project schedule must include the following items:

1. All work on Flagstaff Lane, with the exception of final landscaping, must be completed between June 7, 2021 and August 13, 2021.

2. Loss of access to Downey Street and Hundley Street cannot occur simultaneously and must be phased.

3. Concrete work on Kingdale Road shall be completed in two (2) separate phases; with each side of the street acting as a separate phase. These phases may NOT be worked on concurrently. Work on Phase 2 cannot begin until all driveway access has been restored in Phase 1.

4. Two-way traffic must be maintained at all times on Charlemagne Drive N, Essex Drive, Kingsdale Road, and Olmstead Drive.

D. All subgrade shall be proof rolled the same day that it is exposed. Once approved, the subgrade shall be covered with Geotechnical Fabric for Ground Stabilization and Aggregate Subgrade Improvement on the same working day. If unapproved subgrade is left overnight, the contractor shall be responsible for the cost of all undercuts that reside in the uncovered areas, as determined by the engineer.

E. Underground work can commence prior to the start of resurfacing/reconstruction, without counting towards the start of working/calendar days on affected street(s), if the following conditions are met:
    1. No loss of local access outside of working hours.
    2. Temporary HMA patching of all pavement cuts is provided if more than 3 days will elapse prior to the start of reconstruction/resurfacing work. The cost of temporary access will not be paid for separately but shall be considered included in the underground pay items.

    If these conditions are not met, working/calendar days will be charged starting from the first day of underground construction.

F. The Contractor cannot leave an exposed centerline joint on the surface course overnight.

G. It is essential that constant, non-interrupted progress occur on each street as it is reconstructed.

H. Emergency vehicle access must be maintained at all times. Failure to comply will result in liquidated damages in the amount of $1,425 per calendar day.

I. The contractor must wait until the next calendar day to place the next course of asphalt, excluding leveling binder.

ITEMS INCLUDED IN THE COST OF OTHER ITEMS

The Contractor's attention is called to several specific work items as noted on the Contract Plans and Special Provisions and in addition to the lists in the Standard Specifications. Listed below is a listing of these items for general information only. The list is not intended to be all-inclusive and, therefore, the Contractor is responsible to perform all work according to the Plans, Special Provisions and the Standard Specifications.

- The contractor shall maintain all drainage facilities during construction and shall repair any drainage facilities damaged during construction. Cost of this work shall be included in the cost of applicable pay items.

- Inlet filters shall be placed in all drainage structures within and/or adjacent to project limits before the start of any work at that location. Inlet filters shall remain in place and be kept free from debris to the satisfaction of the engineer until final restoration is complete. This work shall be paid for as INLET FILTERS.

- Whenever, during construction operations, any loose material is deposited in the flow line of drainage structures, ditches, gutters, etc. such that the natural flow of water is obstructed, the loose material will be removed at the close of each working day. At the conclusion of construction operations, all drainage structures and flow lines shall be free from dirt and debris. This work shall be considered included in the cost of INLET FILTERS.

- Concrete curing materials shall be applied to all new concrete gutter flags, faces and tops of curbs, sidewalks, and driveway pavements in accordance with the requirements of Section 1022 of the Standard Specifications. The protective coat shall be a clear curing compound of similar specifications to W.R. Meadows Seal Tight 1130 clear, Chemmasters Safe-Cure Clear, or Dayton Superior Day-Chem Rez Cure (J-11-W). The contractor shall abide by the Manufacturer's specifications in the preparation and application of the membrane curing compound. This work will not be paid for separately but shall be included in the cost of the applicable pay items.

- Concrete washout shall be provided for all work locations at a location approved by the Engineer. The concrete washout shall follow plan details or approved equivalent. This work will not be paid for separately but shall be included in the cost of the applicable pay items.

- Saw cutting shall be performed at locations designated on the plans, or as directed by the engineer, and shall be considered included in the cost of applicable pay items. Cleaning and removal of any and all saw cut debris shall also be included.

- Pavement shall be saw cut 6" from the edge of the curb at all locations with Curb and Gutter Removal & Replacement, Special. This area shall be front-filled with Class SI Concrete. Cost of this work shall not be paid for separately but shall be included in the cost of applicable pay items.

- The contractor shall follow the butt joint detail shown in the plans at all project limits except that the cost of the butt joint removal shall not be paid for separately and shall be included in the cost of the contract.

- Temporary HMA ramps shall be provided and maintained in the roadway at all sidewalk ramp locations upon completion of sidewalk work, prior to completion of pavement surface course. The removal and maintenance of the ramps shall not be paid for separately but shall be included in the cost of the contract.

- Temporary ramps shall be provided at all intersections during construction and paid as AGGREGATE FOR TEMPORARY ACCESS.

- Temporary ramps shall be provided for all driveways on Structural Overlay streets upon removal of pavement. The cost of the temporary ramps shall not be paid for separately but shall be included in the cost of applicable pay items.

- The contractor shall be required to move, secure, and store any decorative rocks, paver bricks, sprinkler heads, or landscape items that interfere with construction. Upon completion of the construction, the contractor shall move these items back to their original location and in their original condition. Damaged items must be replaced in-kind. Sprinkler irrigation lines may be repaired with sleeves. Additional restoration may be required to ensure positive drainage for impacted brick paver driveways, aprons, or walkways adjacent to work. This work will be considered included in the cost of the associated pay item that interfered with these features.

- It is the responsibility of the contractor to protect all pavement openings, open holes, equipment, and rubble. Open holes shall not be allowed during non-working hours. All open holes shall be backfilled or covered with steel plates at the end of each working day. The contractor shall maintain high visibility of all temporary hazards to pedestrians and motorists. This work will be considered included in the cost of the associated removal pay items.

- The contractor shall use all necessary precautions and protection measures required to maintain existing utilities, sewers, and appurtenances that must be kept in operation. In particular, the contractor will take adequate measures to prevent the undermining of utilities and sewers which are still in service. It shall be the contractor's responsibility to protect excavation trenches during the installation of storm sewer to include any shoring or dewatering equipment necessary. This work shall be considered included in the cost of the associated storm sewer pay items.

• The locations of public or private utilities shown on the plans are approximate and the village does not guarantee their accuracy. The contractor shall have the respective utility company field locate all their facilities prior to beginning construction. The contractor shall cooperate with all utility owners in accordance with Standard Specifications, if utility relocation, adjustment, or protection is necessary. The Village of Hoffman Estates cannot be held responsible and charged by the contractor for any time delays. The contractor shall also verify the depths of the existing utilities if necessary to verify that grade conflicts will not occur with any proposed construction. Any relocation or lowering of utilities shall be coordinated by the contractor. The cost of this exploration shall be included in the cost of associated pay items.

• Protecting open holes, pavement opening, equipment and rubble shall be included in the cost of CLASS D PATCHES of the type and depth.

• Only precast concrete adjustment rings, maximum of 2 rings 12" in height, will be allowed in the adjustment or reconstruction of catch basin, manhole, inlet, and valve vault structures. Common bricks will not be allowed. The rings shall be included in the cost of the adjustment item.

• Curbside mailboxes and posts are located on Beacon Court, Charlemagne Drive N, Crab Orchard Drive, Dovington Drive W, Downey Street, Essex Drive, Hundley Street, Hunters Ridge W, Kelley Drive, Kingsdale Road, Kingston Drive, Lincolnshire Lane, and Mallard Lane. Any damaged mailbox and/or post shall be repaired/replaced according to the mailbox detail at the contractor's expense. All streets that require full curb & gutter removal shall have cluster boxes placed at project limits at locations determined by the engineer. Cost of this work will not be paid for separately but shall be included in the cost of the contract.

• The contractor shall provide portable toilets at all active project locations. Cost of this work will not be paid for separately but shall be included in the cost of the contract.

APPLICATION FOR PAYMENT

A written application for payment for work completed shall be submitted to the Village by the Contractor not more than once monthly on a date specified by the Village. The Contractor must submit Partial Waivers of Lien from all subcontractors and suppliers for all materials and labor involved, in the amount of the sum total of the application for payment. When the request for final payment is made, Final Waivers of Lien shall be supplied by the Contractor, subcontractors and all firms which supplied materials or services under this Contract, agreeing that said Contract has been performed, constructed, finished and delivered to the Village free from all claims, liens or charges in the nature of mechanics' liens either in favor of the Contractor or any party, firm or corporation entitled to such lien. The Contractor shall furnish an affidavit stating that all Waivers submitted are the total amount of Waivers required to be submitted. No applications for payment shall be submitted by the Engineer to the Village unless the required Waivers are supplied.

Waivers must be furnished by the Contractor to the Engineer at least five days prior to the application for payment submittal date. All contractors and subcontractors shall comply with all applicable state and federal laws including, but not limited to, the Illinois Prevailing Wage Act. Certified Payroll is required from the Contractor and from all subcontractors before payment is released. Failure of the Contractor to submit correct Waivers of Lien at the required time may cause a delay in payment. The issuance of payments for work performed shall in no way lessen the responsibilities of the Contractor.

RETAINAGE

Retainage will be held in the amount of ten percent (10%) of the completed work for the first 50 percent of the contract. After 50 percent or more of the work is completed, retainage will be held in the amount of 5 percent. After 75 percent or more of the work is completed, retainage will be held at 5 percent or lower, at the discretion of the Engineer. Retainage will be withheld until all work and punch list deficiencies are completed to the satisfaction of the Engineer.

ACCIDENT REPORTING

All accidents occurring on the job which damage public or private property, or result in injuries to worker or other persons, shall be promptly reported to the Senior Project Manager and Police Department. Accidents involving utilities shall also be reported to the appropriate utility. This applies to all accidents, including, but not limited to, traffic accidents, broken pipelines, power and telephone facilities, and damage to adjacent properties.

PROJECT SIGNS

This item shall consist of installing, maintaining and removing project signs supplied by the Village. Signs shall be placed on each street a minimum of three days prior to any construction and remain until notified to remove them by the Engineer. Signs shall be located at each end of a street as it is being reconstructed or resurfaced. This item shall be considered incidental to this contract and shall include all costs for installing, maintaining, and removing the project signs. The signs shall be returned to the Village of Hoffman Estates during nonuse or after completion of the project.

GENERAL CONTRACTOR OR SUBCONTRACTOR HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the Municipality, its agents, and its employees from and against all claims for personal injury or property damage, including claims against the Village, its agents, or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorney's fees that may be incurred by the Village, defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent

act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder. In any and all claims against the Village or any of its agents, or servants by an employee of a Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor or subcontractor under Workers' Compensation Acts, Disability Acts, or their Employee Benefit Acts.

MATERIAL INSPECTION

All Hot-Mix Asphalt and P.C. Concrete materials used on this project shall be tested and inspected for compliance with the requirements of the IDOT Standard Specifications and the Project Procedure Guide.

The Contractor shall contact the Engineer and Village's testing consultant 48-hours in advance of construction for inspection of all Hot-Mix Asphalt and PCC materials used on this project.
The Contractor is to submit a Q/C plan for HMA and PCC materials to the Q/A Manager for approval prior to construction operations commencing.

All Q/C reports shall be sent to the Village's Q/A Manager as well as to the Engineer.

STATUS OF UTILITIES (D-1)
Effective: June 1, 2016

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information in regard to 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.

UTILTIES 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 in the action column; 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.

STAGE/ LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
Carthage Lane: Crossing at STA 8+20	Natural Gas	The Contractor is alerted there is a natural gas line crossing perpendicular to the roadway near this location	Nicor	Relocation design complete, work being scheduled.
Carthage Lane: STA 12+50 to STA 14+20	Natural Gas	The Contractor is alerted there is a natural gas line parallel to the roadway and offset 25' west of the centerline near this location	Nicor	Relocation design complete, work being scheduled.
Flagstaff Lane: STA 3+43	Natural Gas	The Contractor is alerted there is a natural gas line parallel to the roadway and offset 17' north of the centerline near this location	Nicor	Relocation design complete, work being scheduled.
Flagstaff Lane: STA 10+00	Natural Gas	The Contractor is alerted there is a natural gas line crossing perpendicular to the roadway near this location	Nicor	Relocation design complete, work being scheduled.

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 owners part can be secured.

STAGE/ LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
Alpine Lane: Crossing at STA 0+50	Communication	The Contractor is alerted that there is a communication line crossing perpendicular to the roadway near this location	AT&T	Further investigation ongoing
Alpine Lane: Crossing at STA 11+85	Natural Gas	The Contractor is alerted there are natural gas lines crossing perpendicular to the roadway near these locations	Nicor	No conflict anticipated, proceed with caution
Crab Orchard Drive: Crossings at STA 0+30 – 0+33	Communication, Electric, Natural Gas	The Contractor is alerted that there are multiple line crossings perpendicular to the roadway near this location	AT&T, ComEd, Nicor	No conflict anticipated, proceed with caution

Crab Orchard Drive: Crossing at STA 5+85	Communication	The Contractor is alerted that there is a communication line crossing perpendicular to the roadway near this location	AT&T	Further investigation ongoing
Carthage Lane: Crossing at STA 12+85	Communication	The Contractor is alerted there are overhead communication lines crossing perpendicular to the roadway near this location	AT&T, Comcast	No conflict anticipated, proceed with caution
Devonshire Lane: Crossing at STA 6+15	Communication	The Contractor is alerted there are overhead communication lines crossing perpendicular to the roadway near this location	AT&T, Comcast	No conflict anticipated, proceed with caution
Devonshire Lane: Crossing at STA 7+00	Communication	The Contractor is alerted that there is a communication line crossing perpendicular to the roadway near this location	AT&T	Further investigation ongoing

Flagstaff Lane: Crossing at STA 3+80, 6+90, 10+00	Natural Gas	The Contractor is alerted there are natural gas lines crossing perpendicular to the roadway near these locations	Nicor	No conflict anticipated, proceed with caution
Flagstaff Lane: STA 1+85 to 2+00	Communication	The Contractor is alerted there is an overhead communication line crossing diagonnally to the roadway near this location	Comcast	No conflict anticipated, proceed with caution
Flagstaff Lane: Crossing at STA 7+35 and STA 8+60	Communication	The Contractor is alerted there are communication lines crossing perpendicular to the roadway near these locations	AT&T	No conflict anticipated, proceed with caution
Flagstaff Lane: Crossing at STA 8+65	Communication	The Contractor is alerted there is an overhead communication line crossing perpendicular to the roadway near this location	Comcast	No conflict anticipated, proceed with caution

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

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

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

MAINTENANCE OF ROADWAYS
Effective: September 30, 1985
Revised: November 1, 1996

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

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

TRAFFIC CONTROL PLAN

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

Special attention is called to Article 107.09 of the Standard Specifications and the following IDOT Highway Standards, Details, and Special Provisions contained herein, relating to traffic control.

STANDARDS: 701006-05, 701301-04, 701311-03, 701501-06, 701607-09, 701701-10, 701801-06, 701901-08, 780001-05

DETAILS:

Traffic Control and Protection for Side Roads, Intersections, and Driveways (TC-10)
District One Typical Pavement Markings (TC-13)

SPECIAL PROVISIONS:

Maintenance of Roadways
Traffic Control and Protection
Public Convenience and Safety (District 1)
Work Zone Traffic Control Surveillance (LRS 3)
Flaggers in Work Zones (LRS 4)

The contractor shall notify the Engineer at least 72 hours in advance of any change in traffic staging.

BASIS OF PAYMENT: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION.

TREE ROOT PRUNING

This work shall consist of root pruning of trees as designated on the plans or as directed in the field by the Engineer. This work shall be done in accordance with Section 201 of the Standard Specifications and as modified herein, and shall be performed prior to any pavement removal on a street.

Root-pruning cuts shall be made parallel to the curb along the street and/or sidewalk and four (4) feet beyond the tree's drip line on each end. All root-pruning cuts shall be made to a depth of eighteen (18) to twenty-four (24) inches. Root pruning shall be placed between twenty-four (24) and thirty (30) inches behind the back of curb or adjacent to the sidewalk.

All root-pruning cuts shall be completely backfilled immediately as part of this pay item. If any root pruning cuts are not completely backfilled immediately, the root pruning cuts in question will not be measured for payment.

This work shall be paid for at the Contract Unit Price per each for TREE ROOT PRUNING, which price shall include all labor, equipment, and incidentals necessary to complete the work as described above.

EROSION CONTROL BLANKET WITH SEED, SPECIAL

This work shall be done in accordance with Section 250 and 251.04 of the Standard Specifications, Special Provision for SODDING, SPECIAL, and as modified herein.

Seeding shall be Class 1 Lawn Mixture. This item will be used at locations as directed by the Engineer.

It shall be the responsibility of the Contractor to guarantee uniform growth of the seeded areas. Any areas not deemed to have acceptable growth by the Engineer shall be reseeded, at no additional cost, regardless of the original planting time.

The limits of EROSION CONTROL BLANKET WITH SEED, SPECIAL shall be determined by the Engineer in the field. Any restoration required outside this limit shall be done at the Contractor's expense.

This work shall be paid for at the Contract Unit Price per square yard for EROSION CONTROL BLANKET WITH SEED, SPECIAL which price shall include all labor, equipment, materials and incidentals required to complete the work described above.

SODDING, SPECIAL

This work shall consist of removal of existing grass, preparing the ground surface, placing six (6) inches of topsoil**,** starter fertilizer, and placement of sod, and watering where designated in the plans or as directed in the field by the Engineer. All work shall be in accordance with the applicable portions of Sections 211, 212, and 252 of the Standard Specifications.

Any backfill material in the right-of-way must be compactable and shall be approved by the Engineer prior to its use.

All areas shall be backfilled and topsoil shall be placed and fine graded within 10 calendar days but not before 3 calendar days of the completion of the curb and gutter, driveway, and sidewalk. Liquidated Damages of $1,425 per day will be assessed if the backfilling of the parkway or private property is not completed within the above stated time frame. Before the placement of sod in these areas, weeds shall be cut down and removed, and the topsoil shall be additionally fine graded as needed. The maintenance of weeds until final acceptance of sod, to the satisfaction of the engineer,

shall be the responsibility of the contractor. Any additional topsoil that may be required prior to sod placement shall also be the responsibility of the contractor. No additional payment will be allowed for this work.

Undisturbed areas that are required to be graded and sodded shall not be graded or prepped for sod until sod installation can be completed within 14 calendar days, unless otherwise noted by the Engineer.

The Contractor must make sure the topsoil is properly compacted. Any settlement of the sod/seed due to improper placement of the topsoil must be corrected to the satisfaction of the Engineer. Settlement and sod condition will be monitored for up to two (2) years from the completion of the project.

Watering shall be done to ensure the life of the new sod or as directed by the Engineer, in accordance with Article 252.08 and 252.09 of the Standard Specifications except that supplemental watering shall not be measured for payment but shall be included in this item. The Contractor is responsible for the condition of the sod during the construction period of the project until accepted by the Village. The sod will be considered accepted by the Village when the sod is alive, in healthy condition, knitted to the topsoil, and in an acceptable overall condition to the satisfaction of the Engineer.

The limits of SODDING, SPECIAL shall be determined by the Engineer in the field. Any restoration required outside this limit shall be done at the Contractor's expense.

This work shall be paid for at the Contract Unit Price per square yard for SODDING, SPECIAL which price shall include all labor, trimming, shaping, compacting, rolling, equipment, materials, topsoil, backfill materials, fertilizer, sod guarantee and incidentals necessary to complete these items as described above.

HOT-MIX ASPHALT DRIVEWAY PAVEMENT

Hot-mix asphalt driveways shall be constructed in accordance with the applicable portions of Section 406 of the Standard Specifications and the details shown in the plans.

All soft and yielding spots or other unsuitable material in the subgrade shall be removed and replaced with suitable material and the sub grade shall be tamped or rolled until thoroughly compacted, as directed by the Engineer. Any necessary excavation of the subgrade shall meet the requirements of and shall be paid for separately as REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS. Backfill material required shall meet the requirements of and shall be paid for separately as AGGREGATE SUBGRADE IMPROVEMENT.

The saw cutting on the existing bituminous apron shall not be paid for separately, but shall be considered incidental to this pay item.

HMA driveway pavement construction shall consist of 3-inch or 5-inch depth of HMA Surface placed on approved subgrade. HMA materials shall be in accordance with the HMA mixture chart in the Plans.

This work will be paid for at the Contract Unit Price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3" or HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5" which price shall include all labor, equipment, materials, clean up, disposal of material, and incidentals required to complete the work described.

PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT

This work shall be done in accordance with Section 423 of the Standard Specifications and as modified herein at locations shown on the Plans or designated by the Engineer in the field.

Any necessary excavation required to bring the sub grade to proper elevation shall be considered incidental to this pay item.

All soft and yielding spots or other unsuitable material in the sub grade shall be removed and replaced with suitable material and the sub grade shall be tamped or rolled until thoroughly compacted, as directed by the Engineer. The undercut shall meet the requirements of and shall be paid for separately as REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL. Backfill material required shall meet the requirements of and shall be paid for separately as AGGREGATE SUBGRADE IMPROVEMENT.

Driveway pavement construction shall consist of 6-inch or 8-inch thick Portland Cement Concrete with synthetic fibers along with 4 inches of compacted CA-6, crushed stone base placed on approved sub grade. The stone shall meet the requirements of AGGREGATE SUBGRADE IMPROVEMENT. The saw cutting on the existing concrete aprons shall not be paid for separately, but shall be considered incidental to the contract.

Furnishing, placing, and compacting the stone base shall be considered incidental to this pay item. The Contractor may incorporate material used under the pay item AGGREGATE FOR TEMPORARY ACCESS in the construction of the driveway stone base. Any additional aggregate needed to bring the base to the proper depth shall be considered incidental to this pay item.

All formwork must be approved by the Engineer prior to completing work. All concrete forms shall be sized properly to cover the entirety of the slab thickness.

The Contractor shall be available to do private concrete work in the right-of-way. This would consist of the remaining portion of the apron or sidewalk.

This work shall be paid for at the Contract Unit Price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH or PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH, which price shall include all labor, equipment, materials and incidentals to complete the work described above.

PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH

This work shall consist of constructing a Portland Cement Concrete Sidewalk on a prepared sub grade in accordance with Section 424 of the Standard Specifications at locations shown on the plans or designated by the Engineer in the field.

Any necessary excavation required to bring the sub grade to proper elevation shall NOT be paid for separately and shall be considered included in the cost of this pay item.

All soft and yielding spots or other unsuitable material in the sub grade shall be removed and replaced with suitable material and the sub grade shall be tamped or rolled until thoroughly compacted, as directed by the Engineer. Any necessary excavation of the sub grade shall meet the requirements of and shall be paid for separately as REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS. Backfill material required shall meet the requirements of and shall be paid for separately as AGGREGATE SUBGRADE IMPROVEMENT.

Sidewalk construction shall consist of 5 inch thick Portland Cement Concrete with 4 inches of compacted CA-6, crushed stone placed on approved sub grade. The stone shall meet the requirements of AGGREGATE SUBGRADE IMPROVEMENT, and shall be considered included in the cost of this pay item. Concrete sidewalks marked for replacement within driveway areas shall be installed 6 inches thick. The saw cutting on the existing concrete sidewalks shall not be paid for separately, but shall be considered included in the cost of this pay item.

All formwork must be approved by the Engineer prior to completing work. All concrete forms shall be sized properly to cover the entirety of the slab thickness. Also, the formwork must be installed in a manner to allow for the Engineer to properly determine sidewalk cross slope.

At all sidewalk ramps for the handicapped, work shall be completed in accordance with Project Details and Standards 424001, 424016, 424021, and 424026.

This work shall be paid for at the Contract Unit Price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH which price shall include all labor, equipment, materials and incidentals necessary to complete this item described above.

DETECTABLE WARNINGS, CAST IRON, SPL

Work under this item shall consist of installing cast iron detectable warning tiles as shown on the plans. Work shall be performed according to Section 424 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, except as herein modified.
Detectable warning tiles shall be cast iron, of uniform quality, and free of surface defects. The detectable warnings shall meet requirements of ASTM A 48 Class 30 or better.

The dome size and spacing of the cast iron detectable warnings shall meet all requirements of sections R305.1.1 and R305.1.2 of PROWAG.

The color of the detectable warning tiles is to be approved by the Engineer unless otherwise specified in the plans and comply with the requirements of section R305.1.3 of PROWAG.

If a concrete border is required for installation of the cast iron detectable warnings, it shall comply with section R305.2 of PROWAG.

The contractor shall verify all dimensions with the product manufacturer. If using radial units, the contractor shall verify that the radius of the detectable warnings supplied by the manufacturer matches that of the curb radius.

The contractor shall ensure that the supplied detectable warnings allow placement of the rows of domes that are aligned parallel with the path of travel. Where detectable warnings are radial, dome orientation is not significant.

The contractor shall ensure a maximum vertical transition of ¼" between the edge of the detectable warnings and adjacent concrete.

This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS, CAST IRON, SPL.

PAVEMENT REMOVAL, SPECIAL

This work shall be performed in accordance with applicable parties of Sections 301 and 440 of the Standard Specifications, and as modified herein.

The specified work shall include all pavement removal and disposal, excavation, grading, shaping, trimming, rolling, and compacting of the existing aggregate base required to attain the specified plan elevation.

Temporary ramps shall be provided in the roadway at all driveways upon completion of pavement removal, and shall be maintained until the day of binder course placement. The placement, maintenance, and removal of the ramps shall not be paid for separately but shall be considered included in the cost of this pay item.

Once the Contractor has compacted the existing aggregate, of the designated area, the Engineer will instruct the Contractor to complete a proof roll with a fully-loaded semi that will be furnished by the Contractor.

The undercut areas shall be paid for at the Contract Unit Price per Cubic Yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL. The new granular material to be used in the undercut areas shall be placed and paid for in accordance with the AGGREGATE SUBGRADE IMPROVEMENT Special Provisions, as directed by the Engineer.

This work shall be paid for at the Contract Unit Price per square yard for PAVEMENT REMOVAL, SPECIAL which price shall include all labor, equipment, materials and incidentals necessary to complete this item described above.

VARIABLE DEPTH GRINDING (0 INCH TO 3 INCH)

This work shall be performed in accordance with applicable portions of Section 440 of the Standard Specifications.

The street is to be milled in order to allow the proposed bituminous overlay to meet the existing edge of pavement features (curb & gutter or landscaping). As directed by the Engineer, streets may be profiled by variable depth grinding to remove rutting and provide a level surface for the proposed overlay. If additional surface is damaged or removed beyond the limit as specified by the Engineer, the surface asphalt removed or damaged shall be restored or repaired at the Contractor's expense. The contractor shall follow the butt joint detail in the specifications. This shall be considered incidental to this pay item.

This work shall be paid for at the Contract Unit Price per square yard for VARIABLE DEPTH GRINDING (0 INCH TO 3 INCH), which price shall include all labor, equipment, materials, clean up, disposal of material, and incidentals required to complete the work described above.

CLASS D PATCH, SPECIAL

This work consists of removal and replacement of the existing pavement in accordance with the applicable portions of Section 442 of the Standard Specifications and as modified herein.

An estimated quantity is included in these specifications; the Engineer in the field will determine actual limits of removal and replacement.

The Contractor shall saw cut a clean joint between the portion of pavement to be removed and that to be left in place. This is to prevent damage to the remaining surface when the pavement is broken out and the saw cutting shall be considered incidental to this pay item. The patching shall consist of removal and disposal of all pavement materials including, but not limited to, hot-mix asphalt, sub-base, and stone, to the specified depth. The area to be patched shall then be leveled and compacted. The patch shall be completed using the appropriate mix type as referenced on the Hot-Mix Asphalt Mixture Requirement chart.

This work shall be paid for at the Contract Unit Price per square yard for CLASS D PATCH, SPECIAL, (4 INCH, 6 INCH, or 8 INCH) which price shall include all labor, equipment, materials and incidentals required to complete the work described above.

CONCRETE COLLAR, SPECIAL

This work shall be performed in accordance with the applicable portions of Section 542 of the Standard Specifications and as modified herein.

Non-shear couplings shall be considered an acceptable alternative to a cast-in-place concrete collar.

All materials, labor, and equipment necessary to constructing a cast-in-place concrete collar shall be considered included in the price of this item. This work shall be paid for at the Contract Unit Price per each for CONCRETE COLLAR, SPECIAL.

STORM SEWERS RUBBER GASKET, CLASS A, TYPE 1

This item consists of furnishing and installing storm sewer with rubber gaskets in accordance with the applicable portions of Section 550 of the Standard Specifications.

All backfill material shall conform to trench cross-section details in the plans. For pipe sizes less than 36 inches in diameter, trench backfill shall be considered incidental and included in the cost of this item. For pipe sizes 36 inches in diameter or larger, trench backfill shall be paid for at the Contract Unit Price per Cubic Yard for TRENCH BACKFILL.

This work shall be paid for at the Contract Unit Price per foot for STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1, (12 INCH TO 36 INCH) which price shall include all labor, materials, equipment, trench backfill, and incidentals necessary to complete the work as described above.

STORM SEWERS, DUCTILE IRON

This work shall consist of constructing ductile iron pipe storm sewers in trench, of the diameter specified, at locations shown on the plans or as directed by the Engineer. The work shall be performed in accordance with Section 550 of the Standard Specifications except as modified herein.

Materials shall be according to the following. Ductile Iron Pipe shall conform to ANSI A 21.51 (AWWA C151), class 52 per ANSI 21.50 (AWWA C150), cement lined with bituminous coating per ANSI A 21.4 (AWWA C104) with rubber ring (slip seal or push on) joints per ANSI 21.11 (AWWA C111 and C600). Bell-less pipe may be utilized.

All backfill material shall conform to trench cross-section details in the plans and shall be considered included in the cost of this item.

The work will be paid at the contract unit price per foot for STORM SEWERS, DUCTILE IRON, 12 INCH which price shall include all labor, equipment, materials and incidentals to complete the work described above

STORM SEWER ADJACENT TO OR CROSSING WATER MAIN

This work consists of constructing storm sewer adjacent to or crossing a water main, at the locations shown on the plans. The material and installation requirements shall be according to the latest edition of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, and the applicable portions of Section 550 of the Standard Specifications; which may include concrete collars and encasing pipe with seals if required.

Pipe materials shall meet the requirements of Sections 40 and 41-2.01 of the “Standard Specifications for Water and Sewer Main Construction in Illinois”. Ductile-Iron pipe shall meet the minimum requirements for Thickness Class 50.

Encasing of standard type storm sewer, according to the details for "Water and Sewer Separation Requirements (Vertical Separation)" in the "STANDARD DRAWINGS" Division of the "Standard Specifications for Water and Sewer Main Construction in Illinois", may be used for storm sewers crossing water mains.

This work will be paid according to Article 550.10 of the Standard Specifications, except the pay item shall be STORM SEWER (WATER MAIN REQUIREMENTS), of the diameter specified.

STORM SEWERS, SOLID PVC PIPE

This work shall consist of furnishing and installing PVC pipe storm sewers in trench, of the diameter specified, at locations shown on the plans or as directed by the Engineer. The work shall be performed in accordance with Section 550 of the Standard Specifications except as modified herein.

The pipe material shall meet the requirements of ASTM D-3034 SDR 26, push-type joint. The pipe joints shall conform to ASTM D-3212 and F-477 for PVC pipe.

All backfill material shall conform to trench cross-section details in the plans and shall be considered included in the cost of this pay item.

The work will be paid at the contract unit price per foot for STORM SEWERS, SOLID PVC PIPE, (4 INCH, 6 INCH, 8 INCH or 10 INCH) which price shall include all labor, equipment, materials and incidentals to complete the work described above

DIRECT CONNECTION TO STORM SEWER, SPECIAL

This work shall include all items of work and materials necessary for the installation of a KOR-N-TEE sewer connector as directed by the Engineer in the field. The storm sewer connection shall follow the detail in the Plans.

This work shall be paid for at the Contract Unit Price per each for DIRECT CONNECTION TO STORM SEWER, SPECIAL which price shall include all labor, equipment, materials and incidentals required to complete the work described above.

STORM SEWER REMOVAL

This item shall be in accordance with Section 551 of the Standard Specifications and as modified herein.

This work shall consist of the removal and off-site disposal of storm sewer as indicated on the Plans or otherwise directed by the Engineer. Any necessary excavation required to remove the storm sewer shall be considered incidental. At locations where new storm sewer is not being installed, trench backfill shall be considered incidental. All backfill material shall conform to trench cross-section details in the plans.

This work will be paid for at the Contract Unit Price per foot for STORM SEWER REMOVAL, (8" TO 48") which price shall include all labor, materials, equipment and incidentals as necessary to complete the work as directed above.

WATER MAIN ADJUSTMENT

This work shall consist of the lowering of the existing water main; including all pipe fittings, MEG-A-LUG retainer glands, joint materials, concrete thrust blocks, class 52 ductile iron pipe, stainless steel fasteners (bolts: grade 304, nuts and waters: grade 300), disinfecting of the water main, field pressure testing and excavation, connection to the existing water main, and removal and disposal of the abandoned portion of the water main as shown in the plan details. This work shall be in accordance with Section 561 of the Standard Specifications.

The pipe shall be ductile iron pipe conforming to ANSI A21.51 or AWWA C151 with a minimum thickness of Class 52. The pipe shall have a minimum laying length of 18 feet. Pipe joints shall be push-on joints or mechanical joints conforming to AWWA C-111 (ANSI 21.11). The ductile iron pipe shall be cement-mortar lined in accordance with AWWA C-104 (ANSI A21.4).

The ductile iron fittings shall conform to AWWA C-110 (ANSI 21.10). The fittings shall be cement-mortar lined in accordance with AWWA C-104 (ANSI 21.4). All hardware used shall be stainless steel.

The steel casing pipe shall be in accordance with the detail in the plans. The pipe shall conform to ASTM 139. The casing pipe shall be Grade 8 with 3/8 inch minimum wall thickness, welded joints, and factory applied bituminous coating. The cradle shall be Powerseal Casing Chock, Model 4810 by Powerseal Pipeline Products Corporation, Cascade Casing Spacer, or approved equivalent. A concrete bulkhead shall be provided at each end of the casing pipe.

The water main shall be chlorinated manually prior to connection to the existing main. Following coordination with the Village, the existing main shall then be shut down and completely drained.

The connection will be completed with the installation of the 45-degree bend between the proposed and existing mains. This connection shall be completed as efficiently as possible.

The water main will be pressure tested overnight under normal operating pressure with the water main exposed. Upon satisfactory test results, the water main trench shall be backfilled in accordance with Section 550.07 of the Standard Specifications.

The existing water main shall then be removed and disposed of offsite, as directed by the Village.

This work shall be paid for at the Contract Unit Price per foot for WATER MAIN ADJUSTMENT, 8", SPECIAL or WATER MAIN ADJUSTMENT, 6", SPECIAL, which price shall include all labor, equipment, materials and incidentals to complete the work described above.

SANITARY SEWER, PVC SDR 26, SPECIAL

This item consists of furnishing and installing sanitary sewer at locations shown on the plans or as directed by the Engineer. This work shall be done in accordance with the Village of Hoffman Estates Development Requirements and Standards Manual, Chapter 6 and the Standard Specifications for Water and Sewer Construction in Illinois, 6th Edition.

The sanitary sewer pipe material shall be thick-walled PVC pipe conforming to the requirements of ASTM D-2241, SDR 26, push-type joint. The pipe joints shall conform to ASTM D-3212 and F-477 for PVC pipe.

Trench backfill shall be installed in accordance with the trench cross-section detail, as shown in the plans. Trench backfill shall not be paid for separately, but shall be included in the cost of this pay item.

The connection to existing pipe shall be made with non-shear couplings, as approved by the Engineer. The cost of connection to existing shall not be paid for separately but shall be included in the cost of this pay item.

Bypass pumping during pipe installation shall not be paid for separately but shall be included in the cost of this item.

This work shall be paid for at the Contract Unit Price per foot for SANITARY SEWER, PVC SDR 26, (4", 6", 8", or 12"), SPECIAL which price shall include all labor, materials, equipment, and incidentals necessary to complete the work as described above.

SANITARY SEWER REMOVAL, SPECIAL

This work shall consist of the removal and off-site disposal of sanitary sewer as indicated on the Plans or otherwise directed by the Engineer. This work shall be done in accordance with the Village of Hoffman Estates Development Requirements and Standards Manual, Chapter 6.

Any necessary excavation required to remove the sanitary sewer shall be considered incidental. At locations where new sanitary sewer is not being installed, trench backfill will be paid for at the Contract Unit Price per Cubic Yard for TRENCH BACKFILL. All backfill material shall conform to trench cross-section details in the plans.

Where designated on the plans, the abandoned sanitary sewer line shall be removed to a location of two feet behind the back of curb. The abandoned sanitary sewer, as designated by the Engineer, shall be plugged at both ends with minimum 2 foot long non-shrink concrete/mortar plug to the satisfaction of the Engineer.

This work will be paid for at the Contract Unit Price per foot for SANITARY SEWER REMOVAL, (4", 6", 8", or 12"), SPECIAL which price shall include all labor, materials, equipment and incidentals as necessary to complete the work as directed above.

SANITARY SERVICE CONNECTION, 4", SPECIAL

This item consists of the connection of 4" sanitary sewer service lines to the new sanitary sewer at locations shown on the plans or as directed by the Engineer. This work shall be done in accordance with the Village of Hoffman Estates Development Requirements and Standards Manual, Chapter 6.

The new sanitary service connection to the sewer main shall be completed by means of a wye fitting installed in the main. All such connections shall be completed in the presence of the Engineer.

The sewer services shall be installed at locations as shown on the plans. The services shall be constructed of 4" PVC pipe, SDR 26. Sewer services shall be bedded and backfilled in accordance with the trench cross-section detail, as shown in the plans. The trench backfill shall not be paid for separately, but shall be included in this pay item.

The constructing, installing, and removal of sanitary sewer service lines and connections will be paid for at the Contract Unit Price per each for SANITARY SERVICE CONNECTION, 4", SPECIAL which price shall include furnishing and removal of all materials, labor, trench backfill and equipment necessary to complete the work as herein specified and for the satisfaction of the Engineer.

SANITARY DROP MANHOLES, SPECIAL

This work shall be done in accordance with Section 602 of the Standard Specifications. This work shall consist of constructing and installing sanitary drop manholes as shown on the Plans and as directed by the Engineer.

Manholes shall be constructed per the Manhole and Drop Connection details included in the plans.

Disposal of all excavated materials, existing manhole and general cleanup shall be the responsibility of the Contractor. The work performed installing the catch basins, manholes, and inlets shall follow the details in the Plans. All trench backfill used for this work is considered incidental and will not be paid for separately.

The constructing and installing of sanitary drop manholes will be paid for at the Contract Unit Price per each for SANITARY DROP MANHOLES, 4 FOOT DIAMETER, SPECIAL which price shall include furnishing all materials, labor, trench backfill and equipment necessary to complete the work as herein specified and for the satisfaction of the Engineer.

SANITARY MANHOLES, ADJUST, SPECIAL

This item consists of adjusting sanitary manholes and installing external chimney seals as shown on the Plans and as directed by the Engineer. This work shall be done in accordance with Section 602 of the Standard Specifications and Chapter 6 of the Village of Hoffman Estates Development Requirements and Standards Manual.

Existing clay bricks will be replaced with precast reinforced concrete adjusting rings. The concrete adjusting rings shall not exceed two maximum, or 12 inches in height, when placed one on top of the other. Should the repair exceed 12 inches, the Contractor will install precast concrete barrel sections topped with adjusting rings. Chips of broken clay or concrete bricks will not be allowed as shims for height adjustments. No extra compensation will be made to the Contractor for adjustments which exceed this height range, but are within the measurements as specified in Section 602.

Adjustment may not only mean vertical adjustment, but may consist of cleaning, grouting, or cementing around pipes and structure.

The removal and replacement of existing concrete sidewalks or aprons adjacent to the sanitary structures to be adjusted shall be paid for separately.

The external chimney seal shall be made by Cretex or approved equal, meeting ASTM C-923 requirements, as modified, with a minimum 3/16 – inch thickness for durability and resistance to puncturing or tearing.

This work shall be paid for at the Contract Unit Price, per each, for SANITARY MANHOLES, ADJUST, SPECIAL, which price shall include all labor, equipment, trench backfill, materials, and incidentals required to complete the work as described above.

SANITARY MANHOLES, RECONSTRUCT, SPECIAL

This item consists of reconstructing sanitary manholes and installing external chimney seals as shown on the Plans and as directed by the Engineer. This work shall be done in accordance with Section 602 of the Standard Specifications and Chapter 6 of the Village of Hoffman Estates Development Requirements and Standards Manual.

Existing block manholes shall have their eccentric/concentric cones replaced with 8 inch thick precast reinforced slab flat tops with risers, topped with precast reinforced concrete adjusting rings. The concrete adjusting rings shall not exceed two maximum, or 12 inches in height, when placed one on top of the other. Should the repair exceed 12 inches, the Contractor will install precast concrete barrel sections topped with adjusting rings. Chips of broken clay or concrete bricks will not be allowed as shims for height adjustments.

The removal and replacement of existing asphalt pavement adjacent to the sanitary structures to be adjusted shall be paid for separately.

The external chimney seal shall be made by Cretex or approved equal, meeting ASTM C-923 requirements, as modified, with a minimum 3/16 – inch thickness for durability and resistance to puncturing or tearing.

This work shall be paid for at the Contract Unit Price, per each, for SANITARY MANHOLES, RECONSTRUCT, SPECIAL, which price shall include all labor, equipment, trench backfill, materials, and incidentals required to complete the work as described above.

PIPE UNDERDRAINS, FABRIC LINED TRENCH

This work shall consist of furnishing all materials, equipment and labor required for the installation of 4" or 6” rigid perforated PVC pipe underdrain (SDR 26) in a geotechnical fabric lined trench in accordance with the applicable portions of Section 601 of the Standard Specifications as shown on the details in the plans, and as modified herein.

After all the necessary excavations of the trench to the required depth and grade as shown in the plans or as directed by the Engineer, geotechnical fabric shall be placed in the trench as directed in Article 601.06 of the Standard Specifications. The bedding material (CA-7) washed gravel shall then be placed in the trench to a depth of 4 inches.

The perforated pipe underdrain shall then be placed in the trench. After the pipe installation has been inspected and approved, the first lift of backfill, Coarse Aggregate (CA-7 or CA-11) washed gravel shall be placed under the haunches of the pipe to one half the depth of the pipe underdrain for the full width of the trench. The remaining trench shall then be backfilled with Coarse Aggregate (CA-7 or CA-11) washed gravel to an elevation equal to the elevation of the sub-base as shown on the details in the plans.

Following the backfilling operation, the fabric shall be lapped over the top and then covered with sub-base granular material (CA-6) or with another specified material to the top of the proposed sub grade or as shown on the details in the plans.

This work will be paid for at the Contract Unit Price per foot for PIPE UNDERDRAINS, FABRIC LINED TRENCH, (4" OR 6"), SPL which price shall include the furnishing of pipe underdrain and connecting hardware, all excavation and disposal of surplus material excavated from the trench, furnishing and placing the geotechnical fabric, placing the pipe in the trench and connecting to a drainage structure, furnishing and placing bedding, backfilling with aggregate, and all other labor and equipment necessary to complete the work as indicated in the plans.

CATCH BASINS, MANHOLES, AND INLETS

This work shall be done in accordance with Section 602 of the Standard Specifications. This work shall consist of constructing and installing catch basins, manholes, and inlets as shown on the Plans and as directed by the Engineer.

Disposal of all excavated materials, existing manhole and general cleanup shall be the responsibility of the Contractor. The work performed installing the manholes shall follow the details in the Plans. All trench backfill used for this work is considered incidental and will not be paid for separately.

The constructing and installing of manholes will be paid for at the Contract Unit Price per each for SANITARY MANHOLES, 4 FOOT DIAMETER, SPECIAL; CATCH BASINS, (4 FOOT OR 5 FOOT) DIAMETER; INLETS, 2 FOOT DIAMETER; MANHOLES, (4 FOOT, 5 FOOT, OR 6 FOOT) DIAMETER, which price shall include furnishing all materials, labor, trench backfill and equipment necessary to complete the work as herein specified and for the satisfaction of the Engineer.

MANHOLE ADJUST AND RECONSTRUCT

This work shall be done in accordance with Section 602 of the Standard Specification. This work shall include the adjustment or reconstruction of existing inlets, manholes, catch basins, and valve vaults as shown on the Plans and as directed by the Engineer.

Existing clay bricks will be replaced with precast reinforced concrete adjusting rings. The concrete adjusting rings shall not exceed two maximum, or 12 inches in height, when placed one on top of the other. Should the repair exceed 12 inches, the Contractor will install precast concrete barrel sections topped with adjusting rings. Chips of broken clay or concrete bricks will not be allowed as shims for height adjustments. No extra compensation will be made to the Contractor for adjustments which exceed this height range, but are within the measurements as specified in Section 602.

When specified on the plan as adjustment, the Contractor shall remove the frame and grate to accomplish the work. Adjustment may not only mean vertical adjustment, but may consist of cleaning, grouting, or cementing around pipes and structure. The Contractor shall be responsible for obtaining positive drainage.

The Contractor may use rubber rings to adjust the sanitary, storm, or water frame and cover in flexible pavement areas only. The maximum allowable height of rubber rings shall be no more than 2 inches.

The removal and replacement of existing concrete curb and gutter adjacent to the drainage structures to be adjusted or reconstructed shall be paid for separately.

This work shall be paid for at the Contract Unit Price, per each, for MANHOLES TO BE ADJUSTED or MANHOLES TO BE RECONSTRUCTED which price shall include all labor, equipment, trench backfill, materials, and incidentals required to complete the work described above. No extra compensation will be made to the Contractor for the various types of drainage structures that may be encountered on the project.

MANHOLE ADJUST, SPECIAL

This work shall be done in accordance with Section 602 of the Standard Specifications, applicable contract Special Provisions, and as modified herein. This work shall consist of the adjustment of existing rectangular manholes (2'x3') catch basins, and inlets at locations indicated on the plans.

Existing clay bricks shall be removed and replaced with cast in place reinforced concrete. The reinforcement shall consist of "J" bolts secured to the existing structure. The Contractor shall have the option of using precast adjusting rings provided that they are of the exact dimensions as the

existing manhole catch basin or inlet and the adjustment does not exceed 12 inches in height. The special adjustment may not mean vertical adjustment, but may consist of reconstructing, cleaning, grouting, or mortaring around pipes and structure.

This work shall be paid for at the Contract Unit Price, per each, for MANHOLES TO BE ADJUSTED, SPECIAL, which price shall include all labor, equipment, trench backfill, materials, and incidentals required to complete the work as described above.

FRAMES AND GRATES

This work shall consist of replacing an existing frame and/or grate with a new frame and/or grate at the locations shown on the plans or as directed by the Engineer. The work shall be done in accordance with the applicable portions of Section 604 of the Standard Specifications.

The new frame and grate shall be Neenah R-3501-P, or approved equivalent, for type M3.12 curb and gutter.

The new frame and grate shall be Neenah R-3278-A, or approved equivalent with barred style curb box that shows "DUMP NO WASTE!" lettering and fish image on back, grate or approved equivalent for Type B6.12 curb and gutter.

The new frame and grate shall be Neenah R-3281-007, or approved equivalent, for depressed curb and gutter.

For storm manholes, sanitary manholes, or water vaults the frame and closed lids shall be East Jordan 1050Z1 with Type A solid cover, Neenah R-1713, or approved equal, with embossed "Village of Hoffman Estates" and "Storm", "Sanitary", or "Water". The Contractor will be required to deliver all salvaged castings to the Village or use them elsewhere if indicated on the plans or directed by the Engineer.

For 2' by 3' manholes, the new special frame and grate shall be Neenah R-3292 with Type L grate, or approved equivalent for Type B6.12 curb and gutter.

This work shall be paid for at the Contract Unit Price per each for FRAMES AND GRATES, DEPRESSED GRATE; FRAMES AND GRATES, FOR M3.12 CURB; FRAMES AND LIDS, STORM, TYPE 1, CLOSED LID, SPECIAL; FRAMES AND LIDS, SANITARY, TYPE 1, CLOSED LID, SPECIAL; FRAMES AND LIDS, WATER, TYPE 1, CLOSED LID, SPECIAL; FRAMES AND LIDS, TYPE 1, OPEN LID; FRAMES AND GRATES, FOR B6.12 CURB; FRAMES AND GRATES SPECIAL, FOR B6.12 CURB, which price shall include all labor, equipment, materials and incidentals required to complete the work as described above.

COMBINATION CONCRETE CURB AND GUTTER, SPECIAL

This work shall consist of constructing combination curb and gutter of the type specified at the locations shown on the plans or as directed by the Engineer. The work shall be done in accordance with Section 606 of the Standard Specifications, except that no extra compensation shall be allowed for variation in the thickness or height of the curb, or in the width of the gutter or transitions.

The proposed curb and gutter shall consist of the construction of combination concrete curb and gutter and shall be M3.12 or B6.12 as shown in the curb detail in the plans. New curb and gutters shall have a gutter thickness no less than the pavement thickness at all locations. All curb and gutter shall have two number five (5) reinforcement bars continuous throughout the length. The Engineer must approve all forming methods prior to placing any concrete for the curb and gutter.

The Contractor is responsible to verify the established grades with the engineer prior to the construction of any new combination concrete curb and gutter. **The Contractor must notify the Engineer if positive drainage cannot be obtained**.

Once the designated areas of existing curb and gutter have been removed, all soft and yielding spots or other unsuitable material in the sub grade shall be excavated and replaced with granular material as directed by the Engineer. The excavated unsuitable material will be paid for in accordance with the Special Provision, REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS. The granular material shall be placed and paid for in accordance with the Special Provision, AGGREGATE SUBGRADE IMPROVEMENT.

The proposed curb and gutter shall be depressed across all sidewalk ramps in accordance with Project Details, Standards 424001, 424016, 424021, and 424026, and Public Right-of-Way Accessibility Guidelines (PROWAG), and depressed to meet existing driveways, as directed by the Engineer.

Contraction joints shall be provided at a spacing not to exceed 15 feet and shall be created by saw cutting to a minimum depth of 1-1/2 inches. The saw cutting shall not be paid for separately, but shall be considered incidental to the contract. Expansion joints shall be provided at the beginning and end of all return radii, 5 feet either side of a drainage structure, at the end of a day's pour, and/or at a spacing not to exceed 105 feet.

Expansion joints shall consist of two No. 6 bars, 18 inches long, capped and greased on one end, extending through and centered on a solid 3/4-inch preformed expansion joint material cut to conform to the shape of the curb and gutter section. The curb and gutter will be properly finished after placement using approved methods incorporated immediately after final finishing. Preformed 1/2-inch expansion joints will be provided between the sidewalks and concrete

driveways where they abut against the concrete curb. This work shall not be paid for separately, but shall be incidental to the Contract Unit Price for this pay item.

Two drilled and grouted No. 5 reinforcing bars or expansion tie anchors, 5/8" in diameter, shall be used to tie the proposed curb and gutter to the existing curb and gutter on each side. Furnishing and installing the expansion tie anchors or drilling and grouting of the No. 5 reinforcing bars shall not be paid for separately, but shall be incidental to the Contract Unit Price for this pay item.

Opposite each water shutoff box a "W" two (2) inches high shall be pressed into the concrete. Backfilling of excavated or disturbed areas behind the new curb and gutter shall be done within 10 calendar days of placement of the curb and gutter, but not before 3 calendar days. Backfill material shall consist of approved clay, sand, or topsoil placed in compacted layers not less than 6-inches in depth from the top of the curb and gutter. Compaction of this material is essential and must be done in a proper manner by the contractor. This work shall not be paid for separately, but shall be considered incidental to the contract.

This work shall be paid for at the Contract Unit Price per foot for COMBINATION CONCRETE CURB AND GUTTER, M3.12, SPECIAL or COMBINATION CONCRETE CURB AND GUTTER, B6.12, SPECIAL which price shall include all labor, equipment, materials and incidentals to complete the work described above. This contract unit price item shall be considered only for reconstructed streets as shown on the plans.

<u>COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT SPECIAL</u>

This work shall be done in accordance with Section 606 and Section 440 of the Standard Specifications, applicable project Special Provisions, and as modified herein. This work shall consist of the removal and satisfactory disposal of the **partial** existing curb and gutter at the locations shown on the plans as directed by the Engineer. The work shall consist of constructing **partial** combination curb and gutter of the type specified at the locations shown on the plans or as directed by the Engineer.

The Contractor shall saw cut six (6) inches from the curb edge into the existing pavement at all removal locations or as directed by the Engineer. The Contractor shall front fill this area with concrete at least one inch below the front edge of the curb and gutter. The concrete front filling must be a separate pour from the curb and gutter. No extra compensation shall be allowed for the additional excavation in width of the existing pavement or in the thickness of the pavement, saw cutting, and front filling of concrete.

The proposed combination concrete curb and gutter shall be B6.12 or M3.12 as shown in the curb detail in the plans. New curb and gutter or curb shall have a gutter thickness equal to the pavement

thickness at all locations. The Engineer must approve forming methods for pouring the curb and gutter.

Opposite each water shutoff box a "W" two (2) inches high shall be pressed into the concrete.

Backfilling of excavated or disturbed areas behind the new curb and gutter shall be done within 10 calendar days of placement of the curb and gutter, but not before 3 calendar days. Backfill material shall consist of approved clay, sand, or topsoil placed in compacted layers until a minimum of 6-inches in depth remains from the top of the curb and gutter. Compaction of this material is essential and must be done in a proper manner by the contractor. This work shall not be paid for separately, but shall be considered incidental to the contract.

The construction shall include the placement of three (3) inches of aggregate material meeting the requirements of AGGREGATE SUBGRADE IMPROVEMENT, prior to the placement of the curb and gutter. The base shall be compacted to the satisfaction of the Engineer. The sub grade shall be tamped or rolled until thoroughly compacted before the aggregate materials are placed. This work shall not be paid for separately, but shall be incidental to the Contract Unit Price for this pay item.

This work shall be paid for at the Contract Unit Price per foot for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL which price shall include all labor, equipment, materials, and incidentals to complete the work described above.

CONCRETE FRONT FILL, SPECIAL

This work shall be done in accordance with Section 606 and Section 440 of the Standard Specifications and as modified herein.

The contractor shall saw cut the pavement six (6) inches from the curb edge and remove the existing pavement. Once the curb and gutter has been poured, the area shall be cleared of debris and filled with Class SI concrete to a depth of two (2) inches below the edge of the gutter. The concrete front fill shall be a separate pour from the curb and gutter.

This work shall be paid for at the Contract Unit Price per foot for CONCRETE FRONT FILL, SPECIAL which price shall include all labor, equipment, materials, and incidentals to complete the work described above.

TRAFFIC CONTROL AND PROTECTION

Traffic Control and Protection shall be provided as called for in the plans, details, Special Provisions, Highway Standards, applicable sections of the Standard Specifications, or as directed

by the Engineer. The work shall be performed in accordance applicable portions of Section 701 of the Standard Specifications.

This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION which price shall include all labor, materials, transportation, handling, and incidentals necessary to furnish, install, maintain, replace, relocate, and remove all traffic control devices indicated in the plans and specifications.

REMOVE AND RESET SIGN

This work shall be done in accordance with Section 720, 723, 724, and 729 of the Standard Specifications and as modified herein. This work shall consist of removing existing sign assemblies and reinstalling at locations shown on the plans or as designated by the engineer.

Any damaged sign panels or posts shall be replaced, with similar or better materials, to the satisfaction of the Engineer, at the contractor's expense.

This work shall be paid for at the Contract Unit Price per each for REMOVE AND RESET SIGN, which price shall include all labor, equipment, materials and incidentals required to complete the work as described above.

MAINTENANCE LETTERS OF CREDIT

A Maintenance Letter of Credit in the amount of 5% the final project cost shall be posted by the Contractor with the Village upon completion of all improvements provided under this Contract and shall be for a period of twelve (12) months after the final acceptance of such improvements by the Village for the purpose of:

A. Guaranteeing against and securing the correction of any defect in material or workmanship furnished under this Contract, latent in character and not discernible at the time of final inspection or acceptance by the Village.

B. Guaranteeing against and securing the correction of any damage to the improvements provided under this Contract by reason of settling of the ground base or foundation thereof.

An additional Maintenance Letter of Credit in the amount of $25,000 shall be posted by the Contractor with the Village upon the expiration of the 5% Maintenance Letter of Credit. The additional Letter of Credit shall be for a period of twelve (12) months after the expiration of the original Maintenance Letter of Credit of such improvements by the Village for the purpose of guaranteeing against and securing the correction of any settlement in the parkway along the curb.

The cost of the Maintenance Letters of Credit shall be paid for by non-Motor Fuel Tax (MFT) funds through the Village of Hoffman Estates at the Contract Lump Sum Price for MAINTENANCE LETTERS OF CREDIT.

ADJUSTMENTS AND RECONSTRUCTIONS
Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

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

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

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

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

Revise Article 603.06 to read:

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

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

Revise the first sentence of Article 603.07 to read:

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

AGGREGATE SUBGRADE IMPROVEMENT (D-1)
Effective: February 22, 2012
Revised: April 1, 2016

Add the following Section to the Standard Specifications:

"**SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT**

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

303.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3)	1031

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 1004 of the Standard Specifications:

"**1004.07 Coarse Aggregate for Aggregate Subgrade Improvement.** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. The top 12 inches of the aggregate subgrade improvement shall be 3 inches of capping material and 9 inches of crushed gravel, crushed stone or crushed concrete. In applications where greater than 36 inches of subgrade material is required, rounded gravel, meeting the CS01 gradation, may be used beginning at a depth of 12 inches below the bottom of pavement.

(b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.

(c) Gradation.

(1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01.

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

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

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

COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)
Effective: November 1, 2011
Revised: November 1, 2013

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

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

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

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (~~BDE~~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.~~After the casting has been adjusted and Class SI concrete has been placed, the work shall be protected by a barricade and two lights for at least 72 hours.~~

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 ± 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."

FRICTION AGGREGATE (D-1)

Effective: January 1, 2011
Revised: November 1, 2019

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination [5/]: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Combination [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	Allowed Alone or in Combination [5/ 6/]: Crushed Gravel Carbonate Crushed Stone[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete[3/]

<table>
<tr><th>Use</th><th>Mixture</th><th>Aggregates Allowed</th></tr>
<tr><td>HMA
High ESAL
Low ESAL</td><td>C Surface and Binder IL-9.5 or IL-9.5L

SMA
Ndesign 50
Surface</td><td><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/]</td></tr>
<tr><td rowspan="5">HMA
High ESAL</td><td rowspan="5">D Surface and Binder IL-9.5

SMA
Ndesign 50
Surface</td><td><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/]
Crushed Concrete[3/]</td></tr>
<tr><td><u>Other Combinations Allowed:</u></td></tr>
<tr><td>Up to... | With...
25% Limestone | Dolomite</td></tr>
<tr><td>50% Limestone | Any Mixture D aggregate other than Dolomite</td></tr>
<tr><td>75% Limestone | Crushed Slag (ACBF) or Crushed Sandstone</td></tr>
<tr><td rowspan="3">HMA
High ESAL</td><td rowspan="3">E Surface
IL-9.5

SMA
Ndesign 80
Surface</td><td><u>Allowed Alone or in Combination</u> [5/ 6/]:

Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Steel Slag

No Limestone.</td></tr>
<tr><td><u>Other Combinations Allowed:</u></td></tr>
<tr><td>Up to... | With...</td></tr>
</table>

<table>
<tr><td>Use</td><td>Mixture</td><td colspan="2">Aggregates Allowed</td></tr>
<tr><td rowspan="3"></td><td rowspan="3"></td><td>50% Dolomite[2/]</td><td>Any Mixture E aggregate</td></tr>
<tr><td>75% Dolomite[2/]</td><td>Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone</td></tr>
<tr><td>75% Crushed Gravel[2/] or Crushed Concrete[3/]</td><td>Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag</td></tr>
<tr><td rowspan="4">HMA
High ESAL</td><td rowspan="4">F Surface
IL-9.5

SMA
Ndesign 80
Surface</td><td colspan="2"><u>Allowed Alone or in Combination</u> [5/ 6/]:

Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Steel Slag
No Limestone.</td></tr>
<tr><td colspan="2"><u>Other Combinations Allowed</u>:</td></tr>
<tr><td>Up to...</td><td>With...</td></tr>
<tr><td>50% Crushed Gravel[2/], Crushed Concrete[3/], or Dolomite[2/]</td><td>Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone</td></tr>
</table>

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. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
3/ Crushed concrete will not be permitted in SMA mixes.
4/ Crushed steel slag shall not be used as leveling binder.
5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)
Effective: June 26, 2006
Revised: April 1, 2016

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

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

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

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

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

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

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a

uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent."

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

"(c) RAP Materials (Note 5) ……..…..1031"

Add the following note to 1030.02 of the Standard Specifications:

Note 5. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D-1)
Effective: November 1, 2019 Revised: February 1, 2020

Description. This work shall consist of constructing a hot-mix asphalt (HMA) binder and/or surface course on a prepared base. Work shall be according to Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials. 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
	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 stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ 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."

HMA Nomenclature. 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 Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

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

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

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

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

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

Note 4. Warm mix additives or foaming processes shall be selected from the Department's Qualified Producer List, "Technologies for the Production of Warm Mix Asphalt (WMA)"."

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

High ESAL, MIXTURE COMPOSITION (% PASSING) [1/]										
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 [4/]	16	32[4/]	34 [5/]	52 [2/]	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 µm)			12	16	12	18				
#50 (300 µm)	6	15					4	15	15	30
#100 (150 µm)	4	9					3	10	10	18
#200 (75 µm)	3	6	7.0	9.0 [3/]	7.5	9.5 [3/]	4	6	7	9 [3/]
#635 (20 µm)			≤ 3.0		≤ 3.0					
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

4/ 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.

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

"(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 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.

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

1/ Maximum draindown for IL-4.75 shall be 0.3 percent.

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

Revise the table in Article 1030.04(b)(3) to read:

"VOLUMETRIC REQUIREMENTS, SMA 12.5 1/ and SMA 9.5 1/			
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
80 4/	3.5	17.0 2/	75 - 83
		16.0 3/	

1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.

2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.

3/ Applies when specific gravity of coarse aggregate is < 2.760.

4/ Blending of different types of aggregate will not be permitted. For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Add to the end of Article 1030.05 (d) (2) a. of the Standard Specifications:

"During production, the Contractor shall test SMA mixtures for draindown according to AASHTO T305 at a frequency of 1 per day of production."

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

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

Quality Control/Quality Assurance (QC/QA). Revise the third paragraph of Article 1030.05(d)(3) 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."

Add the following paragraphs to the end of Article 1030.05(d)(3):

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement). Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.

b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.

When a longitudinal joint sealant (LJS) is applied, longitudinal joint density testing will not be required on the joint(s) sealed."

Revise the second table in Article 1030.05(d)(4) and its notes to read:

"DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density, minimum
IL-4.75	Ndesign = 50	93.0 – 97.4 % 1/	91.0%
IL-9.5FG	Ndesign = 50 - 90	93.0 – 97.4 %	91.0%
IL-9.5	Ndesign = 90	92.0 – 96.0 %	90.0%
IL-9.5, IL-9.5L,	Ndesign < 90	92.5 – 97.4 %	90.0%
IL-19.0	Ndesign = 90	93.0 – 96.0 %	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 2/ – 97.4 %	90.0%
SMA	Ndesign = 80	93.5 – 97.4 %	91.0%

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

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

Equipment. Add the following to Article 1101.01 of the Standard Specifications:

"(h) Oscillatory Roller. The oscillatory roller shall be self-propelled and provide a smooth operation when starting, stopping, or reversing directions. The oscillatory roller shall be able to operate in a mode that will provide tangential impact force with or without vertical impact force by using at least one drum. The oscillatory roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup. The drum(s) amplitude and frequency of the tangential and vertical impact force shall be approximately the same in each direction and meet the following requirements:

(1) The minimum diameter of the drum(s) shall be 42 in. (1070 mm);

(2) The minimum length of the drum(s) shall be 57 in. (1480 mm);

(3) The minimum unit static force on the drum(s) shall be 125 lb/in. (22 N/m); and

(4) The minimum force on the oscillatory drum shall be 18,000 lb (80 kN)."

Construction Requirements.

Add the following to Article 406.03 of the Standard Specifications:

"(j) Oscillatory Roller .....1101.01"

Revise the third paragraph of Article 406.05(a) to read:

"All depressions of 1 in. (25 mm) or more in the surface of the existing pavement shall be filled with binder. At locations where heavy disintegration and deep spalling exists, the area shall be cleaned of all loose and unsound material, tacked, and filled with binder (hand method)."

Revise Article 406.05(c) to read.

"(c) Binder (Hand Method). Binder placed other than with a finishing machine will be designated as binder (hand method) and shall be compacted with a roller to the satisfaction of the Engineer. Hand tamping will be permitted when approved by the Engineer."

Revise the special conditions for mixture IL-4.75 in Article 406.06(b)(2)e. to read:

"e. The mixture shall be overlaid within 5 days of being placed."

Revise Article 406.06(d) to read:

"(d) Lift Thickness. The minimum compacted lift thickness for HMA binder and surface courses shall be as follows.

MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19) - over HMA surfaces [1/] 1 (25) - over PCC surfaces [1/]
IL-9.5FG	1 1/4 (32)
IL-9.5, IL-9.5L	1 1/2 (38)
SMA 9.5	1 3/4 (45)
SMA 12.5	2 (51)
IL-19.0, IL-19.0L	2 1/4 (57)

1/ The maximum compacted lift thickness for mixture IL-4.75 shall be 1 1/4 in. (32 mm)."

Revise Table 1 and Note 3/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

"TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA				
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Binder and Surface [1/]	V_D, P [3/], T_B, 3W, O_T, O_B	P [3/], O_T, O_B	V_S, T_B, T_F, O_T	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
IL-4.75 and SMA [4/ 5/]	T_B, 3W, O_T	- -	T_F, 3W, O_T	
Bridge Decks [2/]	T_B	- -	T_F	As specified in Articles 582.05 and 582.06.

3/ A vibratory roller (V_D) or oscillatory roller (O_T or O_B) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder."

Add the following to EQUIPMENT DEFINITION in Article 406.07(a) contained in the Errata of the Supplemental Specifications:

"O_T - Oscillatory roller, tangential impact mode. Maximum speed is 3.0 mph (4.8 km/h) or 264 ft/min (80 m/min).

O_B - Oscillatory roller, tangential and vertical impact mode, operated at a speed to produce not less than 10 vertical impacts/ft (30 impacts/m)."

Delete last sentence of the second paragraph of Article 1102.01(a) (4) b. 2.

Add to the end of Article 1102.01 (a) (4) b. 2.:

"As an option, collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following:

(a.) Sufficient collected dust (baghouse) is available for production of the SMA mix for the entire project.

(b.) A mix design was prepared based on collected dust (baghouse).

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

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

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

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

Illinois Modified AASHTO T 324 Requirements [1/]

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

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

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

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

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

"(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture at the beginning of 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."

Add the following after the sixth paragraph in Article 1030.06 (a) of the Standard Specifications:

"The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.
If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

Method of Measurement:

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

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

Basis of Payment. Replace the second through the fifth paragraphs of Article 406.14 with the following:

"HMA binder and surface courses will be paid for at the contract unit price per ton (metric ton) for MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS; HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), of the Ndesign specified; HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), of the Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition, friction aggregate, and Ndesign specified."

PUBLIC CONVENIENCE AND SAFETY (DIST 1)
Effective: May 1, 2012
Revised: July 15, 2012

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

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

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

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

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

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

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)
Effective: November 1, 2012 Revise: November 1, 2019

Revise Section 1031 of the Standard Specifications to read:

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

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

(a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

(b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Central Bureau of Materials approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.

(1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.

(2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc…).

(1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mixture composition of the mix design.

(2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, HMA (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.

(3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(4) Conglomerate “D” Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or HMA (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as “Non-Quality”.

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

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

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

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

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

(a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.

(1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

(2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.

(3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Engineer will notify the Contractor of observed deficiencies.

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

Test Parameter	Acceptable Limits of Precision	
% Passing:[1/]	FRAP	RAS
1/2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	4.0%
No. 200	2.2%	4.0%
Asphalt Binder Content	0.3%	3.0%
G_{mm}	0.030	

1/ Based on washed extraction.

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

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

1031.05 Quality Designation of Aggregate in RAP and FRAP.

(a) RAP. The aggregate quality of the RAP for homogeneous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

(1) RAP from Class I, HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.

(2) RAP from HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.

(3) RAP from Class I, HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

(b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

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

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

(a) FRAP. The use of FRAP in HMA shall be as follows.

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

(2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.

(3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.

(4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.

(5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.

(b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.

(c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.

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

Maximum Asphalt Binder Replacement (ABR) for FRAP with RAS Combination

HMA Mixtures 1/ 2/ 4/	Maximum % ABR		
Ndesign	Binder 5/	Surface 5/	Polymer Modified 3/
30L	50	40	30
50	40	35	30
70	40	30	30
90	40	30	30
SMA			30
IL-4.75			40

1/ For Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.

2/ When the binder replacement exceeds 15 % for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 % binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 %, the required virgin asphalt binder grade shall be PG64-28.

3/ When the ABR for SMA or IL-4.75 is 15 % or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.

4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 %.

5/ When the mix has Illinois Flexibility Index Test (I-FIT) requirements, the maximum percent asphalt binder replacement designated on the table may be increased by 5%.

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

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

(b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design.

The RAP, FRAP and RAS stone specific gravities (G_{sb}) shall be according to the "Determination of Aggregate Bulk (Dry) Specific Gravity (G_{sb}) of Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)" procedure in the Department's Manual of Test Procedures for Materials.

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

A scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS and FRAP feed system to remove or reduce oversized and agglomerated material.

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

(a) FRAP. The coarse aggregate in all FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

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

(1) Dryer Drum Plants.

a. Date, month, year, and time to the nearest minute for each print.

b. HMA mix number assigned by the Department.

c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest

0.1 unit.

f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)

i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.

j. Accumulated mixture tonnage.

k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric ton))

(2) Batch Plants.

a. Date, month, year, and time to the nearest minute for each print.

b. HMA mix number assigned by the Department.

c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).

d. Mineral filler weight to the nearest pound (kilogram).

e. RAS and FRAP weight to the nearest pound (kilogram).

f. Virgin asphalt binder weight to the nearest pound (kilogram).

g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

(a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except “Non-Quality” and “FRAP”. The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Central Bureau of Materials Policy Memorandum, “Reclaimed Asphalt Pavement (RAP) for Aggregate Applications”.

(b) Gradation. The RAP material shall meet the gradation requirements for CA 6 according to Article 1004.01(c), except the requirements for the minus No. 200 (75 µm) sieve shall not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation.”

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 Hoffman Estates

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

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, tons = A x D x (G_{mb} x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x (G_{mb} x 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, tons = V x 8.33 lb/gal x SG / 2000
For bituminous materials measured in liters: Q, metric tons = V x 1.0 kg/L x 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:

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

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

DISPOSAL FEES (BDE)

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

"(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first $10,000 and one percent of any amount over $10,000 of the total approved costs of such fees.

(6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.

b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

c. Quantities of materials, prices and extensions.

d. Transportation of materials.

e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being $100.

(9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form “Extra Work Daily Report”. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.”

80402

EMULSIFIED ASPHALTS (BDE)

Effective: August 1, 2019

Revise Article 1032.06 of the Standard Specifications to read:

"**1032.06 Emulsified Asphalts.** Emulsified asphalts will be accepted according to the current Bureau of Materials Policy Memorandum, "Emulsified Asphalt Acceptance Procedure". These materials shall be homogeneous and shall show no separation of asphalt after thorough mixing, within 30 days after delivery, provided separation has not been caused by freezing. They shall coat the aggregate being used in the work to the satisfaction of the Engineer and shall be according to the following requirements.

(a) Anionic Emulsified Asphalt. Anionic emulsified asphalts RS-1, RS-2, HFRS-2, SS-1h, and SS-1 shall be according to AASHTO M 140, except as follows.

(1) The cement mixing test will be waived when the emulsion is being used as a tack coat.

(2) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.

(b) Cationic Emulsified Asphalt. Cationic emulsified asphalts CRS-1, CRS-2, CSS-1h, and CSS-1 shall be according to AASHTO M 208, except as follows.

(1) The cement mixing test will be waived when the emulsion is being used as a tack coat.

(2) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.

(c) High Float Emulsion. High float emulsions HFE-90, HFE-150, and HFE-300 are medium setting and shall be according to the following table.

Test	HFE-90	HFE-150	HFE-300
Viscosity, Saybolt Furol, at 122 °F (50 °C), (AASHTO T 59), SFS [1/]	50 min.	50 min.	50 min.
Sieve Test, No. 20 (850 µm), retained on sieve, (AASHTO T 59), %	0.10 max.	0.10 max.	0.10 max.
Storage Stability Test, 1 day, (AASHTO T 59), %	1 max.	1 max.	1 max.
Coating Test (All Grades), (AASHTO T 59), 3 minutes	stone coated thoroughly		
Distillation Test, (AASHTO T 59): Residue from distillation test to 500 °F (260 °C), % Oil distillate by volume, %	65 min. 7 max.	65 min. 7 max.	65 min. 7 max.

Characteristics of residue from distillation test to 500 °F (260 °C): Penetration at 77 °F (25 °C), (AASHTO T 49), 100 g, 5 sec, dmm	90-150	150-300	300 min.
Float Test at 140 °F (60 °C), (AASHTO T 50), sec.	1200 min.	1200 min.	1200 min.

1/ The emulsion shall be pumpable.

(d) Penetrating Emulsified Prime. Penetrating Emulsified Prime (PEP) shall be according to AASHTO T 59, except as follows.

Test	Result
Viscosity, Saybolt Furol, at 77 °F (25 °C), SFS	75 max.
Sieve test, retained on No. 20 (850 µm) sieve, %	0.10 max.
Distillation to 500 °F (260 °C) residue, %	38 min.
Oil distillate by volume, %	4 max.

The PEP shall be tested according to the current Bureau of Materials Illinois Laboratory Test Procedure (ILTP), "Sand Penetration Test of Penetrating Emulsified Prime (PEP)". The time of penetration shall be equal to or less than that of MC-30. The depth of penetration shall be equal to or greater than that of MC-30.

(e) Delete this subparagraph.

(f) Polymer Modified Emulsified Asphalt. Polymer modified emulsified asphalts, e.g. SS-1hP, CSS-1hP, CRS-2P (formerly CRSP), CQS-1hP (formerly CSS-1h Latex Modified) and HFRS-2P (formerly HFP) shall be according to AASHTO M 316, except as follows.

(1) The cement mixing test will be waived when the polymer modified emulsion is being used as a tack coat.

(2) CQS-1hP (formerly CSS-1h Latex Modified) emulsion for micro-surfacing treatments shall use latex as the modifier.

(3) Upon examination of the storage stability test cylinder after standing undisturbed for 24 hours, the surface shall show minimal to no white, milky colored substance and shall be a homogenous brown color throughout.

(4) The distillation for all polymer modified emulsions shall be performed according to AASHTO T 59, except the temperature shall be 374 ± 9 °F (190 ± 5 °C) to be held for a period of 15 minutes and measured using an ASTM 16F (16C) thermometer.

(5) The specified temperature for the Elastic Recovery test for all polymer modified emulsions shall be 50.0 ± 1.0 °F (10.0 ± 0.5 °C).

(6) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.

(g) Non-Tracking Emulsified Asphalt. Non-tracking emulsified asphalt NTEA (formerly SS-1vh) shall be according to the following.

Test	Requirement
Saybolt Viscosity at 77 °F (25 °C), (AASHTO T 59), SFS	20-100
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max.
Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), %	50 min.
Sieve Test, No. 20 (850 µm), (AASHTO T 59), %	0.3 max.
Tests on Residue from Evaporation	
Penetration at 77 °F (25 °C), 100 g, 5 sec, (AASHTO T 49), dmm	40 max.
Softening Point, (AASHTO T 53), °F (°C)	135 (57) min.
Ash Content, (AASHTO T 111), % 1/	1 max.

1/ The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent

The different grades are, in general, used for the following.

Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, NTEA (formerly SS-1vh)	Tack Coat
PEP	Prime Coat
RS-2, HFE-90, HFE-150, HFE-300, CRS-2P (formerly CRSP), HFRS-2P (formerly HFP), CRS-2, HFRS-2	Bituminous Surface Treatment
CQS-1hP (formerly CSS-1h Latex Modified)	Micro-Surfacing Slurry Sealing Cape Seal”

80415

FUEL COST ADJUSTMENT (BDE)

Effective: April 1, 2009
Revised: August 1, 2017

Description. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

General. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

(1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.

(2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

(3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

(4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any

modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.

(5) Category E: Structures. Structure items having a cumulative bid price that exceeds $250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units

Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / $1000

Metric Units

Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / $1000

(c) Quantity Conversion Factors.

Category	Conversion	Factor
B	sq yd to ton	0.057 ton / sq yd / in depth
	sq m to metric ton	0.00243 metric ton / sq m / mm depth
C	sq yd to ton	0.056 ton / sq yd / in depth
	sq m to metric ton	0.00239 m ton / sq m / mm depth
D	sq yd to cu yd	0.028 cu yd / sq yd / in depth
	sq m to cu m	0.001 cu m / sq m / mm depth

Method of Adjustment. Fuel cost adjustments will be computed as follows.

$CA = (FPI_P - FPI_L) \times FUF \times Q$

Where: CA = Cost Adjustment, $
FPI_P = Fuel Price Index, as published by the Department for the month the work is performed, $/gal ($/liter)
FPI_L = Fuel 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, $/gal ($/liter)
FUF = Fuel Usage Factor in the pay item(s) being adjusted
Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

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

Percent Difference = $\{(FPI_L - FPI_P) \div FPI_L\} \times 100$

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

80229

GEOTECHNICAL FABRIC FOR PIPE UNDERDRAINS AND FRENCH DRAINS (BDE)

Effective: November 1, 2019

Revise Article 1080.01(a) of the Standard Specifications to read:

"(a) Fabric Materials. Fabric materials shall be as follows.

(1) Knitted Fabric. Knitted fabric envelope shall be Type A according to ASTM D 6707 and be a continuous one piece knitted polymeric material that fits over the pipe underdrain like a sleeve. It shall be free from any chemical treatment or coating that might significantly reduce porosity and permittivity.

(2) Woven or Nonwoven Fabric. The fabric shall be Class 3 according to AASHTO M 288 and consist of woven yarns or nonwoven filaments of polyolefins or polyesters. Woven slit film geotextiles (i.e. geotextiles made from yarns of a flat, tape like character) shall not be permitted. The yarns or filaments shall be dimensionally stable (i.e. maintain their relative position with respect to each other) and resistant to delamination. The yarns or filaments shall be free from any chemical treatment or coating that might significantly reduce porosity and permittivity.

(3) Physical Properties. The physical properties for knitted, woven, and nonwoven fabrics shall be according to the following.

PHYSICAL PROPERTIES			
	Knitted 1/	Woven 2/	Nonwoven 2/
Grab Strength, lb (N) ASTM D 4632 3/	--	180 (800) min.	112 (500) min.
Elongation/Grab Strain, % ASTM D 4632 3/	--	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 3/	--	67 (300) min.	40 (180) min.
Puncture Strength, lb (N) ASTM D 6241 3/	180 (800) min.	370 (1650) min.	222 (990) min.
Apparent Opening Size, Sieve No. (mm) ASTM D 4751 4/	30 (0.60) max.	40 (0.425) max.	40 (0.425) max.
Permittivity, sec^{-1} ASTM D 4491	1.0 min.		
Ultraviolet Stability, % retained strength after 500 hours of exposure ASTM D 4355	--	50 min.	50 min.

1/ Manufacturer's certification to meet test requirements.

2/ NTPEP results or manufacturer's certification to meet test requirements.

3/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

4/ Values represent the maximum average roll value."

Revise Article 1080.05 of the Standard Specifications to read:

"**1080.05 Geotechnical Fabric for French Drains and Pipe Underdrains, Type 2.** Geotechnical fabric for french drains and pipe underdrains, Type 2 shall be Class 3 according to AASHTO M 288 and consist of woven yarns or nonwoven filaments of polyolefins or polyesters. Woven slit film geotextiles (i.e. geotextiles made from yarns of a flat, tape-like character) shall not be permitted. The yarns or filaments shall be dimensionally stable (i.e. maintain their relative position with respect to each other) and resistant to delamination. The yarns or filaments shall be free from any chemical treatment or coating that might significantly reduce porosity and permittivity.

The fabric shall be according to the following.

PHYSICAL PROPERTIES 1/		
	Woven	Nonwoven
Grab Strength, lb (N) ASTM D 4632 2/	180 (800) min.	112 (500) min.
Elongation/Grab Strain, % ASTM D 4632 2/	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 2/	67 (300) min.	40 (180) min.
Puncture Strength, lb (N) ASTM D 6241 2/	370 (1650) min.	222 (990) min.
Apparent Opening Size, Sieve No. (mm) ASTM D 4751 3/	60 (0.25) max.	
Permittivity, sec^{-1} ASTM D 4491	0.2 min.	
Ultraviolet Stability % retained strength after 500 hours of exposure - ASTM D 4355	50 min.	

1/ NTPEP results to meet test requirements. Manufacturer shall have public release status and current reports on laboratory results in Test Data of NTPEP's DataMine.

2/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

3/ Values represent the maximum average roll value."

80417

MANHOLES, VALVE VAULTS, AND FLAT SLAB TOPS (BDE)

Effective: January 1, 2018
Revised: March 1, 2019

Description. In addition to those manufactured according to the current standards included in this contract, manholes, valve vaults, and flat slab tops manufactured prior to March 1, 2019, according to the previous Highway Standards listed below will be accepted on this contract:

Product	Previous Standards		
Precast Manhole Type A, 4' (1.22 m) Diameter	602401-05	602401-04	602401-03
Precast Manhole Type A, 5' (1.52 m) Diameter	602402-01	602402	602401-03
Precast Manhole Type A, 6' (1.83 m) Diameter	602406-09	602406-08	602406-07
Precast Manhole Type A, 7' (2.13 m) Diameter	602411-07	602411-06	602411-05
Precast Manhole Type A, 8' (2.44 m) Diameter	602416-07	602416-06	602416-05
Precast Manhole Type A, 9' (2.74 m) Diameter	602421-07	602421-06	602421-05
Precast Manhole Type A, 10' (3.05 m) Diameter	602426-01	602426	
Precast Valve Vault Type A, 4' (1.22 m) Diameter	602501-04	602501-03	602501-02
Precast Valve Vault Type A, 5' (1.52 m) Diameter	602506-01	602506	602501-02
Precast Reinforced Concrete Flat Slab Top	602601-05	602601-04	

The following revisions to the Standard Specifications shall apply to manholes, valve vaults, and flat slab tops manufactured according to the current standards included in this contract:

Revise Article 602.02(g) of the Standard Specifications to read:

"(g) Structural Steel (Note 4) 1006.04

Note 4. All components of the manhole joint splice shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable."

Add the following to Article 602.02 of the Standard Specifications:

"(s) Anchor Bolts and Rods (Note 5) 1006.09

Note 5. The threaded rods for the manhole joint splice shall be according to the requirements of ASTM F 1554, Grade 55, (Grade 380)."

Revise the second paragraph of Article 1042.10 of the Standard Specifications to read:

"Catch basin Types A, B, C, and D; Manhole Type A; Inlet Types A and B; Drainage Structures Types 1, 2, 3, 4, 5, and 6; Valve Vault Type A; and reinforced concrete flat slab top (Highway Standard 602601) shall be manufactured according to AASHTO M 199 (M 199M), except as shown on the plans. Additionally, catch basins, inlets, and drainage structures shall have a minimum concrete compressive strength of 4500 psi (31,000 kPa) at 28 days and manholes,

valve vaults, and reinforced concrete flat slab tops shall have a minimum concrete compressive strength of 5000 psi (34,500 kPa) at 28 days.”

80393

PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

"(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge, °F (°C)	Maximum Haul Time 1/ (minutes)	
	Truck Mixer or Truck Agitator	Nonagitator Truck
50 - 64 (10 - 17.5)	90	45
> 64 (> 17.5) - without retarder	60	30
> 64 (> 17.5) - with retarder	90	45

1/ To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer."

80430

PORTLAND CEMENT CONCRETE PAVEMENT PLACEMENT (BDE)

Effective: July 1, 2020

Revise the fifth paragraph of Article 420.07 of the Standard Specifications to read:

"The concrete shall be deposited uniformly across the subgrade or subbase as close as possible to its final position. The time elapsing from when the concrete is unloaded until it is incorporated into the work shall not exceed 20 minutes. When required, hand spreading shall be accomplished with shovels."

80432

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2019
Revised: January 1, 2020

Revise Section 669 of the Standard Specifications to read:

"**SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES**

669.01 Description. This work shall consist of the transportation and proper disposal of regulated substances. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their contents and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

669.02 Equipment. The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

669.03 Pre-Construction Submittals and Qualifications. Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a "Regulated Substances Pre-Construction Plan (RSPCP)" to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the Contractor(s) or firm(s) performing the work shall meet the following qualifications.

(a) Regulated Substances Monitoring. Qualification for environmental observation and field screening of regulated substances work and environmental observation of UST removal shall require either pre-qualification in Hazardous Waste by the Department or demonstration of acceptable project experience in remediation and operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements using BDE 2730.

Qualification for each individual performing regulated substances monitoring shall require a minimum of one-year of experience in similar activities as those required for the project.

(b) Underground Storage Tank Removal. Qualification for underground storage tank (UST) removal work shall require licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 21 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 21 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field and documented using BDE 2730A "Regulated Substances Pre-Construction Plan (RSPCP) Addendum" and submitted to the Engineer for approval.

CONSTRUCTION REQUIREMENTS

669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities at the contract specific work areas. As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSMDR)".

(a) Environmental Observation. Prior to beginning excavation, the Contractor shall mark the limits of the contract specific work areas. Once work begins, the monitoring personnel shall be present on-site continuously during the excavation and loading of material.

(b) Field Screening. Field screening shall be performed during the excavation and loading of material from the contract specific work areas, except for material classified according to Article 669.05(b)(1) or 669.05(c) where field screening is not required.

Field screening shall be performed with either a photoionization detector (PID) (minimum 10.6eV lamp) or a flame ionization detector (FID), and other equipment as appropriate, to monitor for potential contaminants associated with regulated substances. The PID or FID shall be calibrated on-site, and background level readings taken and recorded daily, and as field and weather conditions change. Field screen readings on the PID or FID in excess of background levels indicates the potential presence of regulated substances requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

669.05 Regulated Substances Management and Disposal. The management and disposal of soil and/or groundwater containing regulated substances shall be according to the following:

(a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in soil established pursuant to Subpart F of 35 Ill. Adm. Code 1100.605, the soil shall be managed as follows:

(1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC, but still considered within area background levels by the Engineer, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable. If the soils cannot be utilized within the right-of-way, they shall be managed and disposed of at a landfill as a non-special waste.

(2) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County identified in 35 Ill. Admin. Code 742 Appendix A. Table G, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

(3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

(4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

(5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above and the materials do not contain special waste or hazardous waste, as determined by the Engineer, the soil shall be managed and disposed of at a landfill as a non-special waste.

(6) When analytical results indicate soil is hazardous by characteristic or listing pursuant to 35 Ill. Admin. Code 721, contains radiological constituents, or the Engineer otherwise determines the soil cannot be managed according to Articles 669.05(a)(1)

through (a)(5) above, the soil shall be managed and disposed of off-site as a special waste or hazardous waste as applicable.

(b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.

(1) The pH of the soil is less than 6.25 or greater than 9.0.

(2) The soil exhibited PID or FID readings in excess of background levels.

(c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 Ill. Admin. Code 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.

(d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Ill. Admin. Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste or hazardous waste as applicable. Special waste groundwater shall be containerized and trucked to an off-site treatment facility, or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sanitary sewer or combined sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sanitary sewer or combined sewer.

Groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench, it may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority, or it shall be containerized and trucked to an off-site treatment facility as a special waste or hazardous waste. The Contractor is prohibited from discharging groundwater within the trench through a storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive

soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Contractor shall obtain all documentation including any permits and/or licenses required to transport the material containing regulated substances to the disposal facility. The Contractor shall coordinate with the Engineer on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate waste disposal approvals with the disposal facility.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). For management of special or hazardous waste, the Contractor shall provide the Engineer with documentation that the Contractor is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

Transportation and disposal of material classified according to Article 669.05(a)(5) or 669.05(a)(6) shall be completed each day so that none of the material remains on-site by the close of business, except when temporary staging has been approved.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number provided by the Bureau of Design and Environment. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill permitted for disposal of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by their permit and whether the disposal facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

669.06 Non-Special Waste Certification. An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.

(a) Definition. A waste is considered a non-special waste as long as it is not:

(1) a potentially infectious medical waste;

(2) a hazardous waste as defined in 35 Ill. Admin. Code 721;

(3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 Ill. Admin. Code 811.107;

(4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR Part 61.141;

(5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;

(6) a material subject to the waste analysis and recordkeeping requirements of 35 Ill. Admin. Code 728.107 under land disposal restrictions of 35 Ill. Admin. Code 728;

(7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or

(8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.

(b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:

(1) the means by which the generator has determined the waste is not a hazardous waste;

(2) the means by which the generator has determined the waste is not a liquid;

(3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;

(4) if the waste does not undergo testing, an explanation as to why no testing is needed;

(5) a description of the process generating the waste; and

(6) relevant material safety data sheets.

669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. Soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Temporary staging shall be accomplished within the right-of-way and the Contractor's means and methods shall be described in the approved or amended RSPCP. Staging areas shall not be located within 200 feet (61 m) of a public or private water supply well; nor within 100 feet (30 m) of sensitive environmental receptor areas, including wetlands, rivers, streams, lakes, or designated habitat zones.

The method of staging shall consist of containerization or stockpiling as applicable for the type, classification, and physical state (i.e., liquid, solid, semisolid) of the material. Materials of different classifications shall be staged separately with no mixing or co-mingling.

When containers are used, the containers and their contents shall remain intact and inaccessible to unauthorized persons until the manner of disposal is determined. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other substances that could cause the waste to be reclassified as a hazardous or special waste.

When stockpiles are used, they shall be covered with a minimum 20-mil plastic sheeting or tarps secured using weights or tie-downs. Perimeter berms or diversionary trenches shall be provided to contain and collect for disposal any water that drains from the soil. Stockpiles shall be managed to prevent or reduce potential dust generation.

When staging non-special waste, special waste, or hazardous waste, the following additional requirements shall apply:

(a) Non-Special Waste. When stockpiling soil classified according to Article 669.05(a)(1) or 669.05(a)(5), an impermeable surface barrier between the materials and the ground surface shall be installed. The impermeable barrier shall consist of a minimum 20-mil plastic liner material and the surface of the stockpile area shall be clean and free of debris prior to placement of the liner. Measures shall also be taken to limit or discourage access to the staging area.

(b) Special Waste and Hazardous Waste. Soil classified according to Article 669.05(a)(6) shall not be stockpiled but shall be containerized immediately upon generation in containers, tanks or containment buildings as defined by RCRA, Toxic Substances Control

Act (TSCA), and other applicable State or local regulations and requirements, including 35 Ill. Admin. Code Part 722, Standards Applicable to Generators of Hazardous Waste.

The staging area(s) shall be enclosed (by a fence or other structure) to restrict direct access to the area, and all required regulatory identification signs applicable to a staging area containing special waste or hazardous waste shall be deployed.

Storage containers shall be placed on an all-weather gravel-packed, asphalt, or concrete surface. Containers shall be in good condition and free of leaks, large dents, or severe rusting, which may compromise containment integrity. Containers must be constructed of, or lined with, materials that will not react or be otherwise incompatible with the hazardous or special waste contents. Containers used to store liquids shall not be filled more than 80 percent of the rated capacity. Incompatible wastes shall not be placed in the same container or comingled.

All containers shall be legibly labeled and marked using pre-printed labels and permanent marker in accordance with applicable regulations, clearly showing the date of waste generation, location and/or area of waste generation, and type of waste. The Contractor shall place these identifying markings on an exterior side surface of the container.

Storage containers shall be kept closed, and storage pads covered, except when access is needed by authorized personnel.

Special waste and hazardous waste shall be transported and disposed within 90 days from the date of generation.

669.08 Underground Storage Tank Removal. For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 Ill. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department’s Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the “owner” or “operator” of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Admin. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 Ill. Admin. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the District Environmental Studies Unit (DESU). Upon confirmation of a release of contaminants and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the IDOT District in which the tank is located and the DESU Manager).

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:

(a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank;

(b) Identify and mitigate fire, explosion and vapor hazards;

(c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and

(d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the tank excavation zone and entered into subsurface structures (such as sewers or basements).

The tank excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

669.09 Regulated Substances Final Construction Report. Not later than 90 days after completing this work, the Contractor shall submit a "Regulated Substances Final Construction Report (RSFCR)" to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

669.10 Method of Measurement. Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

669.11 Basis of Payment. The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

Regulated substances monitoring, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof to the nearest 0.5 calendar day, for REGULATED SUBSTANCES MONITORING.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for ENGINEERED BARRIER.

The work of UST removal, soil excavation, soil and content sampling, the management of excavated soil and UST content, and UST disposal, will be paid for at the contract unit price per each for UNDERGROUND STORAGE TANK REMOVAL.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for

NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon (liter) for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be paid for according to Article 109.05.

Backfill plugs will be paid for at the contract unit price per cubic yard (cubic meter) for BACKFILL PLUGS.

Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) will be paid for according to Article 109.04. The Department will not be responsible for any additional costs incurred, if mismanagement of the staging area, storage containers, or their contents by the Contractor results in excess cost expenditure for disposal or other material management requirements.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination, labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

When the waste material for disposal requires sampling for landfill disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

The work of preparing, submitting and administering a Regulated Substances Final Construction Report will be paid for at the contract lump sum price REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT."

80407

SILT FENCE, INLET FILTERS, GROUND STABILIZATION AND RIPRAP FILTER FABRIC (BDE)

Effective: November 1, 2019
Revised: April 1, 2020

Revise Article 280.02(m) and add Article 280.02(n) so the Standard Specifications read:

"(m) Above Grade Inlet Filter (Fitted)..... 1081.15(j)
(n) Above Grade Inlet Filter (Non-Fitted).....1081.15(k)"

Revise the last sentence of the first paragraph in Article 280.04(c) of the Standard Specifications to read:

"The protection shall be constructed with hay or straw bales, silt filter fence, above grade inlet filters (fitted and non-fitted), or inlet filters.

Revise the first sentence of the second paragraph in Article 280.04(c) of the Standard Specifications to read:

"When above grade inlet filters (fitted and non-fitted) are specified, they shall be of sufficient size to completely span and enclose the inlet structure."

Revise Article 1080.02 of the Standard Specifications to read:

"**1080.02 Geotextile Fabric.** The fabric for silt filter fence shall consist of woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence.

The fabric for ground stabilization shall consist of woven yarns or nonwoven filaments of polyolefins or polyesters. Woven fabrics shall be Class 2 and nonwoven fabrics shall be Class 1 according to AASHTO M 288.

The physical properties for silt fence and ground stabilization fabrics shall be according to the following.

PHYSICAL PROPERTIES			
	Silt Fence Woven [1/]	Ground Stabilization Woven [2/]	Ground Stabilization Nonwoven [2/]
Grab Strength, lb (N) [3/] ASTM D 4632	123 (550) MD 101 (450) XD	247 (1100) min. [4/]	202 (900) min. [4/]
Elongation/Grab Strain, % ASTM D 4632 [4/]	49 max.	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 [4/]	--	90 (400) min.	79 (350) min.

Puncture Strength, lb (N) ASTM D 6241 [4/]	--	494 (2200) min.	433 (1925) min.
Apparent Opening Size, Sieve No. (mm) ASTM D 4751 [5/]	30 (0.60) max.	40 (0.43) max.	40 (0.43) max.
Permittivity, sec^{-1} ASTM D 4491	0.05 min.		
Ultraviolet Stability, % retained strength after 500 hours of exposure ASTM D 4355	70 min.	50 min.	50 min.

1/ NTPEP results or manufacturer's certification to meet test requirements.

2/ NTPEP results to meet test requirements. Manufacturer shall have public release status and current reports on laboratory results in Test Data of NTPEP's DataMine.

3/ MD = Machine direction. XD = Cross-machine direction.

4/ Values represent the minimum average roll value (MARV) in the weaker principle direction, MD or XD.

5/ Values represent the maximum average roll value."

Revise Article 1080.03 of the Standard Specifications to read:

"**1080.03 Filter Fabric.** The filter fabric shall consist of woven yarns or nonwoven filaments of polyolefins or polyesters. Woven fabrics shall be Class 3 for riprap gradations RR 4 and RR 5, and Class 2 for RR 6 and RR 7 according to AASHTO M 288. Woven slit film geotextiles (i.e. geotextiles made from yarns of a flat, tape-like character) shall not be permitted. Nonwoven fabrics shall be Class 2 for riprap gradations RR 4 and RR 5, and Class 1 for RR 6 and RR 7 according to AASHTO M 288. After forming, the fabric shall be processed so that the yarns or filaments retain their relative positions with respect to each other. The fabric shall be new and undamaged.

The filter fabric shall be manufactured in widths of not less than 6 ft (2 m). Sheets of fabric may be sewn together with thread of a material meeting the chemical requirements given for the yarns or filaments to form fabric widths as required. The sheets of filter fabric shall be sewn together at the point of manufacture or another approved location.

The filter fabric shall be according to the following.

PHYSICAL PROPERTIES [1/]				
	Gradation Nos. RR 4 & RR 5		Gradation Nos. RR 6 & RR 7	
	Woven	Nonwoven	Woven	Nonwoven
Grab Strength, lb (N) ASTM D 4632 [2/]	180 (800) min.	157 (700) min.	247 (1100) min.	202 (900) min.
Elongation/Grab Strain, % ASTM D 4632 [2/]	49 max.	50 min.	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 [2/]	67 (300) min.	56 (250) min.	90 (400) min.	79 (350) min.
Puncture Strength, lb (N) ASTM D 6241 [2/]	370 (1650) min.	309 (1375) min.	494 (2200) min.	433 (1925) min.
Ultraviolet Stability, % retained strength after 500 hours of exposure - ASTM D 4355	50 min.			

1/ NTPEP results to meet test requirements. Manufacturer shall have public release status and current reports on laboratory results in Test Data of NTPEP's DataMine.

2/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

As determined by the Engineer, the filter fabric shall meet the requirements noted in the following after an onsite investigation of the soil to be protected.

Soil by Weight (Mass) Passing the No. 200 sieve (75 µm), %	Apparent Opening Size, Sieve No. (mm) - ASTM D 4751 [1/]	Permittivity, sec^{-1} ASTM D 4491
49 max.	60 (0.25) max.	0.2 min.
50 min.	70 (0.22) max.	0.1 min.

1/ Values represent the maximum average roll value."

Revise Article 1081.15(h)(3)a of the Standard Specifications to read:

"a. Inner Filter Fabric Bag. The inner filter fabric bag shall be constructed of woven yarns or nonwoven filaments made of polyolefins or polyesters with a minimum silt and debris capacity of 2.0 cu ft (0.06 cu m). Woven fabric shall be Class 3 and nonwoven fabric shall be Class 2 according to AASHTO M 288. The fabric bag shall be according to the following.

PHYSICAL PROPERTIES		
	Woven	Nonwoven
Grab Strength, lb (N) ASTM D 4632 1/	180 (800) min.	157 (700) min.
Elongation/Grab Strain, % ASTM D 4632 1/	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 1/	67 (300) min.	56 (250) min.
Puncture Strength, lb (N) ASTM D 6241 1/	370 (1650) min.	309 (1375) min.
Apparent Opening Size, Sieve No. (mm) ASTM D 4751 2/	60 (0.25) max.	
Permittivity, sec^{-1} ASTM D 4491	2.0 min.	
Ultraviolet Stability, % retained strength after 500 hours of exposure – ASTM D 4355	70 min.	

1/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

2/ Values represent the maximum average roll value."

Revise Article 1081.15(i)(1) of the Standard Specifications to read:

"(i) Urethane Foam/Geotextile. Urethane foam/geotextile shall be triangular shaped having a minimum height of 10 in. (250 mm) in the center with equal sides and a minimum 20 in. (500 mm) base. The triangular shaped inner material shall be a low density urethane foam. The outer geotextile fabric cover shall consist of woven yarns or nonwoven filaments made of polyolefins or polyesters placed around the inner material and shall extend beyond both sides of the triangle a minimum of 18 in. (450 mm). Woven filter fabric shall be Class 3 and nonwoven filter fabric shall be Class 2 according to AASHTO M 288.

(1) The geotextile shall meet the following properties.

PHYSICAL PROPERTIES		
	Woven	Nonwoven
Grab Strength, lb (N) ASTM D 4632 1/	180 (800) min.	157 (700) min.
Elongation/Grab Strain, % ASTM D 4632 1/	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 1/	67 (300) min.	56 (250) min.
Puncture Strength, lb (N) ASTM D 6241 1/	370 (1650) min.	309 (1375) min.

Apparent Opening Size, Sieve No. (mm) ASTM D 4751 2/	30 (0.60) max.
Permittivity, sec^{-1} ASTM D 4491	2.0 min.
Ultraviolet Stability, % retained strength after 500 hours of exposure – ASTM D 4355	70 min.

1/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

2/ Values represent the maximum average roll value."

Add the following to Article 1081.15(i) of the Standard Specifications.

"(3) Certification. The manufacturer shall furnish a certificate with each shipment of urethane foam/geotextile assemblies stating the amount of product furnished and that the material complies with these requirements."

Revise the title and first sentence of Article 1081.15(j) of the Standards Specifications to read:

"(j) Above Grade Inlet Filters (Fitted). Above grade inlet filters (fitted) shall consist of a rigid polyethylene frame covered with a fitted geotextile filter fabric."

Revise Article 1081.15(j)(2) of the Standard Specifications to read:

(2) Fitted Geotextile Filter Fabric. The fitted geotextile filter fabric shall consist of woven yarns or nonwoven filaments made of polyolefins or polyesters. Woven filter fabric shall be Class 3 and nonwoven filter fabric shall be Class 2 according to AASHTO M 288. The filter shall be fabricated to provide a direct fit to the frame. The top of the filter shall integrate a coarse screen with a minimum apparent opening size of 1/2 in. (13 mm) to allow large volumes of water to pass through in the event of heavy flows. The filter shall have integrated anti-buoyancy pockets capable of holding a minimum of 3.0 cu ft (0.08 cu m) of stabilization material. Each filter shall have a label with the following information sewn to or otherwise permanently adhered to the outside: manufacturer's name, product name, and lot, model, or serial number. The fitted geotextile filter fabric shall be according to the table in Article 1081.15(h)(3)a above."

Add Article 1081.15(k) to the Standard Specifications to read:

"(k) Above Grade Inlet Filters (Non-Fitted). Above grade inlet filters (non-fitted) shall consist of a geotextile fabric surrounding a metal frame. The frame shall consist of either a) a circular cage formed of welded wire mesh, or b) a collapsible aluminum frame, as described below.

(1) Frame Construction.

a) Welded Wire Mesh Frame. The frame shall consist of 6 in. x 6 in. (150 mm x 150 mm) welded wire mesh formed of #10 gauge (3.42 mm) steel conforming to ASTM A 185. The mesh shall be 30 in. (750 mm) tall and formed into a 42 in. (1.05 m) minimum diameter cylinder.

b) Collapsible Aluminum Frame. The collapsible aluminum frame shall consist of grade 6036 aluminum. The frame shall have anchor lugs that attach it to the inlet grate, which shall resist movement from water and debris. The collapsible joints of the frame shall have a locking device to secure the vertical members in place, which shall prevent the frame from collapsing while under load from water and debris.

(2) Geotextile Fabric. The geotextile fabric shall consist of woven yarns or nonwoven filaments made of polyolefins or polyesters. The woven filter fabric shall be a Class 3 and the nonwoven filter fabric shall be a Class 2 according to AASHTO M 288. The geotextile fabric shall be according to the table in Article 1081.15(h)(3)a above.

(3) Geotechnical Fabric Attachment to the Frame.

a) Welded Wire Mesh Frame. The woven or nonwoven geotextile fabric shall be wrapped 3 in. (75 mm) over the top member of a 6 in. x 6 in. (150 mm x 150 mm) welded wire mesh frame and secured with fastening rings constructed of wire conforming to ASTM A 641, A 809, A 370, and A 938 at 6 in. (150 mm) on center. The fastening rings shall penetrate both layers of geotextile and securely close around the steel mesh. The geotextile shall be secured to the sides of the welded wire mesh with fastening rings at a spacing of 1 per sq ft (11 per sq m) and securely close around a steel member.

b) Collapsible Aluminum Frame. The woven or nonwoven fabric shall be secured to the aluminum frame along the top and bottom of the frame perimeter with strips of aluminum secured to the perimeter member, such that the anchoring system provides a uniformly distributed stress throughout the geotechnical fabric.

(4) Certification. The manufacturer shall furnish a certificate with each shipment of above grade inlet filter assemblies stating the amount of product furnished and that the material complies with these requirements."

80419

SURFACE TESTING OF PAVEMENTS – IRI (BDE)

Effective: January 1, 2021
Revised: April 1, 2021

Description. This work shall consist of testing the ride quality of the finished surface of pavements, according to Illinois Test Procedure 701, "Ride Quality Testing Using the International Roughness Index (IRI)". Work shall be according to Sections 406, 407, or 420 of the Standard Specifications, except as modified herein.

Hot-Mix Asphalt (HMA) Overlays

Revise Article 406.03(h) of the Standard Specifications to read:

"(h) Pavement Surface Grinding Equipment.....1101.04"

Revise Article 406.11 of the Standard Specifications to read:

"**406.11 Surface Tests.** Prior to pavement improvements, the Engineer will measure the smoothness of the existing high-speed mainline pavement. The Contractor shall measure the smoothness of the finished high-speed mainline, low-speed mainline, and miscellaneous pavements within three days of paving. Testing shall be performed in the presence of the Engineer and according to Illinois Test Procedure 701. The pavement will be identified as high-speed mainline, low-speed mainline, or miscellaneous as follows.

(a) Test Sections

(1) High-Speed Mainline Pavement. High-speed mainline pavement shall consist of pavements, ramps, and loops with a posted speed limit greater than 45 mph. These sections shall be tested with an inertial profiling system (IPS).

(2) Low-Speed Mainline Pavement. Low-speed mainline pavement shall consist of pavements, ramps, and loops with a posted speed limit of 45 mph or less. These sections shall be tested with an IPS and analyzed using the rolling straightedge simulation in ProVAL.

(3) Miscellaneous Pavement. Miscellaneous pavement includes segments that either cannot readily be tested by an inertial profiler or conditions beyond the control of the contractor preclude the achievement of smoothness levels typically achievable with mainline pavement construction. This may include the following examples or as determined by the Engineer.

(a) Pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1,000 ft (300 m) and the pavement within the superelevation transition of such curves;

(b) Pavement on vertical curves having a length less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grade greater than or equal to 3 percent as may occur on urban ramps or other constricted-space facilities;

(c) The first and last 50 ft (15 m) of a pavement section where the Contractor is not responsible for the adjoining surface;

(d) Intersections and the 25 ft (7.6 m) before and after an intersection or end of radius return;

(e) Variable width pavements;

(f) Side street returns, to the end of radius return;

(g) Crossovers;

(h) Connector pavement from the mainline pavement expansion joint to the bridge approach slab;

(i) Bridge approach slab;

(j) Pavement that must be constructed in multiple short segments, typically defined as 600 ft (180 m) or less;

(k) Pavement within 25 ft (7.6 m) of manholes, utility structures, or other appurtenances;

(l) Turn lanes.

Miscellaneous pavement shall be tested using a 16 ft (5 m) straightedge.

(4) International Roughness Index (IRI). An index computed from a longitudinal profile measurement using a quarter-car simulation at a simulation speed of 50 mph (80 km/h).

(5) Mean Roughness Index (MRI). The average of the IRI values for the right and left wheel tracks.

(6) Areas of Localized Roughness (ALR). Isolated areas of roughness, which can cause significant increase in the calculated MRI for a given sublot.

(7) Lot. A lot will be defined as a continuous strip of pavement 1 mile (1,600 m) long and one lane wide. When the length of a continuous strip of pavement is less than 1 mile (1,600 m), that pavement will be included in an adjacent lot. Structures will be omitted when measuring pavement length, but will not be considered as a discontinuity and

the numbering of sublots will not restart. The limits of the structure shall include the entire length between the outside ends of both connector pavements.

(8) Sublot. Lots will be divided into 0.1 mile (160 m) sublots. A partial sublot greater than or equal to 264 ft (80 m) resulting from an interruption in the pavement will be subject to the same evaluation as a whole sublot. Partial sublots less than 264 ft (80 m) shall be included with the previous sublot for evaluation purposes.

(b) Corrective Work. Corrective work shall be completed according to the following.

(1) High-Speed Mainline Pavement. For high-speed mainline pavement, any 25 ft (7.6 m) interval with an ALR in excess of 150 in./mile (2,400 mm/km) will be identified by the Engineer and shall be corrected by the Contractor. Any sublot having a MRI greater than 100.0 in./mile (1,580 mm/km), including ALR, shall be corrected to reduce the MRI to the full pay threshold, or replaced at the Contractor's option.

(2) Low-Speed Mainline and Miscellaneous Pavements. Bumps in low-speed mainline pavement or miscellaneous pavement which exceed the 5/16 in. (8 mm) tolerance on a simulated 16 ft (5 m) straightedge will be identified by the Engineer and shall be corrected by the Contractor.

Corrective work shall be completed with pavement surface grinding equipment or by removing and replacing the pavement. Corrective work shall be applied to the full lane width. When completed, the corrected area shall have uniform texture and appearance, with the beginning and ending of the corrected area normal to the centerline of the paved surface.

Upon completion of the corrective work, the surface of the sublot(s) shall be retested. The Contractor shall furnish the data and reports to the Engineer within 2 working days after corrections are made. If the MRI and/or ALR still do not meet the requirements, additional corrective work shall be performed. For sublot(s) that are replaced, assessments will be based on the MRI determined after replacement.

Corrective work shall be at no additional cost to the Department.

(c) Smoothness Assessments. Assessments will be paid to or deducted from the Contractor for each sublot of mainline pavement per the Smoothness Assessment Schedule. Assessments will be based on the MRI of each sublot prior to performing any corrective work unless the Contractor has chosen to remove and replace the sublot. For sublots that are replaced, assessments will be based on the MRI determined after replacement.

(1) High-Speed Mainline Pavement. The upper MRI thresholds for high-speed mainline pavement are dependent on the MRI of the existing pavement before construction (MRI_0) and shall be determined as follows.

Upper MRI Thresholds [1/]	MRI Thresholds (High-Speed, HMA Overlay)

	$MRI_0 \leq 125.0$ in./mile (≤ 1,975 mm/km)	$MRI_0 > 125.0$ in./mile [1/] (> 1,975 mm/km)
Incentive (MRI_I)	45.0 in./mile (710 mm/km)	$0.2 \times MRI_0 + 20$
Full Pay (MRI_F)	75.0 in./mile (1,190 mm/km)	$0.2 \times MRI_0 + 50$
Disincentive (MRI_D)	100.0 in./mile (1,975 mm/km)	$0.2 \times MRI_0 + 75$

1/ MRI_0, MRI_I, MRI_F, and MRI_D shall be in in./mile for calculation.

Smoothness assessments for high-speed mainline pavement shall be determined as follows.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, HMA Overlay)	
Mainline Pavement MRI Range	Assessment Per Sublot [1/]
$MRI \leq MRI_I$	$+ (MRI_I - MRI) \times \$33.00$ [2/]
$MRI_I < MRI \leq MRI_F$	+ \$0.00
$MRI_F < MRI \leq MRI_D$	$- (MRI - MRI_F) \times \$20.00$
$MRI > MRI_D$	– \$500.00

1/ MRI, MRI_I, MRI_F, and MRI_D shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$500.00.

Smoothness assessments will not be paid or deducted until all other contract requirements for the pavement are satisfied. Pavement that is corrected or replaced for reasons other than smoothness, shall be retested as stated herein."

Hot-Mix Asphalt (HMA) Pavement (Full-Depth)

Revise the first paragraph of Article 407.03 of the Standard Specifications to read:

"**407.03 Equipment.** Equipment shall be according to Article 406.03."

Revise Article 407.09 of the Standard Specifications to read:

"**407.09 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows:

The testing of the existing pavement prior to improvements shall not apply and the smoothness assessment for high-speed mainline pavement shall be determined according to the following table.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, Full-Depth HMA)

Mainline Pavement MRI, in./mile (mm/km)	Assessment Per Sublot [1/]
≤ 45.0 (710)	+ (45 – MRI) × $80.00 [2/]
> 45.0 (710) to 75.0 (1,190)	+ $0.00
> 75.0 (1,190) to 100.0 (1,580)	– (MRI – 75) × $30.00
> 100.0 (1,580)	– $750.00

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed $1,200.00."

Portland Cement Concrete Pavement

Delete Article 420.03(i) of the Standard Specifications.

Revise Article 420.03(j) of the Standard Specifications to read:

"(i) Coring Machine (Note 1)"

Revise Article 420.10 of the Standard Specifications to read:

"**420.10 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows.

The testing of the existing pavement prior to improvements shall not apply. The Contractor shall measure the smoothness of the finished surface of the pavement after the pavement has attained a flexural strength of 250 psi (3,800 kPa) or a compressive strength of 1,600 psi (20,700 kPa).

Membrane curing damaged during testing shall be repaired as directed by the Engineer at no additional cost to the Department.

(a) Corrective Work. No further texturing for skid resistance will be required for areas corrected by grinding. Protective coat shall be reapplied to ground areas according to Article 420.18 at no additional cost to the Department.

Pavement corrected by removal and replacement, shall be corrected in full panel sizes.

(b) Smoothness Assessments. Smoothness assessment for high-speed mainline pavement shall be determined as follows.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, PCC)	
Mainline Pavement MRI, in./mile (mm/km) [3/]	Assessment Per Sublot [1/]
≤ 45.0 (710)	+ (45 – MRI) × $120.00 [2/]

> 45.0 (710) to 75.0 (1,190)	+ $0.00
> 75.0 (1,190) to 100.0 (1,580)	– (MRI – 75) × $45.00
> 100.0 (1,580)	– $1,125.00

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed $1,800.00.

3/ If pavement is constructed with traffic in the lane next to it, then an additional 10 in./mile will be added to the upper thresholds."

Testing Equipment

Delete Article 1101.10 of the Standard Specifications.

80435

TEMPORARY PAVEMENT MARKING (BDE)

Effective: April 1, 2012
Revised: April 1, 2017

Revise Article 703.02 of the Standard Specifications to read:

"**703.02 Materials.** Materials shall be according to the following.

(a) Pavement Marking Tape, Type I and Type III 1095.06
(b) Paint Pavement Markings 1095.02
(c) Pavement Marking Tape, Type IV ..... 1095.11"

Revise the second paragraph of Article 703.05 of the Standard Specifications to read:

"Type I marking tape or paint shall be used at the option of the Contractor, except paint shall not be applied to the final wearing surface unless authorized by the Engineer for late season applications where tape adhesion would be a problem. Type III or Type IV marking tape shall be used on the final wearing surface when the temporary pavement marking will conflict with the permanent pavement marking such as on tapers, crossovers and lane shifts."

Revise Article 703.07 of the Standard Specifications to read:

"**703.07 Basis of Payment.** This work will be paid for as follows.

a) Short Term Pavement Marking. Short term pavement marking will be paid for at the contract unit price per foot (meter) for SHORT TERM PAVEMENT MARKING. Removal of short term pavement markings will be paid for at the contract unit price per square foot (square meter) for SHORT TERM PAVEMENT MARKING REMOVAL.

b) Temporary Pavement Marking. Where the Contractor has the option of material type, temporary pavement marking will be paid for at the contract unit price per foot (meter) for TEMPORARY PAVEMENT MARKING of the line width specified, and at the contract unit price per square foot (square meter) for TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS.

Where the Department specifies the use of pavement marking tape, the Type III or Type IV temporary pavement marking will be paid for at the contract unit price per foot (meter) for PAVEMENT MARKING TAPE, TYPE III or PAVEMENT MARKING TAPE, TYPE IV of the line width specified and at the contract unit price per square feet (square meter) for PAVEMENT MARKING TAPE, TYPE III - LETTERS AND SYMBOLS or PAVEMENT MARKING TAPE, TYPE IV – LETTERS AND SYMBOLS.

Removal of temporary pavement markings will be paid for at the contract unit price per square foot (square meter) for TEMPORARY PAVEMENT MARKING REMOVAL.

When temporary pavement marking is shown on the Standard, the cost of the temporary pavement marking and its removal will be included in the cost of the Standard."

Add the following to Section 1095 of the Standard Specifications:

"**1095.11 Pavement Marking Tape, Type IV.** The temporary, preformed, patterned markings shall consist of a white or yellow tape with wet retroreflective media incorporated to provide immediate and continuing retroreflection during both wet and dry conditions. The tape shall be manufactured without the use of heavy metals including lead chromate pigments or other similar, lead-containing chemicals.

The white and yellow Type IV marking tape shall meet the Type III requirements of Article 1095.06 and the following.

(a) Composition. The retroreflective pliant polymer pavement markings shall consist of a mixture of high-quality polymeric materials, pigments and glass beads distributed throughout its base cross-sectional area, with a layer of wet retroreflective media bonded to a durable polyurethane topcoat surface. The patterned surface shall have approximately 40% ± 10% of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed beads or particles.

(b) Retroreflectance. The white and yellow markings shall meet the following for initial dry and wet retroreflectance.

(1) Dry Retroreflectance. Dry retroreflectance shall be measured under dry conditions according to ASTM D 4061 and meet the values described in Article 1095.06 for Type III tape.

(2) Wet Retroreflectance. Wet retroreflectance shall be measured under wet conditions according to ASTM E 2177 and meet the values shown in the following table.

Wet Retroreflectance, Initial R_L

Color	R_L 1.05/88.76
White	300
Yellow	200

(c) Color. The material shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and a two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 minimum
*Yellow	36-59

*Shall match Federal 595 Color No. 33538 and the chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

(d) Skid Resistance. The surface of the markings shall provide an average minimum skid resistance of 50 BPN when tested according to ASTM E 303.

(e) Sampling, Testing, Acceptance, and Certification. Prior to approval and use of the wet reflective, temporary, removable pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The certification test report shall state the lot tested, manufacturer's name, and date of manufacture.

After approval by the Department, samples and certification by the manufacturer shall be submitted for each batch used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, manufacturer's name, and date of manufacture.

All costs of testing (other than tests conducted by the Department) shall be borne by the manufacturer."

80298

TRAFFIC CONTROL DEVICES - CONES (BDE)

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

"(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts."

Revise Article 1106.02(b) of the Standard Specifications to read:

"(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer's specifications such that they are not moved by wind or passing traffic."

80409

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012
Revised: April 1, 2016

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"**1102.01 Hot-Mix Asphalt Plant.** The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(11) Equipment for Warm Mix Technologies.

a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

(1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.

(2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288

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

Illinois Department of Transportation

Storm Water Pollution Prevention Plan

Route	Marked Route	Section Number
Various		21-00108-00-RS
Project Number	**County**	**Contract Number**
	Cook	

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature	Date
	2/12/21

Print Name	Title	Agency
Alan Wenderski	Village Engineer	Village of Hoffman Estates

Note: Guidance on preparing each section of BDE 2342 can be found in Chapter 41 of the IDOT Bureau of Design and Environment (BDE) Manual. Chapter 41 and this form also reference the IDOT Drainage Manual which should be readily available.

I. Site Description:

A. Provide a description of the project location; include latitude and longitude, section, town, and range:

Various streets in Hoffman Estates (42d2'24" N, 88d4'47" W)

B. Provide a description of the construction activity which is the subject of this plan. Include the number of construction stages, drainage improvements, in-stream work, installation, maintenance, removal of erosion measures, and permanent stabilization:

Reconstruction and resurfacing of various existing streets in Hoffman Estates

C. Provide the estimated duration of this project:

8 months

D. The total area of the construction site is estimated to be 50 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 30 acres.

E. The following are weighted averages of the runoff coefficient for this project before and after construction activities are completed; see Section 4-102 of the IDOT Drainage Manual:

0.9

F. List all soils found within project boundaries; include map unit name, slope information, and erosivity:

Silty Clay, Clay Loam, Topsoil

G. If wetlands were delineated for this project, provide an extent of wetland acreage at the site; see Phase I report:

N/A

H. Provide a description of potentially erosive areas associated with this project:

Parkway areas that are to be graded

I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g., steepness of slopes, length of slopes, etc.):

Topsoil in graded areas will remain on-site and be stabilized as soon as possible

J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) , and locations where storm water is discharged to surface water including wetlands.

K. Identify who owns the drainage system (municipality or agency) this project will drain into:

Village of Hoffman Estates

L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located:

Village of Hoffman Estates

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. In addition, include receiving waters that are listed as Biologically Significant Streams by the Illinois Department of Natural Resources (IDNR). The location of the receiving waters can be found on the erosion and sediment control plans:

Poplar Creek, Salt Creek

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes (i.e., 1:3 or steeper), highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc. Include any commitments or requirements to protect adjacent wetlands.

For any storm water discharges from construction activities within 50-feet of Waters of the U.S. (except for activities for water-dependent structures authorized by a Section 404 permit, describe: a) How a 50-foot undisturbed natural buffer will be provided between the construction activity and the Waters of the U.S. or b) How additional erosion and sediment controls will be provided within that area.

Established turf areas to be remain undisturbed as much as possible. No steep slopes will be disturbed.

O. Per the Phase I document, the following sensitive environmental resources are associated with this project and may have the potential to be impacted by the proposed development. Further guidance on these resources is available in Section 41-4 of the BDE Manual.

☐ 303(d) Listed receiving waters for suspended solids, turbidity, or siltation.
The name(s) of the listed water body, and identification of all pollutants causing impairment:

Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

☐ Applicable Federal, Tribal, State, or Local Programs

☐ Floodplain

☐ Historic Preservation

☐ Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation

TMDL (fill out this section if checked above)

The name(s) of the listed water body:

Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

☐ Threatened and Endangered Species/Illinois Natural Areas (INAI)/Nature Preserves

☐ Other

☐ Wetland

P. The following pollutants of concern will be associated with this construction project:

- ☒ Antifreeze / Coolants
- ☒ Concrete
- ☒ Concrete Curing Compounds
- ☒ Concrete Truck Waste
- ☒ Fertilizers / Pesticides
- ☐ Paints
- ☒ Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)
- ☒ Soil Sediment
- ☒ Solid Waste Debris
- ☐ Solvents
- ☒ Waste water from cleaning construction equipments
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in Section I.C above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. **Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed and maintained to:

1. Minimize the amount of soil exposed during construction activity;
2. Minimize the disturbance of steep slopes;
3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
4. Minimize soil compaction and, unless infeasible, preserve topsoil.

B. **Stabilization Practices:** Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II.B.1 and II.B.2, stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.

2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- ☒ Erosion Control Blanket / Mulching
- ☐ Geotextiles
- ☒ Permanent Seeding
- ☐ Preservation of Mature Seeding
- ☐ Protection of Trees
- ☒ Sodding
- ☐ Temporary Erosion Control Seeding
- ☐ Temporary Turf (Seeding, Class 7)
- ☐ Temporary Mulching
- ☐ Vegetated Buffer Strips
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____

Describe how the stabilization practices listed above will be utilized during construction:

Minimize the disturbance to established turf areas. Topsoil areas to be permanently seeded or sodded as soon as possible.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

Permanent seeding / sodding

C. **Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- ☐ Aggregate Ditch
- ☐ Concrete Revetment Mats
- ☐ Dust Suppression
- ☐ Dewatering Filtering
- ☐ Gabions
- ☐ In-Stream or Wetland Work
- ☐ Level Spreaders
- ☐ Paved Ditch
- ☐ Permanent Check Dams
- ☐ Perimeter Erosion Barrier
- ☐ Permanent Sediment Basin
- ☐ Retaining Walls
- ☐ Riprap
- ☐ Rock Outlet Protection
- ☐ Sediment Trap
- ☒ Storm Drain Inlet Protection
- ☐ Stabilized Construction Exits
- ☐ Stabilized Trench Flow
- ☐ Slope Mattress
- ☐ Slope Walls
- ☐ Temporary Ditch Check
- ☐ Temporary Pipe Slope Drain
- ☐ Temporary Sediment Basin
- ☐ Temporary Stream Crossing
- ☐ Turf Reinforcement Mats
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____

Describe how the structural practices listed above will be utilized during construction:

All storm sewers inlets within and adjacent to project area will have inlet filters installed and maintained.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Inlet filters to be removed once all ground has been permanently stabilized.

D. **Treatment Chemicals**

Will polymer flocculants or treatment chemicals be utilized on this project: ☐ Yes ☒ No

If *yes* above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

E. **Permanent (i.e., Post-Construction) Storm Water Management Controls:** Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed.The installation of these devices may be subject to Section 404 of the Clean Water Act.

1. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

   The practices selected for implementation were determined based on the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT BDE Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of permanent storm water management controls:

Installation of storm catch basins

F. **Approved State or Local Laws:** The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the IEPA's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

Inlet filters are specified for all storm sewers. Sweeping of adjacent streets if tracking of material from project site.

G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342A.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
   - Approximate duration of the project, including each stage of the project
   - Rainy season, dry season, and winter shutdown dates
   - Temporary stabilization measures to be employed by contract phases
   - Mobilization time-frame
   - Mass clearing and grubbing/roadside clearing dates
   - Deployment of Erosion Control Practices
   - Deployment of Sediment Control Practices (including stabilized cons

- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operation
- Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
- Permanent stabilization activities for each area of the project

2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
   - Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
   - Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
   - Material Delivery, Storage and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
   - Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
   - Waste Disposal - Discuss methods of waste disposal that will be used for this project.
   - Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
   - Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
   - Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
   - Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
   - Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
   - Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
   - Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
   - Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides (e.g., IDOT Erosion and Sediment Control Field Guide) to the Contractor for the practices associated with this project. Describe how all items will be checked for structural integrity, sediment accumulation and functionality. Any damage or undermining shall be repaired immediately. Provide specifics on how repairs will be made. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

Inlet filters to be inspected and kept clear regularly.

IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site including Borrow, Waste, and Use Areas, which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report, BC 2259. Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5” or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax

within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:
Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.

Illinois Department of Transportation

Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route	Marked Route	Section Number
Various		21-00108-00-RS

Project Number	County	Contract Number
	Cook	

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Additionally, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

☐ Contractor
☐ Sub-Contractor

Signature	Date

Print Name	Title

Name of Firm	Phone

Street Address	City	State	Zip Code

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP

ASTM D4972 (pH Test)

Project Name: Hoffman Estates 2020 Street Revitalization Project — Date Tested: 12/03/2020

Site Address: Carthage Lane – Hoffman Estates — Client Name: VOHE

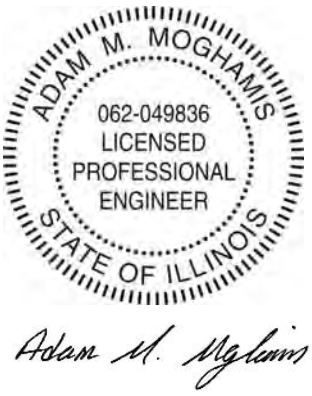
Weather: Cloudy Temperature: 33ºF — AGI Job No.: 20-177

Description of Operations

On November 30, 2020, one soil sample was collected using a hand-push soil sampler device. The soil sample was taken to Applied GeoScience, Inc.'s (AGI) laboratory to perform a pH test in accordance with ASTM Standard D4972 using a Thermo Scientific Orion Star A111 Benchtop and Star A121 Portable pH Meter.

The soil sample was taken at an approximate depths of 1.0 to 3.5 feet below the existing ground surface. The sample was taken at the address 155 Carthage Lane in Hoffman Estates, as shown on the LPC-662 Form.

A pH level of 8.2 was recorded. The test result was within the acceptable value limits in accordance with 35 III. Adm. Code 1100. The LPC-662 form is attached.



Exp. 11-30-2021

Applied GeoScience, Inc.

Inspected By: Adam Moghamis, P.E.
Brenda Lodyga

2385 Hammond Drive, Suite 6 – Schaumburg, IL 60173 ❖ Tel:(847) 303-0300 Fax:(847) 303-0900

Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662 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 source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 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 fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Proposed Street Improvements Office Phone Number, if available: _____

Physical Site Location (Street, Road): 155 Carthage Lane

City: Hoffman Estates State: IL Zip Code: 60169

County: Cook Township: _____

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

Latitude: 42.0423767 (Decimal Degrees) Longitude: -88.0761832 (-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

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

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:	Village of Hoffman Estates	Name:	
Street Address:	1900 Hassell Road	Street Address:	
PO Box:		PO Box:	
City:	Hoffman Estates State: IL	City:	State:
Zip Code:	60169 Phone:	Zip Code:	Phone:
Contact:	Mr. Alan Wenderski	Contact:	
Email, if available:	alan.wenderski@hoffmanestates.org	Email, if available:	

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.

Project Name: Proposed Street Improvements

Latitude: 42.0423767 Longitude: -88.0761832

(Decimal Degrees) (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 0

The source site has historically been a residential area. Before that, it is likely that the site was used as farmland or was uninhabited.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1

Soil pH is 8.2 as shown on the attached report.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I The Village of Hoffman Estates (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all 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.

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))

(•) Owner ( ) Operator

( ) Owner's Duly Authorized Representative ( ) Operator's Duly Authorized Representative

Alan Wenderski

Printed Name

Signature Date

ASTM D4972 (pH Test)

Project Name: Hoffman Estates 2020 Street Revitalization Project — Date Tested: 12/01/2020

Site Address: Flagstaff Lane – Hoffman Estates — Client Name: VOHE

Weather: Cloudy Temperature: 33ºF — AGI Job No.: 20-177

Description of Operations

On November 30, 2020, one soil sample was collected using a hand-push soil sampler device. The soil sample was taken to Applied GeoScience, Inc.'s (AGI) laboratory to perform a pH test in accordance with ASTM Standard D4972 using a Thermo Scientific Orion Star A111 Benchtop and Star A121 Portable pH Meter.

The soil sample was taken at an approximate depths of 1.0 to 3.5 feet below the existing ground surface. The sample was taken at the address 745 Olive Street in Hoffman Estates, as shown on the LPC-662 Form.

A pH level of 8.1 was recorded. The test result was within the acceptable value limits in accordance with 35 III. Adm. Code 1100. The LPC-662 form is attached.

Exp. 11-30-2021

Applied GeoScience, Inc.

Inspected By: Adam Moghamis, P.E.
Brenda Lodyga

2385 Hammond Drive, Suite 6 – Schaumburg, IL 60173 ❖ Tel:(847) 303-0300 Fax:(847) 303-0900

Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662 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 source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 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 fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Proposed Street Improvements Office Phone Number, if available: _____

Physical Site Location (Street, Road): 745 Olive Street

City: Hoffman Estates State: IL Zip Code: 60169

County: Cook Township: _____

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

Latitude: 42.0405596 (Decimal Degrees) Longitude: -88.0911946 (-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

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

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:	Village of Hoffman Estates	Name:	
Street Address:	1900 Hassell Road	Street Address:	
PO Box:		PO Box:	
City:	Hoffman Estates State: IL	City:	State:
Zip Code:	60169 Phone:	Zip Code:	Phone:
Contact:	Mr. Alan Wenderski	Contact:	
Email, if available:	alan.wenderski@hoffmanestates.org	Email, if available:	

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.

Project Name: Proposed Street Improvements

Latitude: 42.0405596 (Decimal Degrees) Longitude: -88.0911946 (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 0

The source site has historically been a residential area. Before that, it is likely that the site was used as farmland or was uninhabited.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1

Soil pH is 8.1 as shown on the attached report.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I The Village of Hoffman Estates (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all 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.

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))

- (●) Owner
- ( ) Operator
- ( ) Owner's Duly Authorized Representative
- ( ) Operator's Duly Authorized Representative

Alan Wenderski
Printed Name

Signature

Date

ASTM D4972 (pH Test)

Project Name: Hoffman Estates 2020 Street Revitalization Project — Date Tested: 12/03/2020

Site Address: Alpine Lane – Hoffman Estates — Client Name: VOHE

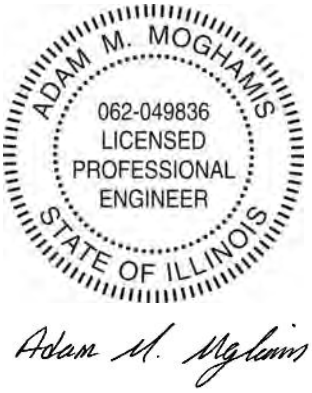
Weather: Cloudy Temperature: 33ºF — AGI Job No.: 20-177

Description of Operations

On November 30, 2020, one soil sample was collected while performing soil borings for the above referenced project. The soil sample was taken to Applied GeoScience, Inc.'s (AGI) laboratory to perform a pH test in accordance with ASTM Standard D4972 using a Thermo Scientific Orion Star A111 Benchtop and Star A121 Portable pH Meter.

The soil sample was taken at an approximate depths of 1.0 to 3.5 feet below the existing ground surface. The sample was taken from Boring AB-3 at the address 340 Alpine Lane in Hoffman Estates, as shown on the LPC-662 Form.

A pH level of 8.8 was recorded. The test result was within the acceptable value limits in accordance with 35 III. Adm. Code 1100. The LPC-662 form is attached.



Exp. 11-30-2021

Applied GeoScience, Inc.

Inspected By: Adam Moghamis, P.E.
Brenda Lodyga

2385 Hammond Drive, Suite 6 – Schaumburg, IL 60173 ❖ Tel:(847) 303-0300 Fax:(847) 303-0900

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Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662 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 source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 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 fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Proposed Street Improvements Office Phone Number, if available: _____

Physical Site Location (Street, Road): 340 Alpine Lane

City: Hoffman Estates State: IL Zip Code: 60169

County: Cook Township: _____

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

Latitude: 42.042223 (Decimal Degrees) Longitude: -88.071211 (-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

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

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:	Village of Hoffman Estates	Name:	
Street Address:	1900 Hassell Road	Street Address:	
PO Box:		PO Box:	
City:	Hoffman Estates State: IL	City:	State:
Zip Code:	60169 Phone:	Zip Code:	Phone:
Contact:	Mr. Alan Wenderski	Contact:	
Email, if available:	alan.wenderski@hoffmanestates.org	Email, if available:	

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.

Project Name: Proposed Street Improvements

Latitude: 42.042223 Longitude: -88.071211

(Decimal Degrees) (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 0

The source site has historically been a residential area. Before that, it is likely that the site was used as farmland or was uninhabited.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1

Soil pH is 8.8 as shown on the attached report.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I The Village of Hoffman Estates (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all 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.

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))

- (●) Owner
- ( ) Operator
- ( ) Owner's Duly Authorized Representative
- ( ) Operator's Duly Authorized Representative

Alan Wenderski

Printed Name

Signature

Date

ASTM D4972 (pH Test)

Project Name: Hoffman Estates 2020 Street Revitalization Project — Date Tested: 12/07/2020

Site Address: Beacon Court – Hoffman Estates — Client Name: VOHE

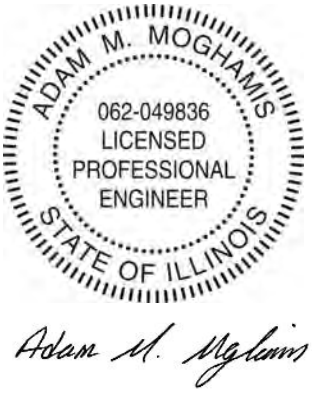
Weather: Partly Cloudy — Temperature: 41ºF — AGI Job No.: 20-177

Description of Operations

On December 4, 2020, one soil sample was collected using a hand-push soil sampler device. The soil sample was taken to Applied GeoScience, Inc.'s (AGI) laboratory to perform a pH test in accordance with ASTM Standard D4972 using a Thermo Scientific Orion Star A111 Benchtop and Star A121 Portable pH Meter.

The soil sample was taken at an approximate depths of 1.0 to 3.5 feet below the existing ground surface. The sample was taken at the address 4410 Beacon Court in Hoffman Estates, as shown on the LPC-662 Form.

A pH level of 8.5 was recorded. The test result was within the acceptable value limits in accordance with 35 III. Adm. Code 1100. The LPC-662 form is attached.



Exp. 11-30-2021

Applied GeoScience, Inc.

Inspected By: Adam Moghamis, P.E.
Brenda Lodyga

Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662 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 source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 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 fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Proposed Street Improvements Office Phone Number, if available: _____

Physical Site Location (Street, Road): 4410 Beacon Court

City: Hoffman Estates State: IL Zip Code: 60192

County: Cook Township: _____

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

Latitude: 42.103897 (Decimal Degrees) Longitude: -88.122705 (-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

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

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:	Village of Hoffman Estates	Name:	
Street Address:	1900 Hassell Road	Street Address:	
PO Box:		PO Box:	
City:	Hoffman Estates State: IL	City:	State:
Zip Code:	60169 Phone:	Zip Code:	Phone:
Contact:	Mr. Alan Wenderski	Contact:	
Email, if available:	alan.wenderski@hoffmanestates.org	Email, if available:	

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.

Project Name: Proposed Street Improvements

Latitude: 42.103897 Longitude: -88.122705

(Decimal Degrees) (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 0

The source site has historically been a residential area. Before that, it is likely that the site was used as farmland or was uninhabited.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1

Soil pH is 8.5 as shown on the attached report.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I The Village of Hoffman Estates (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all 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.

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))

- (•) Owner
- ( ) Operator
- ( ) Owner's Duly Authorized Representative
- ( ) Operator's Duly Authorized Representative

Alan Wenderski

Printed Name

Signature

Date

ASTM D4972 (pH Test)

Project Name: Hoffman Estates 2020 Street Revitalization Project — Date Tested: 12/04/2020

Site Address: Cochise Street – Hoffman Estates — Client Name: VOHE

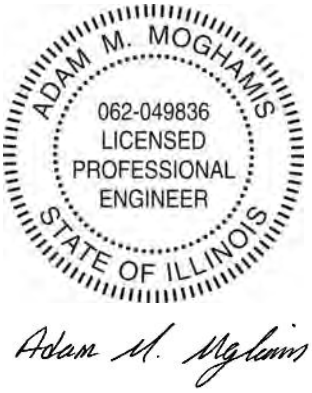
Weather: Cloudy Temperature: 33ºF — AGI Job No.: 20-177

Description of Operations

On December 3, 2020, one soil sample was collected while performing soil borings for the above referenced project. The soil sample was taken to Applied GeoScience, Inc.'s (AGI) laboratory to perform a pH test in accordance with ASTM Standard D4972 using a Thermo Scientific Orion Star A111 Benchtop and Star A121 Portable pH Meter.

The soil sample was taken at an approximate depths of 1.0 to 3.5 feet below the existing ground surface. The sample was taken from Boring CB-3 at the address 745 Cochise Street in Hoffman Estates, as shown on the LPC-662 Form.

A pH level of 7.8 was recorded. The test result was within the acceptable value limits in accordance with 35 III. Adm. Code 1100. The LPC-662 form is attached.



Exp. 11-30-2021

Applied GeoScience, Inc.

Inspected By: Adam Moghamis, P.E.
Brenda Lodyga

Illinois Environmental Protection Agency

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Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662 Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

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This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Proposed Street Improvements Office Phone Number, if available: _____

Physical Site Location (Street, Road): 745 Cochise Street

City: Hoffman Estates State: IL Zip Code: 60169

County: Cook Township: _____

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

Latitude: 42.040754 (Decimal Degrees) Longitude: -88.077715 (-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

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

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:	Village of Hoffman Estates	Name:	
Street Address:	1900 Hassell Road	Street Address:	
PO Box:		PO Box:	
City:	Hoffman Estates State: IL	City:	State:
Zip Code:	60169 Phone:	Zip Code:	Phone:
Contact:	Mr. Alan Wenderski	Contact:	
Email, if available:	alan.wenderski@hoffmanestates.org	Email, if available:	

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.

Project Name: Proposed Street Improvements

Latitude: 42.040754 Longitude: -88.077715

(Decimal Degrees) (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 0

The source site has historically been a residential area. Before that, it is likely that the site was used as farmland or was uninhabited.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1

Soil pH is 7.8 as shown on the attached report.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I The Village of Hoffman Estates (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all 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.

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))

- (●) Owner
- ( ) Operator
- ( ) Owner's Duly Authorized Representative
- ( ) Operator's Duly Authorized Representative

Alan Wenderski

Printed Name

Signature

Date

ASTM D4972 (pH Test)

Project Name: Hoffman Estates 2020 Street Revitalization Project — Date Tested: 12/04/2020

Site Address: Devonshire Lane – Hoffman Estates — Client Name: VOHE

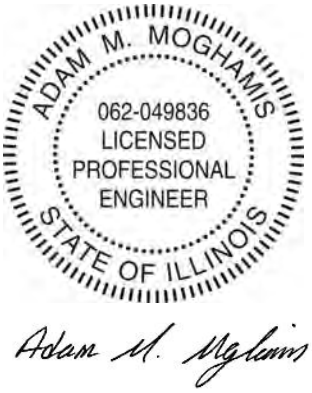
Weather: Cloudy Temperature: 33ºF — AGI Job No.: 20-177

Description of Operations

On December 3, 2020, one soil sample was collected while performing soil borings for the above referenced project. The soil sample was taken to Applied GeoScience, Inc.'s (AGI) laboratory to perform a pH test in accordance with ASTM Standard D4972 using a Thermo Scientific Orion Star A111 Benchtop and Star A121 Portable pH Meter.

The soil sample was taken at an approximate depths of 1.0 to 3.5 feet below the existing ground surface. The sample was taken from Boring DB-4 at the address 1320 Devonshire Lane in Hoffman Estates, as shown on the LPC-662 Form.

A pH level of 8.4 was recorded. The test result was within the acceptable value limits in accordance with 35 III. Adm. Code 1100. The LPC-662 form is attached.



Exp. 11-30-2021

Applied GeoScience, Inc.

Inspected By: Adam Moghamis, P.E.
Brenda Lodyga

Illinois Environmental Protection Agency

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Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662 Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

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This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Proposed Street Improvements Office Phone Number, if available: _____

Physical Site Location (Street, Road): 1320 Devonshire Lane

City: Hoffman Estates State: IL Zip Code: 60169

County: Cook Township: _____

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

Latitude: 42.053423 (Decimal Degrees) Longitude: -88.112381 (-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

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

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:	Village of Hoffman Estates	Name:	
Street Address:	1900 Hassell Road	Street Address:	
PO Box:		PO Box:	
City:	Hoffman Estates State: IL	City:	State:
Zip Code:	60169 Phone:	Zip Code:	Phone:
Contact:	Mr. Alan Wenderski	Contact:	
Email, if available:	alan.wenderski@hoffmanestates.org	Email, if available:	

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.

Project Name: Proposed Street Improvements

Latitude: 42.053423 Longitude: -88.112381

(Decimal Degrees) (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 0

The source site has historically been a residential area. Before that, it is likely that the site was used as farmland or was uninhabited.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1

Soil pH is 8.4 as shown on the attached report.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I The Village of Hoffman Estates (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all 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.

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))

- (•) Owner
- ( ) Operator
- ( ) Owner's Duly Authorized Representative
- ( ) Operator's Duly Authorized Representative

Alan Wenderski

Printed Name

Signature

Date

ASTM D4972 (pH Test)

Project Name: Hoffman Estates 2020 Street Revitalization Project — Date Tested: 12/07/2020

Site Address: Greystone Place – Hoffman Estates — Client Name: VOHE

Weather: Partly Cloudy — Temperature: 41ºF — AGI Job No.: 20-177

Description of Operations

On December 4, 2020, one soil sample was collected using a hand-push soil sampler device. The soil sample was taken to Applied GeoScience, Inc.'s (AGI) laboratory to perform a pH test in accordance with ASTM Standard D4972 using a Thermo Scientific Orion Star A111 Benchtop and Star A121 Portable pH Meter.

The soil sample was taken at an approximate depths of 1.0 to 3.5 feet below the existing ground surface. The sample was taken at the address 2130 Greystone Place in Hoffman Estates, as shown on the LPC-662 Form.

A pH level of 8.5 was recorded. The test result was within the acceptable value limits in accordance with 35 III. Adm. Code 1100. The LPC-662 form is attached.

Exp. 11-30-2021

Applied GeoScience, Inc.

Inspected By: Adam Moghamis, P.E.
Brenda Lodyga

Illinois Environmental Protection Agency

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Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662 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 source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 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 fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Proposed Street Improvements Office Phone Number, if available: _____

Physical Site Location (Street, Road): 2130 Greystone Place

City: Hoffman Estates State: IL Zip Code: 60169

County: Cook Township: _____

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

Latitude: 42.061090 (Decimal Degrees) Longitude: -88.132168 (-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

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

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:	Village of Hoffman Estates	Name:	
Street Address:	1900 Hassell Road	Street Address:	
PO Box:		PO Box:	
City:	Hoffman Estates State: IL	City:	State:
Zip Code:	60169 Phone:	Zip Code:	Phone:
Contact:	Mr. Alan Wenderski	Contact:	
Email, if available:	alan.wenderski@hoffmanestates.org	Email, if available:	

Project Name: Proposed Street Improvements

Latitude: 42.061090 Longitude: -88.132168

(Decimal Degrees) (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 0

The source site has historically been a residential area. Before that, it is likely that the site was used as farmland or was uninhabited.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1

Soil pH is 8.4 as shown on the attached report.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I The Village of Hoffman Estates (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all 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.

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))

- (●) Owner
- ( ) Operator
- ( ) Owner's Duly Authorized Representative
- ( ) Operator's Duly Authorized Representative

Alan Wenderski

Printed Name

Signature

Date

ASTM D4972 (pH Test)

Project Name: Hoffman Estates 2020 Street Revitalization Project — Date Tested: 12/16/2020

Site Address: Crab Orchard Drive – Hoffman Estates — Client Name: VOHE

Weather: Cloudy Temperature: 33ºF — AGI Job No.: 20-177

Description of Operations

On December 15, 2020, one soil sample was collected using a hand-push soil sampler device. The soil sample was taken to Applied GeoScience, Inc.'s (AGI) laboratory to perform a pH test in accordance with ASTM Standard D4972 using a Thermo Scientific Orion Star A111 Benchtop and Star A121 Portable pH Meter.

The soil sample was taken at an approximate depths of 1.0 to 3.5 feet below the existing ground surface. The sample was taken at the address 4524 Crab Orchard Drive in Hoffman Estates, as shown on the LPC-662 Form.

A pH level of 8.6 was recorded. The test result was within the acceptable value limits in accordance with 35 III. Adm. Code 1100. The LPC-662 form is attached.

Exp. 11-30-2021

Applied GeoScience, Inc.

Inspected By: Adam Moghamis, P.E.
Brenda Lodyga

Illinois Environmental Protection Agency

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This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Proposed Street Improvements Office Phone Number, if available: _____

Physical Site Location (Street, Road): 4524 Crab Orchard Drive

City: Hoffman Estates State: IL Zip Code: 60192

County: Cook Township: _____

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

Latitude: 42.105484 (Decimal Degrees) Longitude: -88.108748 (-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

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

II. Owner/Operator Information for Source Site

	Site Owner	Site Operator
Name:	Village of Hoffman Estates	
Street Address:	1900 Hassell Road	
PO Box:		
City:	Hoffman Estates State: IL	State:
Zip Code:	60169 Phone:	Phone:
Contact:	Mr. Alan Wenderski	
Email, if available:	alan.wenderski@hoffmanestates.org	

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Project Name: Proposed Street Improvements

Latitude: 42.105484 (Decimal Degrees) Longitude: -88.108748 (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 0

The source site has historically been a residential area. Before that, it is likely that the site was used as farmland or was uninhabited.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1

Soil pH is 8.6 as shown on the attached report.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I The Village of Hoffman Estates (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all 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.

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))

- (•) Owner
- ( ) Operator
- ( ) Owner's Duly Authorized Representative
- ( ) Operator's Duly Authorized Representative

Alan Wenderski
Printed Name

Signature

Date

ASTM D4972 (pH Test)

Project Name: Hoffman Estates 2020 Street Revitalization Project — Date Tested: 12/16/2020

Site Address: Edgefield Lane – Hoffman Estates — Client Name: VOHE

Weather: Cloudy Temperature: 33ºF — AGI Job No.: 20-177

Description of Operations

On December 15, 2020, one soil sample was collected using a hand-push soil sampler device. The soil sample was taken to Applied GeoScience, Inc.'s (AGI) laboratory to perform a pH test in accordance with ASTM Standard D4972 using a Thermo Scientific Orion Star A111 Benchtop and Star A121 Portable pH Meter.

The soil sample was taken at an approximate depths of 1.0 to 3.5 feet below the existing ground surface. The sample was taken at the address 1540 Edgefield Lane in Hoffman Estates, as shown on the LPC-662 Form.

A pH level of 8.5 was recorded. The test result was within the acceptable value limits in accordance with 35 III. Adm. Code 1100. The LPC-662 form is attached.

Exp. 11-30-2021

Applied GeoScience, Inc.

Inspected By: Adam Moghamis, P.E.
Brenda Lodyga

2385 Hammond Drive, Suite 6 – Schaumburg, IL 60173 ❖ Tel:(847) 303-0300 Fax:(847) 303-0900

Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662 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 source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 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 fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Proposed Street Improvements Office Phone Number, if available: _____

Physical Site Location (Street, Road): 1540 Edgefield Lane

City: Hoffman Estates State: IL Zip Code: 60169

County: Cook Township: _____

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

Latitude: 42.054772 (Decimal Degrees) Longitude: -88.117607 (-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

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

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:	Village of Hoffman Estates	Name:	
Street Address:	1900 Hassell Road	Street Address:	
PO Box:		PO Box:	
City:	Hoffman Estates State: IL	City:	State:
Zip Code:	60169 Phone:	Zip Code:	Phone:
Contact:	Mr. Alan Wenderski	Contact:	
Email, if available:	alan.wenderski@hoffmanestates.org	Email, if available:	

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.

Project Name: Proposed Street Improvements

Latitude: 42.054772 Longitude: -88.117607

(Decimal Degrees) (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 0

The source site has historically been a residential area. Before that, it is likely that the site was used as farmland or was uninhabited.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1

Soil pH is 8.5 as shown on the attached report.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I The Village of Hoffman Estates (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all 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.

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))

- (•) Owner
- ( ) Operator
- ( ) Owner's Duly Authorized Representative
- ( ) Operator's Duly Authorized Representative

Alan Wenderski

Printed Name

Signature

Date

Cook County Prevailing Wage Rates posted on 1/13/2021

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**
ASBESTOS ABT-GEN	All	ALL		44.40	45.40	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.44	41.51	1.5	1.5	2.0	2.0	14.07	12.51	0.00	0.77	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97	
CARPENTER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
CEMENT MASON	All	ALL		47.00	49.00	2.0	1.5	2.0	2.0	15.75	19.73	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		41.80	41.80	1.5	1.5	2.0	2.0	11.25	13.41	0.00	0.88	
COMMUNICATION ELECTRICIAN	All	BLD		45.41	48.21	1.5	1.5	2.0	2.0	10.99	13.65	1.25	1.40	0.47
ELECTRIC PWR EQMT OP	All	ALL		54.90	59.90	1.5	1.5	2.0	2.0	12.72	18.42	0.00	3.40	
ELECTRIC PWR GRNDMAN	All	ALL		42.82	59.90	1.5	1.5	2.0	2.0	9.93	14.37	0.00	2.66	
ELECTRIC PWR LINEMAN	All	ALL		54.90	59.90	1.5	1.5	2.0	2.0	12.72	18.42	0.00	3.40	
ELECTRICIAN	All	ALL		50.00	53.00	1.5	1.5	2.0	2.0	15.95	17.49	1.25	1.76	1.30
ELEVATOR CONSTRUCTOR	All	BLD		58.47	65.78	2.0	2.0	2.0	2.0	15.73	18.41	4.68	0.63	
FENCE ERECTOR	All	ALL		44.42	46.42	1.5	1.5	2.0	2.0	13.68	15.40	0.00	0.65	
GLAZIER	All	BLD		46.35	47.85	1.5	2.0	2.0	2.0	14.79	22.67	0.00	1.26	
HEAT/FROST INSULATOR	All	BLD		51.25	54.33	1.5	1.5	2.0	2.0	14.07	14.26	0.00	0.77	
IRON WORKER	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44	
LABORER	All	ALL		44.40	45.15	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
LATHER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		35.73	49.05	1.5	1.5	2.0	2.0	11.20	18.71	0.00	0.87	
MARBLE MASON	All	BLD		46.71	51.38	1.5	1.5	2.0	2.0	11.20	19.98	0.00	0.95	
MATERIAL TESTER I	All	ALL		34.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		39.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MILLWRIGHT	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	52.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	2	50.80	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	3	48.25	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	4	46.50	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	5	55.85	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	6	53.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	

OPERATING ENGINEER	All	BLD	7	55.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT	6	40.00	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	1	50.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	2	49.75	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	3	47.70	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	4	46.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	5	45.10	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	6	53.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	7	51.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
ORNAMENTAL IRON WORKER	All	ALL		51.63	54.13	2.0	2.0	2.0	2.0	14.23	22.25	0.00	1.25	
PAINTER	All	ALL		48.30	54.34	1.5	1.5	1.5	2.0	12.51	14.24	0.00	1.87	
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00	
PILEDRIVER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
PIPEFITTER	All	BLD		50.75	53.75	1.5	1.5	2.0	2.0	10.85	20.85	0.00	2.92	
PLASTERER	All	BLD		45.00	47.70	1.5	1.5	2.0	2.0	15.75	18.14	0.00	1.25	
PLUMBER	All	BLD		52.00	55.10	1.5	1.5	2.0	2.0	16.22	15.60	0.00	1.40	
ROOFER	All	BLD		45.75	49.75	1.5	1.5	2.0	2.0	11.23	13.61	0.00	0.91	
SHEETMETAL WORKER	All	BLD		46.50	50.22	1.5	1.5	2.0	2.0	12.35	26.53	0.00	0.90	
SIGN HANGER	All	BLD		33.42	36.09	1.5	1.5	2.0	2.0	6.05	4.10	0.00	0.00	
SPRINKLER FITTER	All	BLD		50.95	53.45	1.5	1.5	2.0	2.0	13.50	16.80	0.00	0.75	
STEEL ERECTOR	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44	
STONE MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97	
TERRAZZO FINISHER	All	BLD		43.54	43.54	1.5	1.5	2.0	2.0	11.25	15.61	0.00	0.90	
TERRAZZO MASON	All	BLD		47.38	50.88	1.5	1.5	2.0	2.0	11.25	17.07	0.00	0.94	
TILE MASON	All	BLD		48.75	52.75	1.5	1.5	2.0	2.0	11.25	16.90	0.00	0.95	
TRAFFIC SAFETY WORKER	All	HWY		36.75	38.35	1.5	1.5	2.0	2.0	7.95	8.20	0.00	0.75	
TRUCK DRIVER	E	ALL	1	38.35	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15	
TRUCK DRIVER	E	ALL	2	38.60	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15	
TRUCK DRIVER	E	ALL	3	38.80	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15	
TRUCK DRIVER	E	ALL	4	39.00	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15	
TRUCK DRIVER	W	ALL	1	39.08	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15	

TRUCK DRIVER	W	ALL	2	39.23	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15	
TRUCK DRIVER	W	ALL	3	39.43	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15	
TRUCK DRIVER	W	ALL	4	39.63	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15	
TUCKPOINTER	All	BLD		47.25	48.25	1.5	1.5	2.0	2.0	8.59	19.48	0.00	0.94	

Legend

Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all

sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician;

Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin

Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

MINIMUM WAGES

All employees of the contractors and subcontractors on construction work for this project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the 1950 (5 U.S.C. 133z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c). Contractor and subcontractor shall abide by the Federal Labor Standards Provisions (HUD-4010) and the Copeland "Anti-kickback" Act. Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 *et seq*.) shall be adhered to, including Section 109 of the Act, which requires that no person be subjected to discrimination on the grounds of race, color, national origin, religion, sex, disability, or age.

PREVAILING WAGE

"Bidder shall comply with the requirements of *820 ILCS130/5,* Certified payroll"

Certified payroll

(a) While participating on public works, the contractor and each subcontractor shall:

(1) make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project, the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and

(2) submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a). The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is an Class B misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) for a period of not less than 3 years. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section.

(b) Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days' notice, the contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State.

Maintaining All Records and Documents

Consultant agrees to maintain all records and documents for projects of the Village in compliance with the Freedom of Information Act, *5 ILCS 140/1 et seq*. In addition, Consultant shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Consultant's failure to produce documents or otherwise appropriately respond to a request under the Act, then Consultant shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney's fees and penalties.

"Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website."

(820 ILCS 130/5) (from Ch. 48, par. 39s-5)

Sec. 5. Certified payroll.

(a) Any contractor and each subcontractor who participates in public works shall:

(1) make and keep, for a period of not less than 3 years from the date of the last payment made before January 1, 2014 (the effective date of Public Act 98-328) and for a period of 5 years from the date of the last payment made on or after January 1, 2014 (the effective date of Public Act 98-328) on a contract or subcontract for public works, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include (i) the worker's name, (ii) the worker's address, (iii) the worker's telephone number when available, (iv) the last 4 digits of the worker's social security number, (v) the worker's gender, (vi) the worker's race, (vii) the worker's ethnicity, (viii) veteran status, (ix) the worker's classification or classifications, (x) the worker's skill level, such as apprentice or journeyman, (xi) the worker's gross and net wages paid in each pay period, (xii) the worker's number of hours worked each day, (xiii) the worker's starting and ending times of work each day, (xiv) the worker's hourly wage rate, (xv) the worker's hourly overtime wage rate, (xvi) the worker's hourly fringe benefit rates, (xvii) the name and address of each fringe benefit fund, (xviii) the plan sponsor of each fringe benefit, if applicable, and (xix) the plan administrator of each fringe benefit, if applicable; and

(2) no later than the 15th day of each calendar month file a certified payroll for the immediately preceding month with the public body in charge of the project until the Department of Labor activates the database created under Section 5.1 at which time certified payroll shall only be submitted to that database, except for projects done by State agencies that opt to have contractors submit certified payrolls directly to that State agency. A State agency that opts to directly receive certified payrolls must submit the required information in a specified electronic format to the Department of Labor no later than 10 days after the certified payroll was filed with the State agency. A certified payroll must be filed for only those calendar months during which construction on a public works project has occurred. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a), but may exclude the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee, or agent it is to file such certified payroll who willfully fails to file such a certified payroll on or before the date such certified payroll is required by this paragraph to be filed and any person who willfully files a false certified payroll that is false as to any material fact is in violation of this Act and guilty of a Class A

misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) before January 1, 2014 (the effective date of Public Act 98-328) for a period of not less than 3 years, and the records submitted in accordance with this paragraph (2) of subsection (a) on or after January 1, 2014 (the effective date of Public Act 98-328) for a period of 5 years, from the date of the last payment for work on a contract or subcontract for public works or until the Department of Labor activates the database created under Section 5.1, whichever is less. After the activation of the database created under Section 5.1, the Department of Labor rather than the public body in charge of the project shall keep the records and maintain the database. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address, telephone number, social security number, race, ethnicity, and gender, and made available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section.

A contractor, subcontractor, or public body may retain records required under this Section in paper or electronic format.

(b) Upon 7 business days' notice, the contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

(c) A contractor or subcontractor who remits contributions to fringe benefit funds that are jointly maintained and jointly governed by one or more employers and one or more labor organizations in accordance with the federal Labor Management Relations Act shall make and keep certified payroll records that include the information required under items (i) through (viii) of paragraph (1) of subsection (a) only. However, the information required under items (ix) through (xv) of paragraph (1) of subsection (a) shall be required for 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 organizations in accordance with the federal Labor Management Relations Act.

(Source: P.A. 100-1177, eff. 6-1-19; 101-31, eff. 6-28-19.)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Contract Work Hours and, Safety Standards Act, as Amended

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

WH Publication 1432
(Revised April 2009)

An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, ''Public Buildings, Property, and Works''.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. TITLE 40, UNITED STATES CODE.

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, ''Public Buildings, Property, and Works'', as follows:

TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS

* * * *

SUBTITLE II—PUBLIC BUILDINGS AND WORKS

PART A—GENERAL

* * * *

CHAPTER 37 – CONTRACT WORK HOURS AND SAFETY STANDARDS

* * * *

Sec. 3141. Definitions

(a) Definition.— In this chapter, the term "Federal Government" has the same meaning that the term "United States" had in the Contract Work Hours and Safety Standards Act (Public Law 87–581, 76 Stat. 357).

(b) Application.—

(1) Contracts.— This chapter applies to—

[1]Pub. L. 109-284 Sec. 6(14), (15), (16), and (17) made minor technical corrections in Secs 3701, 3702, and 3704 (Sept. 27, 2006,.120 Stat.1213.)

[2]The Contract Work Hours and Safety Standards Act, referred to in subsec. (a), is title I of Pub. L. 87–581, Aug. 13, 1962, 76 Stat. 357, as amended, which was classified generally to subchapter II (Sec. 327 et seq.) of chapter 5 of former Title 40, Public Buildings, Property, and Works, prior to repeal and reenactment as this chapter by Pub. L. 107–217, Secs. 1, 6 (b), Aug. 21, 2002, 116 Stat. 1062, 1304. Section 101 of title I of Pub. L. 87–581 was classified to section 327 of former Title 40 and was repealed and not reenacted by Pub. L. 107–217.

(A) any contract that may require or involve the employment of laborers or mechanics on a public work of the Federal Government, a territory of the United States,
or the District of Columbia; and

(B) any other contract that may require or involve the employment of laborers or mechanics if the contract is one—

(i) to which the Government, an agency or instrumentality of the Government, a territory, or the District of Columbia is a party;

(ii) which is made for or on behalf of the Government, an agency or instrumentality, a territory, or the District of Columbia; or

(iii) which is a contract for work financed at least in part by loans or grants from, or loans insured or guaranteed by, the Government or an agency or instrumentality under any federal law providing wage standards for the work.

(2) Laborers and mechanics.— This chapter applies to all laborers and mechanics employed by a contractor or subcontractor in the performance of any part of the work under the contract—

(A) including watchmen, guards, and workers performing services in connection with dredging or rock excavation in any river or harbor of the United States, a territory,
or the District of Columbia; but

(B) not including an employee employed as a seaman.

(3) Exceptions.—

(A) This chapter.— This chapter does not apply to—

(i) a contract for—

(I) transportation by land, air, or water;

(II) the transmission of intelligence; or

(III) the purchase of supplies or materials or articles ordinarily available in the open market;

(ii) any work required to be done in accordance with the provisions of the Walsh-Healey Act (41 U.S.C. 35 et seq.); and

(iii) a contract in an amount that is not greater than $100,000.

(B) Section 3702.— Section 3702 of this title does not apply to work where the assistance described in paragraph (1)(B)(iii) from the Government or an agency or instrumentality is only a loan guarantee or insurance.

3702. Work hours.

(a) Standard Workweek.— The wages of every laborer and mechanic employed by any contractor or subcontractor in the performance of work on a contract described in section 3701 of this title shall be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permitted subject to this section. For each workweek in which the laborer or mechanic is so employed, wages include compensation, at a rate not less than one and one-half times the basic rate of pay, for all hours worked in excess of 40 hours in the workweek.

(b) Contract Requirements.— A contract described in section 3701 of this title, and any obligation of the Federal Government, a territory of the United States, or the District of Columbia in connection with that contract, must provide that—

(1) a contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided in this chapter; and

(2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable—

(A) to the affected employee for the employee's unpaid wages; and

(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

(c) Liquidated Damages.— Liquidated damages under subsection (b)(2)(B) shall be computed for each individual employed as a laborer or mechanic in violation of this chapter and shall be equal to $10 for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

(d) Amounts Withheld to Satisfy Liabilities.— Subject to section 3703 of this title, the governmental agency for which the contract work is done or which is providing financial assistance for the work may withhold, or have withheld, from money payable because of work performed by a contractor or subcontractor, amounts administratively determined to be necessary to satisfy the liabilities of the contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages.

(a) Reports of Inspectors.— An officer or individual designated as an inspector of the work to be performed under a contract described in section 3701 of this title, or to aid in the enforcement or fulfillment of the contract, on observation or after investigation immediately shall report to the proper officer of the Federal Government, a territory of the United States, or the District of Columbia all violations of this chapter occurring in the performance of the work, together with the name of each laborer or mechanic who was required or permitted to work in violation of this chapter and the day the violation occurred.

(b) Withholding Amounts.—

(1) Determining amount.— The amount of unpaid wages and liquidated damages owing under this chapter shall be determined administratively.

(2) Amount directed to be withheld.— The officer or individual whose duty it is to approve the payment of money by the Government, territory, or District of Columbia in connection with the performance of the contract work shall direct the amount of—

(A) liquidated damages to be withheld for the use and benefit of the Government, territory, or District; and

(B) unpaid wages to be withheld for the use and benefit of the laborers and mechanics who were not compensated as required under this chapter.

(3) Payment.— The Comptroller General shall pay the amount administratively determined to be due directly to the laborers and mechanics from amounts withheld on account of underpayments of wages if the amount withheld is adequate. If the amount withheld is not adequate, the Comptroller General shall pay an equitable proportion of the amount due.

(c) Right of Action and Intervention Against Contractors and Sureties.— If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this chapter, the laborers and mechanics, in the case of a department or agency of the Government, have the same right of action and intervention against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(d) Review Process.—

(1) Time limit for appeal.— Within 60 days after an amount is withheld as liquidated damages, any contractor or subcontractor aggrieved by the withholding may appeal to the head of the agency of the Government or territory for which the contract work is done or which is providing financial assistance for the work, or to the Mayor of the District of Columbia in the case of liquidated damages withheld for the use and benefit of the District.

(2) Review by agency head or mayor.— The agency head or Mayor may review the administrative determination of liquidated damages. The agency head or Mayor may issue a final order affirming the determination or may recommend to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the contractor or subcontractor be relieved of liability for the liquidated damages, if it is found that the amount is incorrect or that the contractor or subcontractor violated this chapter inadvertently, notwithstanding the exercise of due care by the contractor or subcontractor and the agents of the contractor or subcontractor.

(3) Review by secretary.— The Secretary shall review all pertinent facts in the matter and may conduct any investigation the Secretary considers necessary in order to affirm or reject the recommendation. The decision of the Secretary is final.

(4) Judicial action.— A contractor or subcontractor aggrieved by a final order for the withholding of liquidated damages may file a claim in the United States Court of Federal Claims within 60 days after the final order. A final order of the agency head, Mayor, or Secretary is conclusive with respect to findings of fact if supported by substantial evidence.

(e) Applicability of Other Laws.—

(1) Reorganization plan.— Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) applies to this chapter.

(2) Section 3145.— Section 3145 of this title applies to contractors and subcontractors referred to in section 3145 who are engaged in the performance of contracts subject to this chapter.

3704. Health and safety standards in building trades and construction industry.

(a) Condition of Contracts.—

(1) In general.— Each contract in an amount greater than $100,000 that is entered into under legislation subject to Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and is for construction, alteration, and repair, including painting and decorating, must provide that no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

(2) Consultation.— In formulating standards under this section, the Secretary shall consult with the Advisory Committee created by subsection (d).

(b) Compliance.—

(1) Actions to gain compliance.— The Secretary may make inspections, hold hearings, issue orders, and make decisions based on findings of fact as the Secretary considers necessary to gain compliance with this section and any health and safety standard the Secretary prescribes under subsection (a). For those purposes the Secretary and the United States district courts have the authority and jurisdiction provided by sections 4 and 5 of the Walsh-Healey Act (41 U.S.C. 38, 39).

(2) Remedy when noncompliance found.— When the Secretary, after an opportunity for an adjudicatory hearing by the Secretary, establishes noncompliance under this section of any condition of a contract described in—

(A) section 3701 (b)(1)(B)(i) or (ii) of this title, the governmental agency for which the contract work is done may cancel the contract and make other contracts for the completion of the contract work, charging any additional cost to the original contractor; or

(B) section 3701 (b)(1)(B)(iii) of this title, the governmental agency which is providing the financial guarantee, assistance, or insurance for the contract work may withhold the guarantee, assistance, or insurance attributable to the performance of the contract.

(3) Nonapplicability.— Section 3703 of this title does not apply to the enforcement of this section.

(c) Repeated Violations.—

(1) Transmittal of names of repeat violators to comptroller general.— When the Secretary, after an opportunity for an agency hearing, decides on the record that, by repeated willful or grossly negligent violations of this chapter, a contractor or subcontractor has demonstrated that subsection (b) is not effective to protect the safety and health of the employees of the contractor or subcontractor, the Secretary shall make a finding to that effect and, not sooner than 30 days after giving notice of the finding to all interested persons, shall transmit the name of the contractor or subcontractor to the Comptroller General.

(2) Ban on awarding contracts.— The Comptroller General shall distribute each name transmitted under paragraph (1) to all agencies of the Federal Government. Unless the Secretary otherwise recommends, the contractor, subcontractor, or any person in which the contractor or subcontractor has a substantial interest may not be awarded a contract subject to this section until three years have elapsed from the date the name is transmitted to the Comptroller General. The Secretary shall terminate the ban if, before the end of the three-year period, the Secretary, after affording interested persons due notice and an opportunity for a hearing, is satisfied that a contractor or subcontractor whose name was transmitted to the Comptroller General will comply responsibly with the requirements of this section. The Comptroller General shall inform all Government agencies after being informed of the Secretary's action.

(3) Judicial review.— A person aggrieved by the Secretary's action under this subsection or subsection (b) may file with the appropriate United States court of appeals a petition for review of the Secretary's action within 60 days after receiving notice of the Secretary's action. The clerk of the court immediately shall send a copy of the petition to the Secretary. The Secretary then shall file with the court the record on which the action is based. The findings of fact by the Secretary, if supported by substantial evidence, are final. The court may enter a decree enforcing, modifying, modifying and enforcing, or setting aside any part of, the order of the Secretary or the appropriate Government agency. The judgment of the court may be reviewed by the Supreme Court as provided in section 1254 of title 28.

(d) Advisory Committee on Construction Safety and Health.—

(1) Establishment.— There is an Advisory Committee on Construction Safety and Health in the Department of Labor.

(2) Composition.— The Committee is composed of nine members appointed by the Secretary, without regard to chapter 33 of title 5, as follows:

(A) Three members shall be individuals representative of contractors to whom this section applies.

(B) Three members shall be individuals representative of employees primarily in the building trades and construction industry engaged in carrying out contracts to which this section applies.

(C) Three members shall be public representatives who shall be selected on the basis of their professional and technical competence and experience in the construction health and safety field.

(3) Chairman.— The Secretary shall appoint one member as Chairman.

(4) Duties.— The Committee shall advise the Secretary—

(A) in formulating construction safety and health standards and other regulations; and

(B) on policy matters arising in carrying out this section.

(5) Experts and Consultants.— The Secretary may appoint special advisory and technical experts or consultants as may be necessary to carry out the functions of the Committee.

(6) Compensation and expenses.— Committee members are entitled to receive compensation at rates the Secretary fixes, but not more than $100 a day, including traveltime, when performing Committee business, and expenses under section 5703 of title 5.

3705. Safety programs.

The Secretary of Labor shall—

(1) provide for the establishment and supervision of programs for the education and training of employers and employees in the recognition, avoidance, and prevention of unsafe working conditions in employment covered by this chapter; and

(2) collect reports and data and consult with and advise employers as to the best means of preventing injuries.

3706. Limitations, variations, tolerances, and exemptions.

The Secretary of Labor may provide reasonable limitations to, and may prescribe regulations allowing reasonable variations to, tolerances from, and exemptions from, this chapter that the Secretary may find necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment of the conduct of Federal Government business.

3707. Contractor certification or contract clause in acquisition of commercial items not required.

In a contract to acquire a commercial item (as defined in section 4 of the Office of Federal Procurement Policy Act (41 U.S.C. 403)), a certification by a contractor or a contract clause may not be required to implement a prohibition or requirement in this chapter.

3708. Criminal penalties.

A contractor or subcontractor having a duty to employ, direct, or control a laborer or mechanic employed in the performance of work contemplated by a contract to which this chapter applies that intentionally violates this chapter shall be fined under title 18, imprisoned for not more than six months, or both.

Davis-Bacon Act/Copeland "Anti-kickback" Act

Title 40, Subtitle II, Part A, Chapter 31:

SUBCHAPTER IV

§ 3141. Definitions

In this subchapter, the following definitions apply:

(1) Federal government.— The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494 (known as the Davis-Bacon Act).[1]

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.— The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include—

(A) the basic hourly rate of pay; and

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of—

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

§ 3142. Rate of wages for laborers and mechanics

(a) Application.— The advertised specifications for every contract in excess of $2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

[1] So in original. The period probably should be preceded by an additional closing parenthesis.

(b) Based on Prevailing Wage.— The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract.— Every contract based upon the specifications referred to in subsection (a) must contain stipulations that—

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.— The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141 (2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141 (2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141 (2)(B).

(e) Overtime Pay.— In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141 (2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141

(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141 (2)(B) but not actually paid.

§ 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

§ 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.—

(1) In general.— The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.— If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.—

(1) In general.— The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.— No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

§ 3145. Regulations governing contractors and subcontractors (*formerly Copeland Act provision)*

(a) In General.— The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

(b) Application. — Section 1001 of title 18 applies to the statements.

§ 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

§ 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of the subchapter during a national emergency.

§ 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

SUBCHAPTER V – VOLUNTEER SERVICES

§ 3161. Purpose

It is the purpose of this subchapter to promote and provide opportunities for individuals who wish to volunteer their services to state or local governments, public agencies, or nonprofit charitable organizations in the construction, repair, or alteration (including painting and decorating) of public buildings and public works that at least partly are financed with federal financial assistance authorized under certain federal programs and that otherwise might not be possible without the use of volunteers.

§ 3162. Waiver for individuals who perform volunteer services

(a) Criteria for Receiving Waiver.— The requirement that certain laborers and mechanics be paid in accordance with the wage-setting provisions of subchapter IV of this chapter as set forth in the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.), the Indian Health Care Improvement Act (25 U.S.C. 1601 et

seq.), and the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) does not apply to an individual—

(1) who volunteers to perform a service directly to a state or local government, a public agency, or a public or private nonprofit recipient of federal assistance—
(A) for civic, charitable, or humanitarian reasons;
(B) only for the personal purpose or pleasure of the individual;
(C) without promise, expectation, or receipt of compensation for services rendered, except as provided in subsection (b); and
(D) freely and without pressure or coercion, direct or implied, from any employer;

(2) whose contribution of service is not for the direct or indirect benefit of any contractor otherwise performing or seeking to perform work on the same project for which the individual is volunteering;

(3) who is not employed by and does not provide services to a contractor or subcontractor at any time on the federally assisted or insured project for which the individual is volunteering; and

(4) who otherwise is not employed by the same public agency or recipient of federal assistance to perform the same type of services as those for which the individual proposes to volunteer.

(b) Payments.—

(1) In accordance with regulations.— Volunteers described in subsection (a) who are performing services directly to a state or local government or public agency may receive payments of expenses, reasonable benefits, or a nominal fee only in accordance with regulations the Secretary of Labor prescribes. Volunteers who are performing services directly to a public or private nonprofit entity may not receive those payments.

(2) Criteria and content of regulations.— In prescribing the regulations, the Secretary shall consider criteria such as the total amount of payments made (relating to expenses, benefits, or fees) in the context of the economic realities. The regulations shall include provisions that provide that—
(A) a payment for an expense may be received by a volunteer for items such as uniform allowances, protective gear and clothing, reimbursement for approximate out-of-pocket expenses, or the cost or expense of meals and transportation;
(B) a reasonable benefit may include the inclusion of a volunteer in a group insurance plan (such as a liability, health, life, disability, or worker's compensation plan) or pension plan, or the awarding of a length of service award; and
(C) a nominal fee may not be used as a substitute for compensation and may not be connected to productivity.

(3) Nominal fee.— The Secretary shall decide what constitutes a nominal fee for purposes of paragraph (2)(C). The decision shall be based on the context of the economic realities of the situation involved.

(c) Economic Reality.— In determining whether an expense, benefit, or fee described in subsection (b) may be paid to volunteers in the context of the economic realities of the particular situation, the Secretary may not permit any expense, benefit, or fee that has the effect of undermining labor standards by creating downward pressure on prevailing wages in the local construction industry.

Title 18, Part I, Chapter 41:

§ 874. Kickbacks from public works employees

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

The Davis-Bacon Act, as Amended

U.S. Department of Labor
Wage and Hour Division

WH Publication 1246
(Revised April 2009)

This material will be made available to Sensory impaired individuals upon request.
Voice phone: 202-693-0675
TDD* phone: 202-523-9530

PUBLIC LAW 107–217—AUG. 21, 2002 [as amended[1]]

An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, ''Public Buildings, Property, and Works''.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. TITLE 40, UNITED STATES CODE.

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified,and enacted as title 40, United States Code, ''Public Buildings, Property, and Works'', as follows:

TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS

* * * *

SUBTITLE II—PUBLIC BUILDINGS AND WORKS

* * * *

PART A—GENERAL

* * * *

CHAPTER 31 – GENERAL

* * * *

SUBCHAPTER IV - WAGE RATE REQUIREMENTS

Sec. 3141. Definition

In this subchapter, the following definitions apply:

(1) Federal government.— The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).[2]

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.— The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include—

(A) the basic hourly rate of pay; and

[1] Pub. L. 109-284 Sec. 6(11), (12), and (13) made three minor technical corrections in Secs 3141(1), and 3142(d) and (e). (Sept. 27, 2006, 120 Stat.1213.)

[2] The Davis-Bacon Act, referred to in par. (1), is act of Mar. 3, 1931, ch. 411, 46 Stat. 1494, as amended, which was classified generally to sections 276a to 276a-5 of former Title 40, Public Buildings, Property, and Works, and was repealed and reenacted as sections 3141-3144, 3146, and 3147 of this title by Pub. L. 107-217, Secs. 1, 6(b), Aug. 21, 2002, 116 Stat. 1062, 1304.

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of—

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

Sec. 3142. Rate of wages for laborers and mechanics

(a) Application.— The advertised specifications for every contract in excess of $2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) Based on Prevailing Wage.— The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract.— Every contract based upon the specifications referred to in subsection (a) must contain stipulations that—

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications,

regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by

the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.— The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.— In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

3141(2)(B) of this title but not actually paid. Sec.3143.

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.—

(1) In general.— The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.— If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a

defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.—

(1) In general.— The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.— No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

* * * *

Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

"General Decision Number: IL20200009 02/07/2020

Superseded General Decision Number: IL20190009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020

ASBE0017-001 06/01/2019

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective		

coverings, coatings, and finishes to all types of mechanical systems.....$ 50.50 27.80
Fire Stop Technician.....$ 40.40 24.54
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....$ 37.80 24.54

BOIL0001-001 05/01/2017

	Rates	Fringes
BOILERMAKER	$ 46.18	29.58

BRIL0021-001 06/01/2016

	Rates	Fringes
BRICKLAYER	$ 44.88	26.62

BRIL0021-004 06/01/2017

	Rates	Fringes
Marble Mason	$ 44.63	26.83

BRIL0021-006 06/01/2017

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 44.38	25.84
TILE FINISHER	$ 38.56	22.10
TILE SETTER	$ 45.49	25.72

BRIL0021-009 06/01/2017

	Rates	Fringes
MARBLE FINISHER	$ 33.95	26.03

BRIL0021-012 06/01/2017

	Rates	Fringes
Pointer, cleaner and caulker	$ 45.42	24.06

CARP0555-001 06/01/2018

BUILDING, HEAVY, AND HIGHWAY

	Rates	Fringes
CARPENTER		
Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer		
Building	$ 47.35	32.83
Heavy & Highway	$ 47.35	32.83

CARP0555-002 10/01/2018

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
CARPENTER	$ 38.11	32.83

ELEC0009-003 06/03/2018

	Rates	Fringes
Line Construction		
Groundman	$ 40.48	61.52%
Lineman and Equipment Operator	$ 51.90	61.52%

ELEC0134-001 06/03/2019

	Rates	Fringes
ELECTRICIAN	$ 49.35	3%+34.32

ELEC0134-003 06/03/2019

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN	$ 44.86	3%+24.72

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data appatatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites,

such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidential conduit.

ELEV0002-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC	$ 58.47	34.765+a+b

FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

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* ENGI0150-006 06/01/2019

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 51.10	41.00
GROUP 2	$ 49.80	41.00
GROUP 3	$ 47.25	41.00
GROUP 4	$ 45.50	41.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*:Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor;

Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment);Locomotives; Motor Patrol*; Pile Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36"" and Over)*; Roto Mill Grinder (Less Than 36"")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional $.50 per hour); Winch Trucks with ""A"" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3"" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

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* ENGI0150-025 06/01/2019

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 49.30	41.00
GROUP 2	$ 48.75	41.00
GROUP 3	$ 46.70	41.00
GROUP 4	$ 45.30	41.00
GROUP 5	$ 44.10	41.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor ($1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36"" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to Group 2 hourly rate for each hour and for

each machine attached thereto add $1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-026 06/01/2019

	Rates	Fringes
IRONWORKER		
Sheeter	$ 50.88	39.37
Structural and Reinforcing	$ 50.63	39.37

IRON0063-001 06/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 48.05	35.93

IRON0063-002 06/01/2018

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 40.88	28.74

IRON0136-001 07/01/2018

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Macinery Erectors	$ 41.00	33.96
Master Riggers	$ 43.50	33.96

LABO0002-006 06/01/2018

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1	$ 42.72	28.19
GROUP 2	$ 42.72	28.19
GROUP 3	$ 42.80	28.19
GROUP 4	$ 42.82	28.19
GROUP 5	$ 42.87	28.19
GROUP 6	$ 42.92	28.19
GROUP 7	$ 42.95	28.19
GROUP 8	$ 43.05	28.19
GROUP 9	$ 43.07	28.19
GROUP 10	$ 43.17	28.19
GROUP 11	$ 43.00	28.19
GROUP 12	$ 43.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO0002-007 06/01/2018

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1	$ 42.72	28.19
GROUP 2	$ 42.80	28.19
GROUP 3	$ 42.87	28.19
GROUP 4	$ 43.00	28.19
GROUP 5	$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

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LABO0002-008 06/01/2018

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS	$ 43.72	28.19
16 - 20 POUNDS	$ 44.22	28.19
21 - 26 POUNDS	$ 44.72	28.19
27 - 33 POUNDS	$ 45.72	28.19
34 - AND OVER	$ 46.72	28.19
LABORER (Tunnel and Sewer)		
GROUP 1	$ 42.72	28.19
GROUP 2	$ 42.85	28.19
GROUP 3	$ 42.95	28.19

GROUP 4.....$ 43.07 28.19
GROUP 5.....$ 42.72 28.19

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skinners; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0225-001 06/01/2018

Rates Fringes

LABORER (DEMOLITION/WRECKING)
GROUP 1.....$ 37.52 28.19
GROUP 2.....$ 42.72 28.19
GROUP 3.....$ 42.72 28.19

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

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PAIN0014-001 06/01/2018

	Rates	Fringes
PAINTER (including taper).....	$ 46.55	27.24

PAIN0027-001 06/01/2019

	Rates	Fringes
GLAZIER.....	$ 44.85	37.72

PLAS0005-002 07/01/2015

	Rates	Fringes
PLASTERER.....	$ 42.25	26.65

PLAS0502-001 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 45.25	33.48

PLUM0130-001 06/01/2019

	Rates	Fringes
PLUMBER.....	$ 51.00	31.47

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* PLUM0597-002 06/01/2019

	Rates	Fringes
PIPEFITTER.....	$ 49.60	33.09

ROOF0011-001 12/01/2019

	Rates	Fringes
ROOFER.....	$ 44.60	24.65

SFIL0281-001 01/01/2018

	Rates	Fringes
SPRINKLER FITTER	$ 48.10	27.05

SHEE0073-001 06/08/2018

	Rates	Fringes
Sheet Metal Worker	$ 44.25	37.02

SHEE0073-002 06/08/2018

	Rates	Fringes
Sheet Metal Worker		
ALUMINUM GUTTER WORK	$ 31.32	37.02

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles	$ 35.60	22.10
4 Axles	$ 35.85	22.10
5 Axles	$ 36.05	22.10
6 Axles	$ 36.25	22.10

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 03/01/2012

	Rates	Fringes
Traffic Control Device Monitor		
TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and		

pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....$ 28.25 9.08

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles	$ 39.942	0.25+a
4 Axles	$ 39.75	0.25+a
5 Axles	$ 39.967	0.25+a
6 Axles	$ 40.184	0.25+a

FOOTNOTES:

a. $719.00 per week.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES — You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME — You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT — Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES — Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY — If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Record of Employee Interview

U.S. Department of Housing and Urban Development
Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 12/31/2013)

1a. Project Name	2a. Employee Name
1b. Project Number	2b. Employee Phone Number (including area code)
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code 2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Yes ☐ No ☐

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	☐	☐
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview

Payroll Examination

16. Remarks

17a. **Signature of Payroll Examiner**	17b. **Date**

Previous editions are obsolete **Form HUD-11 (08/2004)**

VILLAGE OF HOFFMAN ESTATES
SALES TAX EXEMPTION NUMBER AUTHORIZATION FORM

The undersigned contractor hereby agrees to use the Village of Hoffman Estates sales tax exemption number only for purchases directly related to work being done on behalf of the Village. The undersigned also agrees to be responsible for any tax due for purchases determined to be non-exempt and for purchases not made on the Village's behalf.

It is understood that the exemption from tax in the case of the sales of articles is limited to the sales of articles purchased for the exclusive use of the Village and it is agreed that if articles purchased tax free are used otherwise or are sold to others, such fact will be reported to the State of Illinois Department of Revenue. It is also understood that the fraudulent use of the exemption number to secure exemptions will subject the undersigned and all guilty parties to a fine of not more than $10,000 or to imprisonment for not more than five years or both, together with costs of prosecutions.

_____
NAME OF PROJECT AND/OR CONTRACT NUMBER

_____
COMPANY NAME

_____ _____ _____
ADDRESS CITY ZIP CODE

_____
PURCHASER NAME & TITLE (PLEASE PRINT)

_____ _____
SIGNATURE DATE

Before a Tax Exemption Letter is issued to the contractor, this form and the materials and estimated quantities form must be returned to the appropriate Village personnel. After the completed forms have been received by the Village, a Tax Exempt Letter will be mailed to the contractor.

Exhibit 16

VILLAGE OF HOFFMAN ESTATES
MATERIALS AND ESTIMATED QUANTITIES ATTACHMENT

DESCRIPTION OF MATERIALS TO BE PURCHASED	ESTIMATED QUANTITY	NAME OF VENDOR SELLING MATERIALS	VENDOR PHONE NUMBER	VENDOR'S STREET ADDRESS	VENDOR'S CITY, STATE, AND ZIP CODE
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					