

VILLAGE OF HOFFMAN ESTATES
NOTICE TO BID

The Village of Hoffman Estates is soliciting bids, as described in these documents, for:

2026 Asphalt Rejuvenation Project

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, until **July 20 at 3:30 PM**. All bids will be publicly opened immediately thereafter.

It is the responsibility of the bidder to meet the specified opening time; and any bid not so received will be returned unopened. Bids must be identified as such on the outside of the sealed envelope. This can be done by marking the envelope "SEALED BID" and with the following information:

- Company's Name
- Company Address
- Name of Bid ("2026 Asphalt Rejuvenation Project")
- Date and Time of Bid Opening

Plans and proposal forms are available for download from the Village of Hoffman Estates website at www.hoffmanestates.org/business/bids.php beginning July 6, 2026. Further information regarding this bid may be obtained by contacting the Engineering Department at construction@vohe.org or 847.252.5800.

The Village reserves the right to reject and/or award any and all bids, or parts thereof, and to waive formalities and technicalities according to the best interest of the Village.

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

7/2/2026
Date

Patty Richter, Village Clerk

TO BE PUBLISHED ON 7/6/2026
(Date)

PADDOCK PUBLICATIONS

COVER SHEET

Proposal Submitted By:

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Type of Funds

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 Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

President of Board of Trustees

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

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	26707	Various

NOTICE TO BIDDERS

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

1900 Hassell Road, Hoffman Estates, IL 60169	until	3:30 PM	on	07/20/26
Address		Time		Date

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

1900 Hassell Road, Hoffman Estates, IL 60169	at	3:30 PM	on	07/20/26
Address		Time		Date

DESCRIPTION OF WORK

Location	Project Length
Various roadways and streets in Hoffman Estates, IL	

Proposed Improvement
 Application of a maltene based asphalt rejuvenating agent and related improvements on various streets and roadways in the Village of Hoffman Estates

1. Plans and proposal forms will be available in the office of
 Plans and proposal forms are available to download from the Village of Hoffman Estates website at www.hoffmanestates.org/business/bids.php beginning July 6, 2026.

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	26707	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 11/06/26 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 _____ (_____).

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	26707	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	26707	Various

SIGNATURES

(If an individual)

Bidder Signature & 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

Attest:

Secretary

Secretary

Treasurer



Contractor's Name

Contractor's Address

City

State

Zip Code

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

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
1	Maltene base asphlt rejuven agt	SY	83,372		
2	Traffic Control and Protection	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.



Local Public Agency Proposal Bid Bond

Local Public Agency: Village of Hoffman Estates; County: Cook; Section Number: 26707

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 _____ of _____ Day Month and Year

Principal and Surety signature blocks with fields for Company Name, Signature & Date, and Title.

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

Name of Surety and Signature of Attorney-in-Fact Signature & Date fields.

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 of _____ Month and Year

(SEAL, if required by the LPA)

Notary Public Signature & Date field

Date commission expires _____

Local Public Agency

County

Section Number

Village of Hoffman Estates

Cook

26707

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

--



Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Hoffman Estates	Cook	Various	26707

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		
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>		
Title			
<div style="border: 1px solid black; height: 20px;"></div>			
Address	City	State	Zip Code
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>



Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Hoffman Estates	Cook	Various	26707

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

Notary Public Signature & Date

My commission expires _____

(SEAL)



Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	26707

Check this box for lettings prior to 01/01/2026

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

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	87
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	90
3	<input type="checkbox"/> EEO	91
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	101
5	<input type="checkbox"/> Required Provisions - State Contracts	106
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	112
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	113
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	114
9	<input type="checkbox"/> Construction Layout Stakes	115
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	118
11	<input type="checkbox"/> Subsealing of Concrete Pavements	120
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	124
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	126
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	127
15	<input type="checkbox"/> Polymer Concrete	129
16	<input type="checkbox"/> Reserved	131
17	<input type="checkbox"/> Bicycle Racks	132
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	134
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	136
20	<input type="checkbox"/> English Substitution of Metric Bolts	137
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	138
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	139
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	147
24	<input type="checkbox"/> Reserved	163
25	<input type="checkbox"/> Reserved	164
26	<input type="checkbox"/> Temporary Raised Pavement Markers	165
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	166
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	169
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	173
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	176
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	178
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	179

Local Public Agency

County

Section Number

Village of Hoffman Estates

Cook

26707

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

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LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	199
LRS 10	Reserved	203
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LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	206
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	208
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	209
LRS 15	<input checked="" type="checkbox"/> Partial Payments	212
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	213
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	214
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	215
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INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2026

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

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-26)

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RECURRING SPECIAL PROVISIONS

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

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BDE SPECIAL PROVISIONS
For the July 31 and September 18, 2026 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 Bureau of Design & Environment (BDE).

File Name	#		Special Provision Title	Effective	Revised	
	80099	1	<input type="checkbox"/>	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	<input type="checkbox"/>	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	<input type="checkbox"/>	Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	<input type="checkbox"/>	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	<input type="checkbox"/>	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	April 1, 2026
	80475	6	<input type="checkbox"/>	Bridge Deck Concrete Overlays	Jan. 1, 2026	
*	80241	7	<input type="checkbox"/>	Bridge Demolition Debris	July 1, 2009	
*	50531	8	<input type="checkbox"/>	Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	9	<input type="checkbox"/>	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80460	10	<input type="checkbox"/>	Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	Jan. 1, 2026
	80384	11	<input checked="" type="checkbox"/>	Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	12	<input type="checkbox"/>	Completion Date (via calendar days)	April 1, 2008	
*	80199	13	<input type="checkbox"/>	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80461	14	<input type="checkbox"/>	Concrete Barrier	Jan. 1, 2025	
	80453	15	<input type="checkbox"/>	Concrete Sealer	Nov. 1, 2023	
	80261	16	<input checked="" type="checkbox"/>	Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
	80476	17	<input type="checkbox"/>	Deck Slab Repair	Jan. 1, 2026	
*	80029	18	<input type="checkbox"/>	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2025
	80467	19	<input type="checkbox"/>	Erosion Control Blanket	Aug. 1, 2025	
	80229	20	<input type="checkbox"/>	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	21	<input type="checkbox"/>	Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80433	22	<input type="checkbox"/>	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80471	23	<input type="checkbox"/>	Guardrail	Nov. 1, 2025	
	80472	24	<input type="checkbox"/>	High Friction Surface Treatment	Nov. 1, 2025	
	80456	25	<input type="checkbox"/>	Hot-Mix Asphalt	Jan. 1, 2024	April 1, 2026
	80446	26	<input type="checkbox"/>	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	27	<input type="checkbox"/>	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80483	28	<input type="checkbox"/>	Inlet Filters	April 1, 2026	
	80477	29	<input type="checkbox"/>	Longitudinal Tining	Jan. 1, 2026	July 1, 2026
	80450	30	<input type="checkbox"/>	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	Aug. 1, 2025
	80478	31	<input type="checkbox"/>	Modified Longitudinal Construction Joint	Jan. 1, 2026	
	80464	32	<input type="checkbox"/>	Pavement Marking	April 1, 2025	Nov. 1, 2025
	80468	33	<input type="checkbox"/>	Pavement Patching	Aug. 1, 2025	
	80441	34	<input type="checkbox"/>	Performance Graded Asphalt Binder	Jan. 1, 2023	
	80459	35	<input type="checkbox"/>	Preformed Plastic Pavement Marking	June 2, 2024	
*	34261	36	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80473	37	<input type="checkbox"/>	Raised Reflective Pavement Markers	Nov. 1, 2025	
	80455	38	<input type="checkbox"/>	Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2026
	80474	39	<input type="checkbox"/>	Residential Driveway Temporary Signal	Nov. 1, 2025	
	80445	40	<input type="checkbox"/>	Seeding	Nov. 1, 2022	July 1, 2026
	80457	41	<input type="checkbox"/>	Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
	80462	42	<input type="checkbox"/>	Sign Panels and Appurtenances	Jan. 1, 2025	Jan. 1, 2026
	80479	43	<input type="checkbox"/>	Sinusoidal Rumble Strips	Jan. 1, 2026	
	80469	44	<input type="checkbox"/>	Slope Wall	Aug. 1, 2025	
	80448	45	<input type="checkbox"/>	Source of Supply and Quality Requirements	Jan. 2, 2023	Jan. 1, 2026
	80340	46	<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	47	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Nov. 1, 2025
	80480	48	<input type="checkbox"/>	Structural Repair of Concrete	Jan. 1, 2026	
	80397	49	<input type="checkbox"/>	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	50	<input type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80463	51	<input type="checkbox"/>	Submission of Bidders List Information	Jan. 2, 2025	Mar. 2, 2025

	80482	52	<input type="checkbox"/>	Submission of Payroll Records – Federal Aid Contract	April 1, 2026	
	80437	53	<input type="checkbox"/>	Submission of Payroll Records – State Contract	April 1, 2021	April 1, 2026
	80435	54	<input type="checkbox"/>	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80465	55	<input type="checkbox"/>	Surveying Services	April 1, 2025	
	80481	56	<input type="checkbox"/>	Temporary Concrete Barrier	Jan. 1, 2026	
	80466	57	<input type="checkbox"/>	Temporary Rumble Strips	April 1, 2025	
	80484	58	<input type="checkbox"/>	Tolerance in Thickness for Continuously Reinforced PCC Pavement	July 1, 2026	
	80470	59	<input type="checkbox"/>	Traffic Signal Backplate	Aug. 1, 2025	
*	20338	60	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	61	<input type="checkbox"/>	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	62	<input type="checkbox"/>	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458	63	<input type="checkbox"/>	Waterproofing Membrane System	Aug. 1, 2024	
	80302	64	<input type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
	80454	65	<input type="checkbox"/>	Wood Sign Support	Nov. 1, 2023	
	80427	66	<input checked="" type="checkbox"/>	Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2026
	80485	67	<input type="checkbox"/>	Work Zone Width Restriction	July 1, 2026	
*	80071	68	<input type="checkbox"/>	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2026 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80447	Grading and Shaping Ditches	Articles 214.03 & 214.04	Jan. 1, 2023	



VILLAGE OF HOFFMAN ESTATES
2026 ASPHALT REJUVENATION PROJECT

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VILLAGE OF HOFFMAN ESTATES
2026 ASPHALT REJUVENATION PROJECT
SPECIAL PROVISIONS

The following Special Provisions supplement the Illinois Department of Transportation's (IDOT) "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", in effect on the date of invitation for bids and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of this Village of Hoffman Estates project. In case of conflict with any part, or parts, of said specifications, these Special Provisions shall take precedence and shall govern.

SECTION 1. GENERAL REQUIREMENTS

1.01 DEFINITIONS

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.

1.02 PROJECT DESCRIPTION

The improvements included in this Contract consist of furnishing all of the materials, labor and equipment required for the cleaning, application of paint pavement markings at multiple locations, for asphalt grinding and surface patching asphalt placement, and for routing, cleaning, and sealing of cracks in asphalt pavement on various streets and roadways in Hoffman Estates, together with all other incidental work necessary to complete the improvements according to the Standard Specifications and Special Provisions.

1.03 SCOPE OF WORK

The intent of the contract is to prescribe a complete outline of work to be performed in full compliance with the specifications. The contractor shall perform all routing, cleaning, sealing of cracks necessary to complete the work in an acceptable manner. Due to budgetary constraints, the Village may increase or decrease contract quantities or remove or change locations of work. No compensation shall be provided to the contractor for any mobilization costs, specifically for changes to quantities.

1.04 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.

The Contractor shall coordinate their construction activities with the Village of Hoffman Estates so as to minimize interference with residential services such as garbage collection, events planned at the NOW Arena and work occurring from the 2026 Street Revitalization Projects. Water use shall be in accordance with Village of Hoffman Estates regulations.

The contractor is required to clean and sweep each street with a mechanical street sweeper meeting the approval of the Engineer to remove all loose residues resulting from the work herein described. Any residue on parkways or driveways resulting from the routing operations shall also be cleaned. The sweeping of each street shall take place within 24 hours of work being completed on that street or as directed by the engineer. The Village does not provide a dump site for the materials picked up by the sweeper. This work shall not be paid for separately but shall be considered incidental to the cost of construction.

The Contractor shall be required to follow current Cook and Kane County Prevailing Wage rates effective on or after May 21, 2026 and can be referenced on the Village's website at: <https://www.hoffmanestates.org/business/bids.php>

1.05 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 days prior to the start of work.

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

1.06 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's 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.

1.07 PROJECT SCHEDULE

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

It is essential that constant, non-interrupted progress occur at each work location.

1.08 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. The Village Municipal Code restricts 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. This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs and lighting, or to construction of an emergency nature. No construction work is permitted on holidays. All Contractors and subcontractors working on this project will be bound by these requirements.

1.09 CONSTRUCTION PROCEDURES AND CLEANING

During construction, the Contractor and his subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. **The Contractor shall keep the premises clean during construction to the satisfaction of the Engineer.** This work shall be considered incidental to the contract.

No construction equipment shall be permitted to be parked or stored on Village parkways. No construction material, excavation spoils or any other objects shall be permitted to be placed and/or stored on Village parkways. Every effort shall be made by the Contractor when working to preserve trees and shrubs.

The Contractor may obtain a Village water meter for free water usage on this job. The 3" water meter can be obtained at the Village Public Works Department for a \$2,600 fee deposit. The 5/8" water meter can be obtained at the Village Public Works Department for a \$200 fee deposit.

1.10 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.

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.

1.11 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 Engineering Division, Phone (847) 252-5800 and to the Hoffman Estates Police Department, Phone 911. 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.

1.12 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.

SECTION 2. PROTECTION OF EXISTING FACILITIES

2.01 DRAINAGE FACILITIES

Unless otherwise noted in the Special Provisions, the existing drainage facilities shall remain in use during the period of construction.

All drainage structures are to be kept free of any debris resulting from the Contractor's operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the Contract. Any accumulation of debris in the drainage structures resulting from the Contractor's operations shall be removed at the Contractor's expense with no extra compensation allowed.

2.02 MISCELLANEOUS INCIDENTAL RESTORATION

Any driveway, sidewalk, carriage walk, or other miscellaneous item which is damaged by the Contractor will be repaired to the satisfaction of the Engineer. Methods for repair must be approved by the Engineer prior to the Contractor making any repairs. This work will not be paid for separately but will be considered incidental to the Contract.

All other damages to property not specifically covered in other sections of this Contract will be corrected and restored to its original condition or better as existed before construction.

This work will be done at the Contractor's expense and will be considered incidental to the Contract. The Contractor shall leave all project sites in the best possible condition and to the complete satisfaction of the Engineer.

2.03 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.

SECTION 3. TRAFFIC CONTROL PROVISIONS

3.01 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 special details and Highway Standards contained in the plans, the Traffic Specifications and the Special Provisions contained herein.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

STANDARDS: 701301, 701311, 701501, 701601, 701701, 701801, 701901

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)

3.02 TRAFFIC CONTROL AND PROTECTION

Traffic Control and Protection shall be provided as called for in the plans, details, these Special Provisions, applicable 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. The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24 hours a day, including Sundays and holidays.

The governing factor in the execution and staging for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

Traffic Control Devices include signs and their supports, signals, pavement marking, barricades with sand bags, channelizing devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour

pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

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.

SECTION 4. ROADWAY SPECIAL PROVISIONS

MALTENE-BASED ASPHALT REJUVENATING AGENT

Description. This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an emulsified Maltene-Based Asphalt Rejuvenating agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be in accordance with the specifications and any applicable drawings and subject to the terms and conditions of this contract.

Pre-Construction. The Contractor shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications to the Resident Engineer at the pre-construction meeting.

Material Specifications. The emulsion will be a naphthenic, maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

NAPHTHENIC MALTENE-BASED ASPHALT REJUVENATOR SPECIFICATIONS:

Property	Test Method ASTM	Requirements Min.	Max.
<u>Tests on Emulsion:</u>			
Viscosity @ 25°C, SFS	D-244	15	40
Residue, w%	D-244 (Mod.) ³	60	65
Miscibility Test	D-244 (Mod.) ²		No Coagulation
Sieve Test, w%	D-244 (Mod.) ¹	---	0.1
Particle Charge Test	D-244		Positive
<u>Tests on Distillation Residue:</u>			
Flash Point, COC, °C	D-92	196	---
Viscosity@ 60°C, cSt	D-445	100	200
Asphaltenes, %w	D-2006-70		1.0
Maltene Dist. Ratio (Polar Compounds) + (1 st Acidaffins)	D-2006-70	0.3	0.6
(Saturates) + (2 nd Acidaffins)			
Polar Compounds/Saturates Ratio	D-2006-70	0.5	---
Saturated Hydrocarbons, S	D-2006-70	21	28

¹Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent (2%) sodium oleate solution.

²Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

Material Performance. The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate, replace lost maltene fractions, and decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; For pavements receiving their first or original application within the first 12 months of paving, viscosity shall be reduced by an AVERAGE of twenty-five percent (25%). For pavements receiving their first or original application after pavement has been installed more than 12 months, viscosity shall be reduced by an AVERAGE of thirty percent (30%). These are to be determined by the dynamic shear rheometer (DSR)

method for asphalt testing in accord with AASHTO T315-05, extraction ASTM 2172, Recovery ASTM D5404. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition, the phase angle shall be increased.

Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to prevent the intrusion of air and water.

The bidder must submit their bid with:

1. Asphalt Rejuvenator product name and descriptive literature. Literature shall be descriptive and detailed information and shall show it at least meets the material specifications.
2. A current Material Safety Data Sheet (MSDS) for the material.
3. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
4. Previous use documentation and test data conclusively demonstrating that the rejuvenating agent has been used successfully for a period of two years by government agencies such as Cities, Counties, or DOT's.
5. Testing data from a minimum of five projects showing that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

Product Standards. The product "Reclamite"® produced by Tricor Refining, LLC is the standard for the naphthenic emulsified maltene-based asphalt rejuvenating agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for "Reclamite" or approved equal. If an alternate material is proposed, bidder must submit the above referenced material specifications and testing data along with their bid to be reviewed by the Village, and bidder must clearly state on the bid form that the bid pricing is not based on "Reclamite", but rather an alternate material. Submittal of an alternate material which does not meet or exceed the requirements in these specifications

may be justification for disqualification of a bid. The determination of a product's suitability as an equal alternative to Reclamite shall be solely based on the judgment of the Village.

Applicator Experience. The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of five (5) years' experience in applying the product proposed for use on municipal streets. The Contractor must submit with his bid a list of five (5) projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be present and in control of each day's work. The bidder shall submit at the preconstruction meeting a written experience outline of the project superintendent.

Application Temperature and Weather Limitations. The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when there is no likelihood of precipitation forecasted within twenty-four (24) hours of application. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40 degrees Fahrenheit or when temperatures are forecasted to fall below 35 degrees Fahrenheit within twenty-four (24) hours of application. It shall be the discretion of the Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Engineer.

Handling of Asphalt Rejuvenating Agent. Contents in tank cars or storage tanks shall be circulated at least forty-five (45) minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Engineer.

Application Equipment. The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 0.5 pounds to 4 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or lawns. Any wet sand shall be rejected from the job site. Any equipment which is not maintained in full working order, or is proven

inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

Application of Rejuvenating Agent. The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application. Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck. Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense. After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

Street Sweeping. The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods approved by the Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used. All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment. All debris generated by sweeping shall be picked up and disposed of by the contractor. All cleaning of pavement surfaces including street sweeping shall be included in the price bid per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

Traffic Control and Safety. The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. To limit the potential tracking of material onto driveway surfaces, staging of work to allow cross traffic to navigate through the community must be

maintained. The closing of roadways may be required with each area closed off using type 1 or type 3 barricades to deter traffic. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and IDOT standards. The Contractor shall notify the Engineer as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.

Spreading of Sand or Screenings. The Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to perform the sanding operation in accordance with this contract.

Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to ensure even distribution of the sand or screenings to be worked into any voids in the payment surface as directed by customer representative. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of two pounds to four pounds per square yard for the restorative application.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the restoring agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and contractor must be available on an as needed basis to provide the required sanding.

Resident Notification. The Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no less than 3 calendar days prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street.

Measurement and Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for MALTENE-BASED ASPHALT REJUVENATING AGENT which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified and required.

PUBLIC CONVENIENCE AND SAFETY (D1)

Effective: May 1, 2012

Revised: July 15, 2012

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

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

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

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

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

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

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.

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
BITUMINOUS MATERIALS COST ADJUSTMENT FOR LOCAL LETTINGS

(RETURN FORM WITH BID)

Effective: June 16, 2017

Revised:

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the project owner, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

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 of Transportation for the month the work is performed, \$/ton (\$/metric ton).

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

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

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

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

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$
For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

Where: A = Area of the HMA mixture, sq yd (sq m).
D = Depth of the HMA mixture, in. (mm).
 G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.
V = Volume of the bituminous material, gal (L).
SG = Specific Gravity of bituminous material as shown on the bill of lading.

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

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

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

Return With Bid

OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract?


Yes No

Signature: _____ **Date:** _____



Illinois Department of Transportation

Memorandum

To: Regional Engineers
From: Jack A. Elston 
Subject: Special Provision for Compensable Delay Costs
Date: January 11, 2019

This special provision was developed to allow the department to pay for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control when a contract delay meets certain criteria. It has been revised to remove the extended traffic control adjustment equations for completion date contracts and simply refer to Article 109.04

This special provision should be inserted into all contracts.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the April 26, 2019 and subsequent lettings. The Project Coordination and Implementation Section will include a copy in the contract.

This special provision will be available on the transfer directory January 11, 2019.

80384m

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



Illinois Department of Transportation

Memorandum

To: Regional Engineers
From: Jack A. Elston 
Subject: Special Provision for Construction Air Quality – Diesel Retrofit
Date: September 27, 2024

This special provision was developed by the Bureau of Design and Environment and the Bureau of Construction to reduce construction air emissions from older diesel equipment. It has been revised to update the weblink for the EPA verified technologies list and to eliminate the effective dates for retrofitting as they have all passed.

This special provision should be inserted in all projects within the following counties, townships and precinct; Cook, DuPage, Kane, Lake, McHenry, Will, Jersey, Madison, Monroe, St. Clair, Aux Sable and Goose Lake Township in Grundy County, Oswego Township in Kendall County, and Baldwin Precinct in Randolph County.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the January 17, 2025 and subsequent lettings. The Project Coordination and Implementation Section will include a copy in the contract.

80261m

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

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 according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

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* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), 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



Illinois Department of Transportation

Memorandum

To: Regional Engineers
From: Jack A. Elston 
Subject: Special Provision for Work Zone Traffic Control Devices
Date: September 26, 2025

This special provision was developed by the Bureau of Safety Programs and Engineering to update temporary traffic control devices to MASH-16 requirements in accordance with AASHTO and FHWA guidelines. It has been revised to incorporate updates from the 11th Edition MUTCD and to fix a typographical error.

This special provision should be inserted into all contracts.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the January 16, 2026 and subsequent lettings. The Project Coordination and Implementation Section will include a copy in the contract.

80427m

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2026

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise Article 701.03(p) of the Standard Specifications to read:

“(p) Detectable Pedestrian Channelizing Barricades 1106.02(m)”

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 shall be MASH compliant.

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 shall be MASH compliant.

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 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350, 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 sign supports, speed feedback displays, 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 compliant is available, an NCHRP 350 compliant device may be used, even if manufactured after December 31, 2019.”

Revise the first paragraph of Section 1106.02(a) of the Standard Specifications to read:

“(a) Lights. Lights shall meet the requirements of Chapter 13 of the “Equipment and Materials Standards of the Institute of Transportation Engineers,” 1998, Institute of Transportation Engineers, and shall be visible on a clear night from a distance of 3000 ft (900 m). Lights are classified as follows.”

Revise Articles 1106.02(g), 1106.02(k), 1106.02(l), and 1106.02(m) of the Standard Specifications 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.

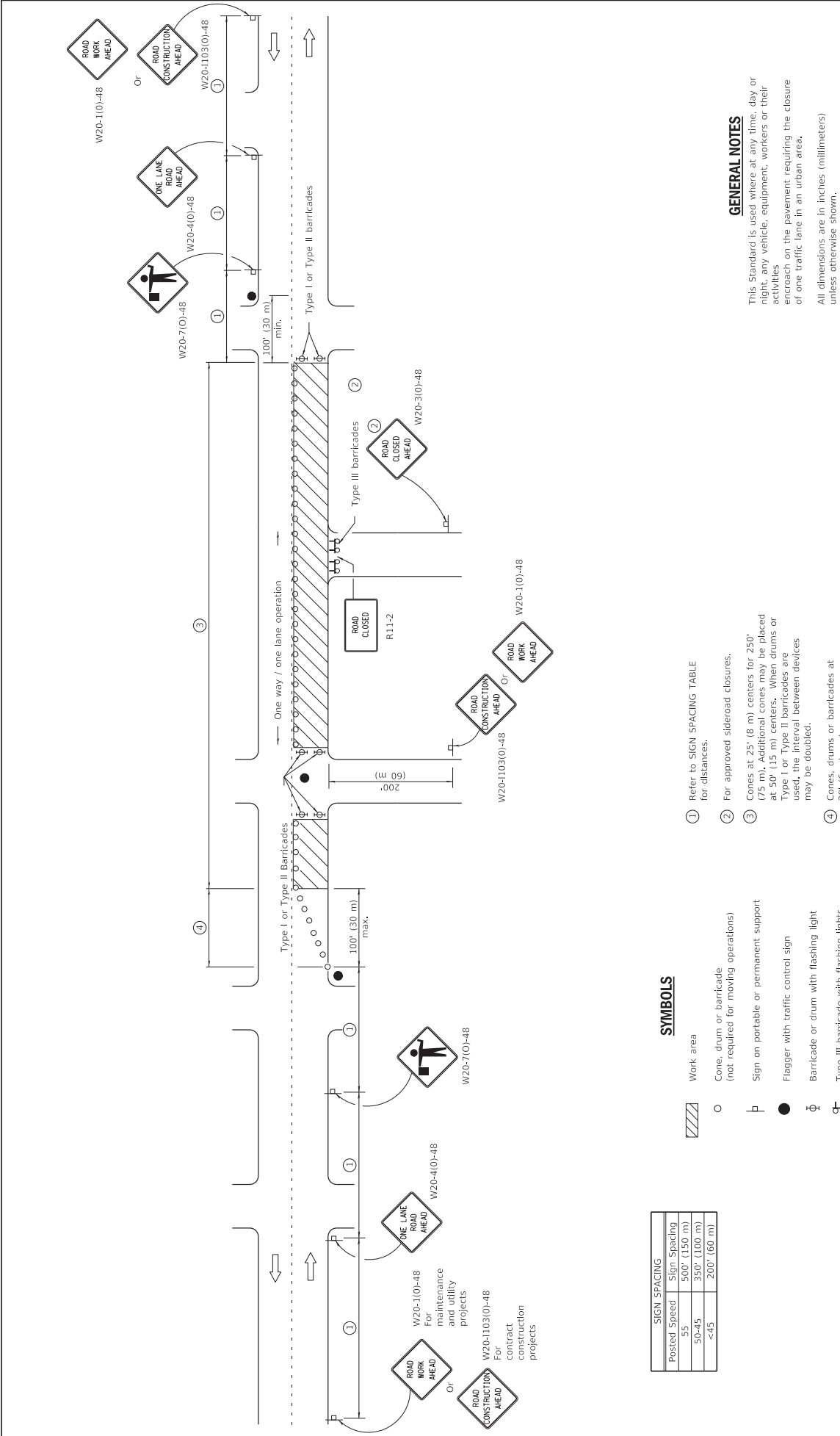
(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

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.

- (m) Detectable Pedestrian Channelizing Barricades. The top panel or handrail shall be continuous and there should be at least a 2 in. (50 mm) gap between the hand trailing edge and its support. When visible to vehicular traffic, the top rail shall have alternating white and orange retroreflective stripes sloping at 45 degrees. The bottom panel shall be continuous and have alternating white and orange retroreflective stripes sloping at 45 degrees. Barricade stripes shall be 6 in. (150 mm) in width. The predominant color for other barricade components shall be white, orange, or silver.”

80427



SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

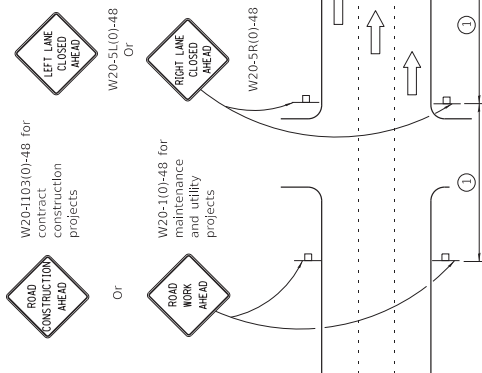
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No. 5.

**URBAN LANE CLOSURE,
2L, 2W, UNDIVIDED**

STANDARD 701501-06

Illinois Department of Transportation
 PASSED January 1, 2011
 ENGINEER OF SAFETY ENGINEERING
 APPROVED January 1, 2011
 ENGINEER OF DESIGN AND ENVIRONMENT



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- ↑ Arrow board
- Cone, drum or barricade
- ⊥ Sign on portable or permanent support
- ▨ Work area
- ⊕ Barricade or drum with flashing light
- ⊕ Type III barricade with flashing lights
- Flagger with traffic control sign.

- 1 Refer to SIGN SPACING TABLE for distances.
- 2 Required for speeds > 40 MPH
- 3 Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- 4 Use flagger sign only when flagger is present.
- 5 For approved sideroad closures.
- 6 Cones, drums or barricades at 20' (6 m) in taper.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in urban areas.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = 150$
45 mph (80 km/h) or greater:	$L = \frac{W(S)}{15}$	$L = 0.65(W)(S)$

W = Width of offset
In feet (meters).

S = Normal posted speed
mph (km/h).

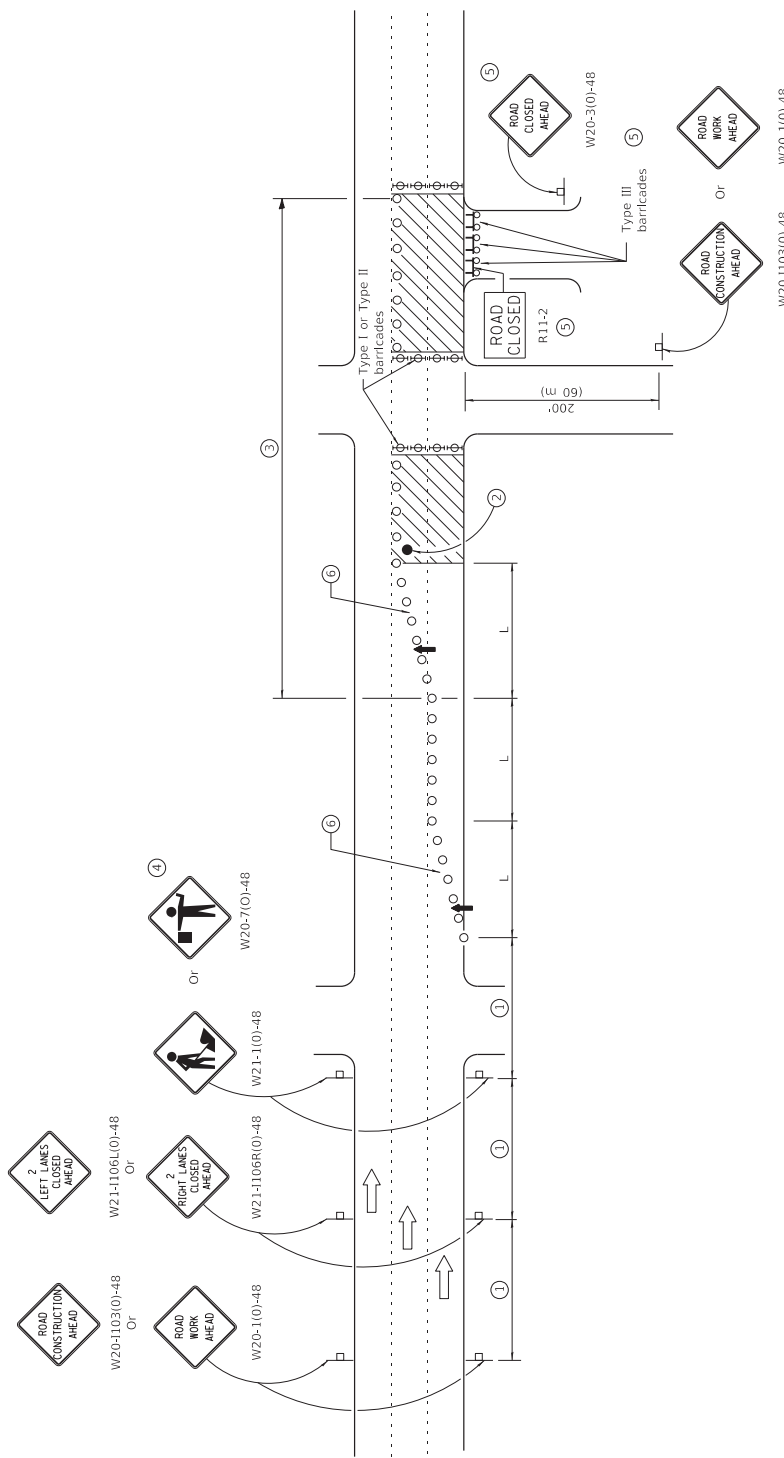
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text: 'WORKERS' sign.

URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN
(Sheet 1 of 2)

STANDARD 701601-09

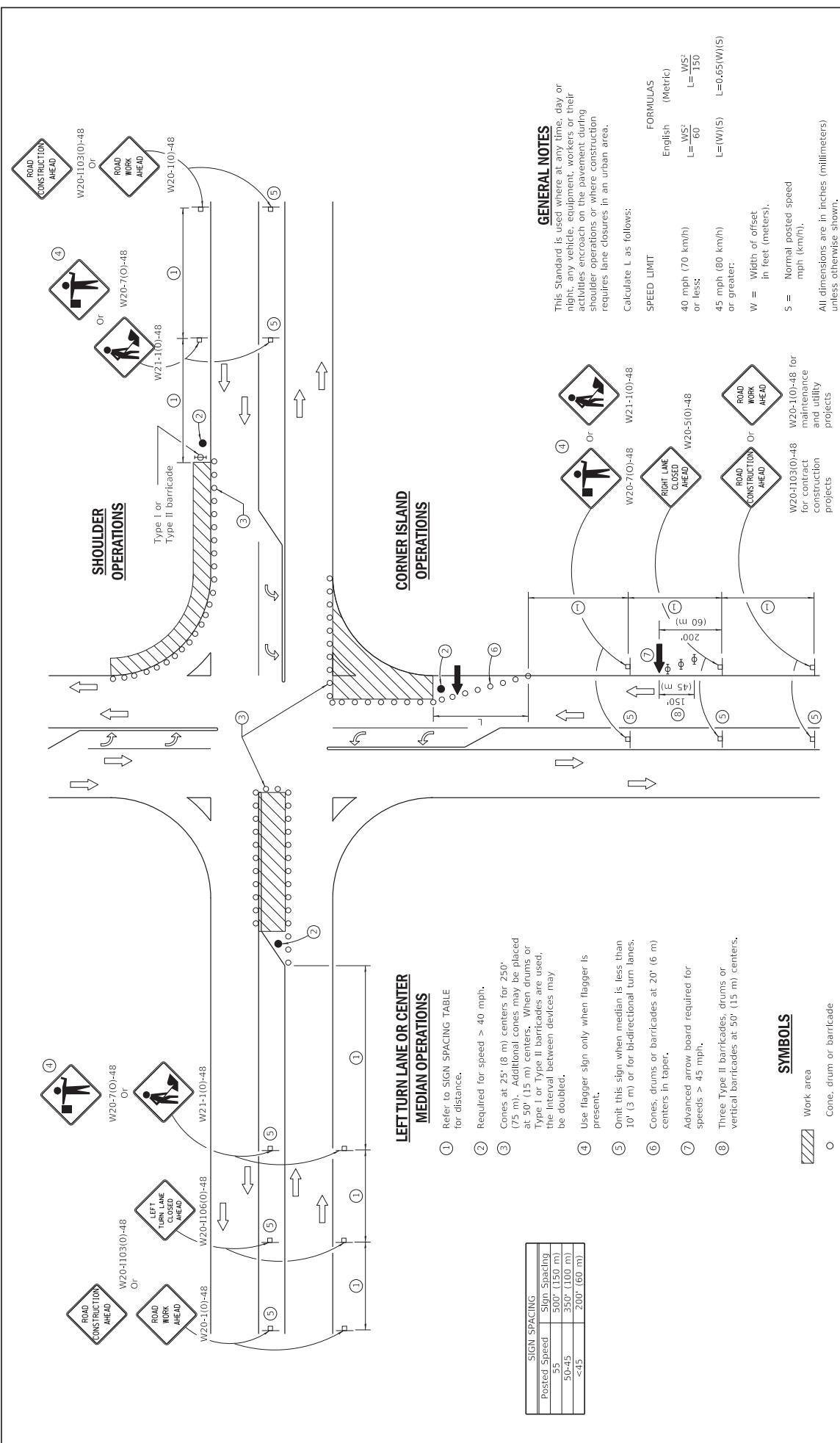
Illinois Department of Transportation
 PASSED January 2014
 APPROVED January 2014
 ENGINEER OF SAFETY ENGINEERING
 ENGINEER OF DESIGN AND ENVIRONMENT



**URBAN LANE CLOSURE,
MULTILANE, 1W OR 2W WITH
NONTRAVERSABLE MEDIAN**
(Sheet 2 of 2)

STANDARD 701601-09

Illinois Department of Transportation PASSED APPROVED ENGINEER OF SAFETY ENGINEERING ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-97
	January 2014 January 2014



LEFT TURN LANE OR CENTER MEDIAN OPERATIONS

- 1 Refer to SIGN SPACING TABLE for distance.
- 2 Required for speed > 40 mph.
- 3 Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- 4 Use flagger sign only when flagger is present.
- 5 Omit this sign when median is less than 10' (3 m) or for bi-directional turn lanes.
- 6 Cones, drums or barricades at 20' (6 m) centers in taper.
- 7 Advanced arrow board required for speeds > 45 mph.
- 8 Three Type II barricades, drums or vertical barricades at 50' (15 m) centers.

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Cone, drum or barricade
- Sign on portable or permanent support
- Arrow board
- Barricade or drum with flashing light
- Flagger with traffic control sign

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in an urban area.

Calculate L as follows:

SPEED LIMIT	FORMULAS
	(Metric)
English	$L = \frac{WS^2}{60}$
Metric	$L = \frac{WS^2}{150}$
40 mph (70 km/h) or less:	$L = (W)(S)$
45 mph (80 km/h) or greater:	$L = 0.65(W)(S)$

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

URBAN LANE CLOSURE, MULTILANE INTERSECTION	
DATE	REVISIONS
4-1-16	Corrected sign number for LEFT TURN LANE CLOSED AHEAD.
1-1-14	Added devices at arrow board upstream from taper.
	Rev. workers sign number.

STANDARD 701701-10

Illinois Department of Transportation

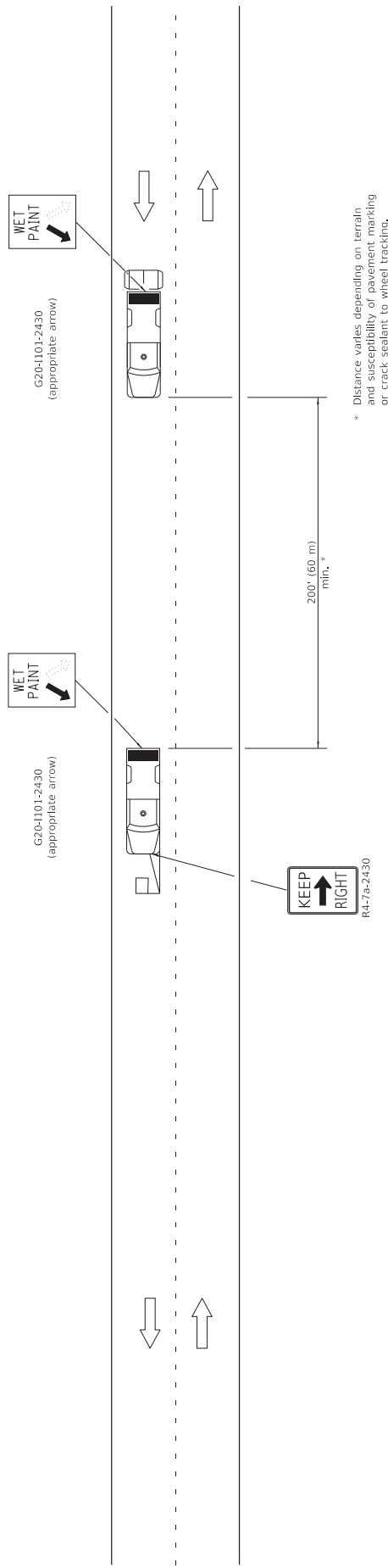
ISSUED 1-1-07

PASSED April 1, 2016

APPROVED April 1, 2016

ENGINEER OF SAFETY ENGINEERING

ENGINEER OF DESIGN AND ENVIRONMENT



G20-1101-2430
(appropriate arrow)

G20-1101-2430
(appropriate arrow)

KEEP RIGHT
R4-7a-2430

200' (60 m)
min.*

* Distance varies depending on terrain and susceptibility of pavement marking or crack sealant to wheel tracking.

TYPICAL APPLICATIONS

- Landscape work
- Utility work
- Pavement marking
- Weed spraying
- Roadmeter measurements
- Debris cleanup
- Crack pouring

SYMBOLS

- Arrow board (Hazard Mode only)
- Truck with headlights, emergency flashers and flashing amber light, (visible from all directions)
- 18x18 (450x450) min., orange flag (use when guide wheel is used)
- Truck mounted attenuator

GENERAL NOTES

This Standard is used where any vehicle, equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 701426, unless otherwise shown.

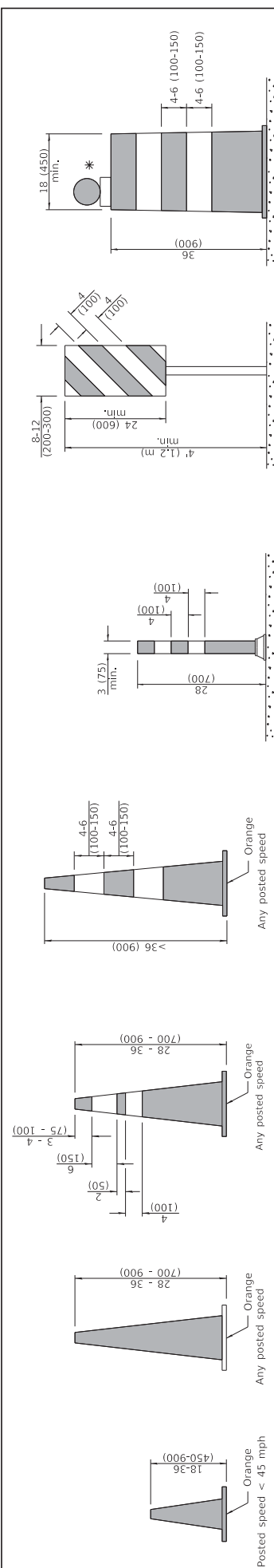
LANE CLOSURE 2L, 2W MOVING OPERATIONS- DAY ONLY	
DATE	REVISIONS
1-1-09	Switched units to English (metric). Omitted Pass With Care sign.
1-1-00	Elim. speed restrictions in Standard title.

STANDARD 701311-03

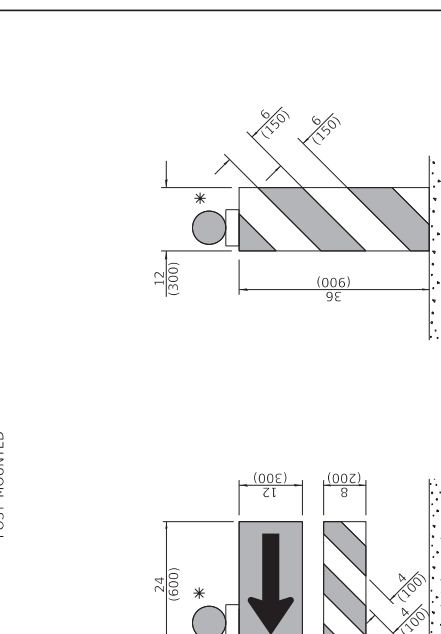
Illinois Department of Transportation
ISSUED 1-1-07

PASSED January 1, 2009
[Signature]
ENGINEER OF OPERATIONS

APPROVED January 1, 2009
[Signature]
ENGINEER OF DESIGN AND ENVIRONMENT

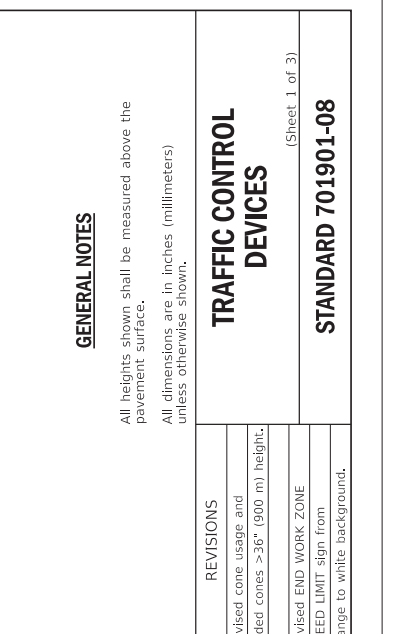


CONES



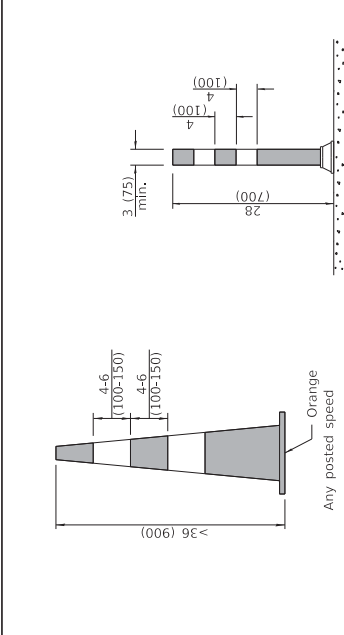
TUBULAR MARKER

VERTICAL PANEL POST MOUNTED



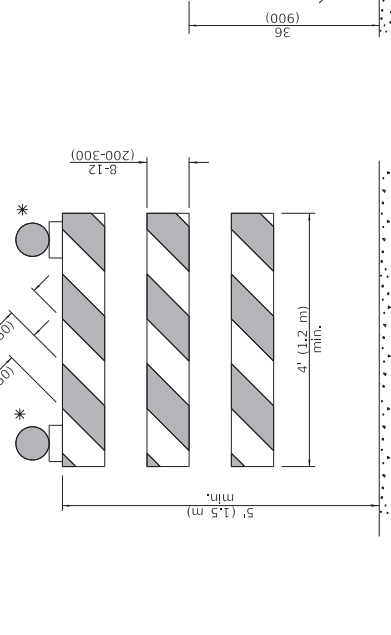
DRUM

VERTICAL BARRICADE

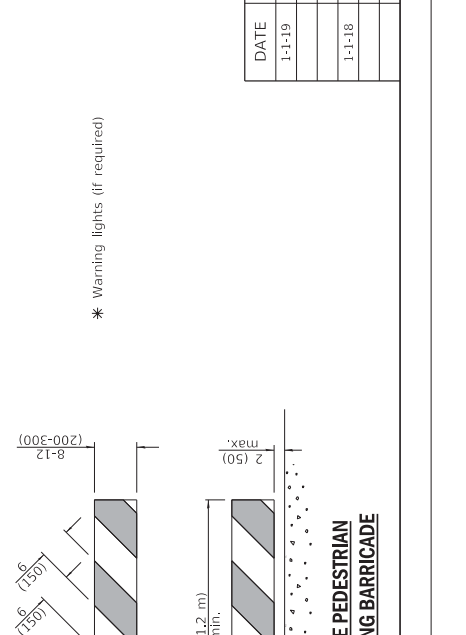


TYPE I BARRICADE

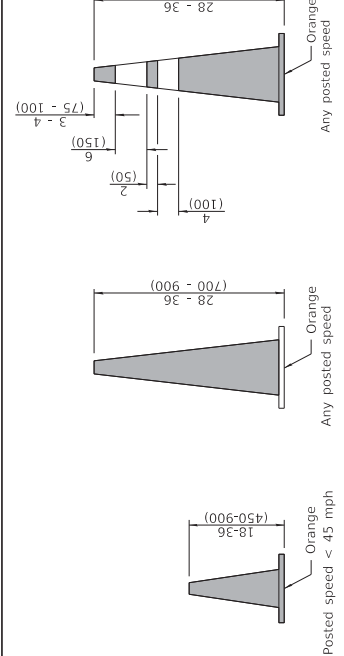
TYPE II BARRICADE



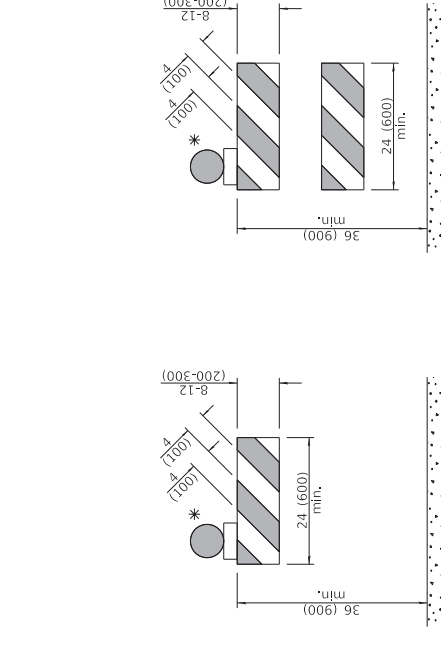
TYPE III BARRICADE



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE



DIRECTION INDICATOR BARRICADE

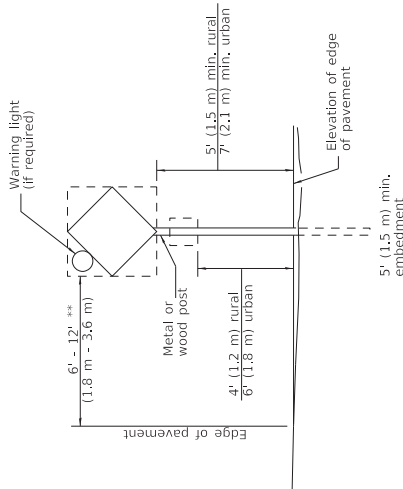


GENERAL NOTES

TRAFFIC CONTROL DEVICES	
(Sheet 1 of 3)	
DATE	REVISIONS
1-1-19	Revised cone usage and added cones >36" (900 m) height.
1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

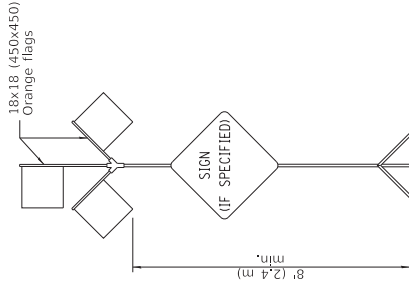
Illinois Department of Transportation
 APPROVED January 1, 2019
 ENGINEER OF SAFETY PROC. AND ENGINEERING
 APPROVED January 1, 2019
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13



POST MOUNTED SIGNS

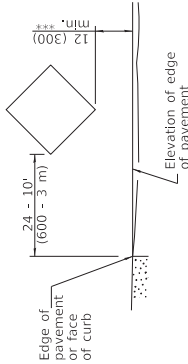
** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



HIGH LEVEL WARNING DEVICE

SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) to the face of curb behind other devices; the height shall be sufficient to be seen completely above the devices.

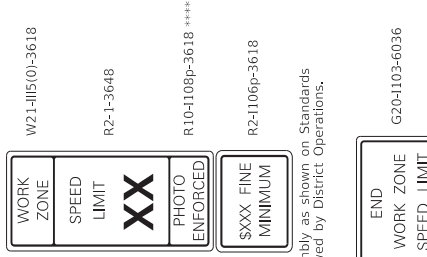


ROAD CONSTRUCTION NEXT X MILES
G20-1104(0)-6036

END CONSTRUCTION
G20-1105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.
ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.
END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).
Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

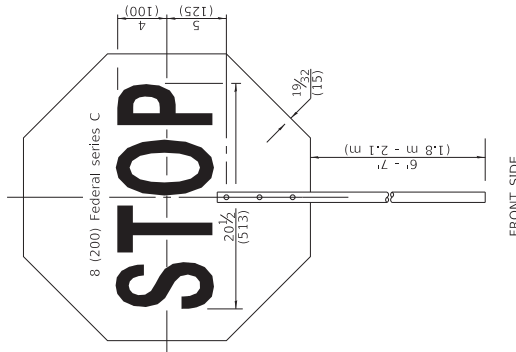


Sign assembly as shown on Standards or as allowed by District Operations.

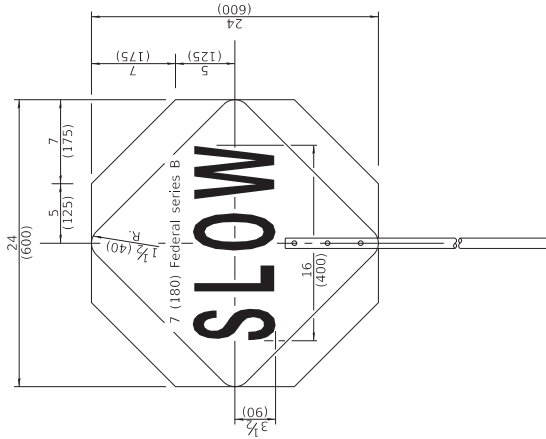
This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

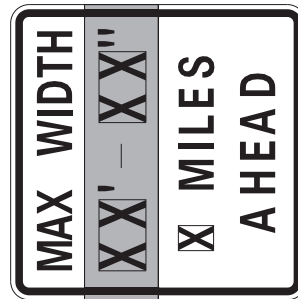
**** R10-1108p shall only be used along roadways under the jurisdiction of the State.



FRONT SIDE



REVERSE SIDE



W112-1103-4848

WIDTH RESTRICTION SIGN

XX-XX" width and X miles are variable.

Illinois Department of Transportation
APPROVED January 1, 2019
Cynthia C. [Signature]
ENGINEER OF SAFETY PROC. AND ENGINEERING
APPROVED January 1, 2019
S. [Signature]
ENGINEER OF DESIGN AND ENVIRONMENT

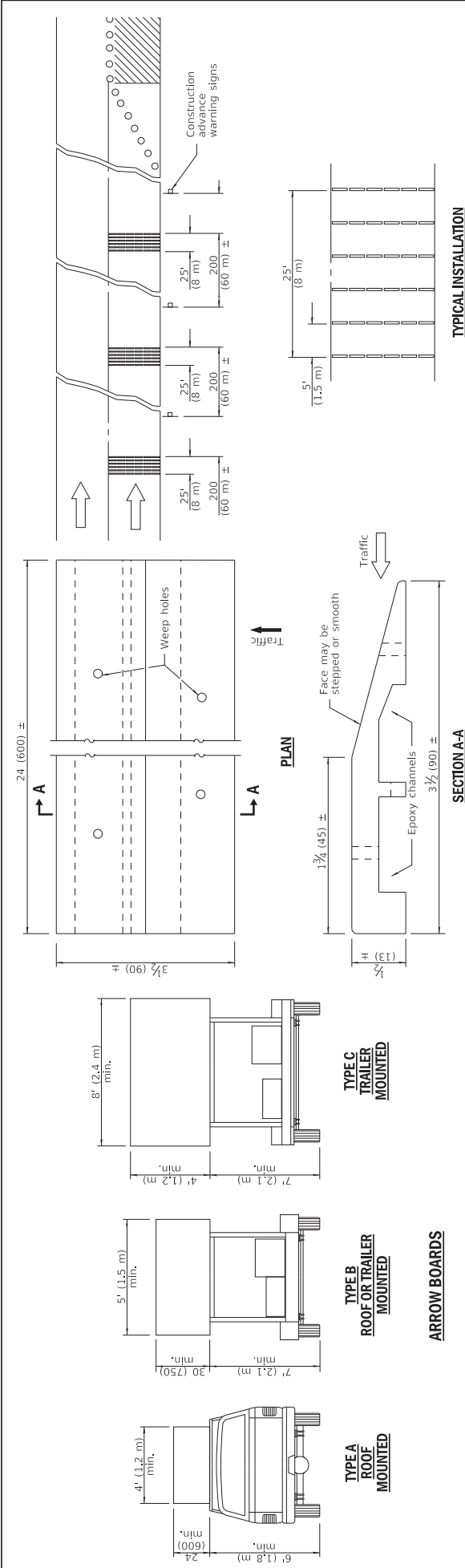
ISSUED 1-1-13

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

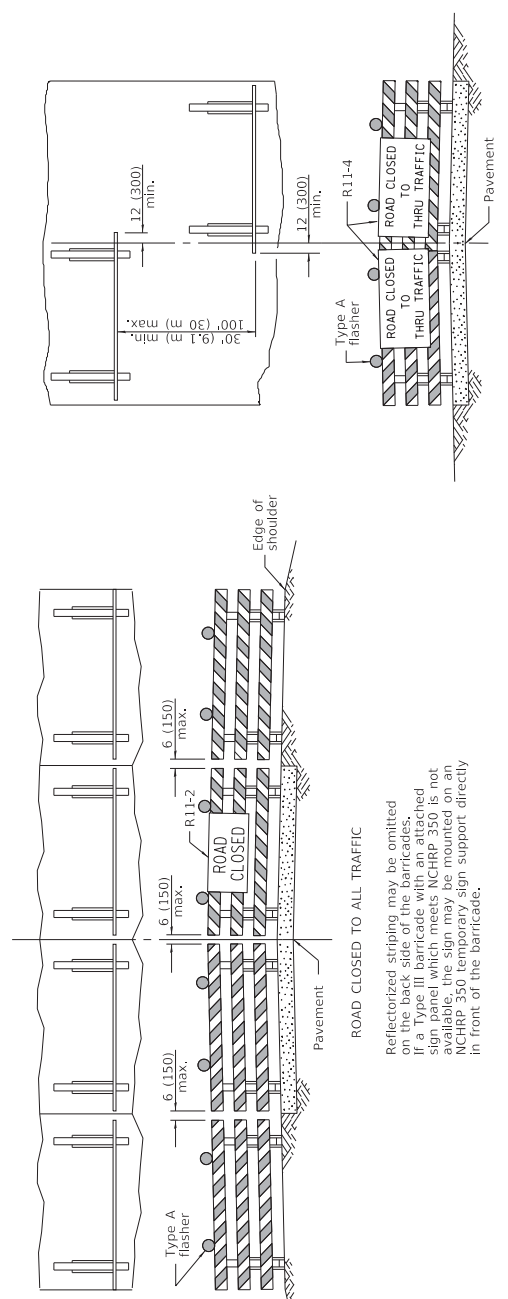
STANDARD 701901-08

FLAGGER TRAFFIC CONTROL SIGN



TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

ROAD CLOSED TO THRU TRAFFIC

ROAD CLOSED TO THRU TRAFFIC

ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with reflectORIZED striping is used, MCHRP 350 is not available, the signs may be mounted directly in front of the barricade.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

APPROVED CYNTHIA D. SMITH ENGINEER OF SAFETY PROC. AND ENGINEERING	APPROVED ROBERT E. SMITH ENGINEER OF DESIGN AND ENVIRONMENT
January 1, 2019 January 1, 2019	January 1, 2019 January 1, 2019

Illinois Department of Transportation

ISSUED 1-1-13

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-08

STREET	BEGIN	END	SQUARE YARDS	ORIGINAL PAVING DATE
ILLINOIS BLVD	SCHAUMBURG RD	THACKER ST	14733	NOVEMBER 2025
HASSELL RD	FAIRWAY CT	ROSEDALE LN	16333.1	JULY 2025
GANNON DR	GOLF RD	BODE RD	11377.3	APRIL 2025
ASH RD	ARIZONA BLVD	HIGGINS RD	2380.1	AUGUST 2024
WESTBURY DR	SHOREWOOD DR	HAMAN AVE	24530	JULY 2025
MUMFORD DR	WESTBURY DR	FREEMAN RD	6560.6	APRIL 2025
VERSAILLES RD	ALGONQUIN RD	CHARLEMAGNE DR	2854.2	SEPTEMBER 2019
HUDSON DR	N FIRESTONE DR	W FIRESTONE DR	4604.1	APRIL 2025

TOTAL SY
83372.4

Forms For Reference Only
(Not to be Returned with Submitted Bid)

Appendix A:

Sales Tax Exemption Number Authorization Form

**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)					

Forms For Reference Only
(Not to be Returned with Submitted Bid)

Appendix B:
Local Public Agency Formal Contract

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Street Name/Road Name

Type of Funds

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the _____
of _____, known as the party of the first part, and _____,
Local Public Agency Contractor
its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____
in _____, approved by the Illinois Department of Transportation on _____, are essential
Local Public Agency Date
documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ of _____
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)

Forms For Reference Only
(Not to be Returned with Submitted Bid)

Appendix C:

Village of Hoffman Estates Payment and Performance Surety Bond



VILLAGE OF HOFFMAN ESTATES PAYMENT AND PERFORMANCE SURETY BOND

BOND NO.	DATE BOND EXECUTED:
PRINCIPAL:	BOND AMOUNT: (written out & numerically)
CO-PRINCIPAL(S):	CONTRACT DOCUMENTS:
SURETY(IES):	PROJECT:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal(s) and Surety(ies) hereto, recite and declare that:

1. The Principal(s) and Surety(ies) on this bond agree that all undertakings, covenants, terms, conditions and agreements of the Contract Documents listed above and incorporated herein by reference will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due to them under the provisions of such contracts for labor performed or materials furnished in the performance of the Contract on account of which this bond is given.
2. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.
3. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Contract Documents identified above, which Contract Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until released by the Village. Contract Documents shall also include any agreements, bid documents, specifications, engineering, design, or construction requirements or other Village documents associated with the Project, including any laws, ordinances and/or governmental regulations related to the Project.
4. Surety waives all of its surety defenses including, but not limited to, the following:
 - a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Contract Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Contract Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;
 - b) Any extension or reduction of time beyond the period provided for in the Contract Documents for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;
 - c) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Contract Documents, or that taking of any action, proceeding, or step by

Village, acting in good faith upon the belief that same is permitted by the provisions of the Contract Documents, shall not in any way release Principal or Surety, or either of them, or their respective executors, administrators, successors, or assigns, from liability under this Bond. Surety hereby waives notice of any amendment, indulgence made, granted or permitted;

d) The Principal, Co-Principal and Surety intend that each provision of this Bond be valid and binding upon them and expressly agree to abide thereby;

e) In the event of a default of this Bond, the Village may terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the Project.

f) The requirement of any other entity to perform any obligations contained in the Contract Documents shall in no way affect the obligations of the Surety under this Bond.

4. Default:

A default shall be deemed to have occurred on the part of the Principal if Principal shall fail to complete its obligations under the Contract Documents within the time set forth therein or any extensions thereof; or, prior to the expiration of such period, if in the sole judgment of the Village, the Principal has:

- A) abandoned the performance of its obligations under the Contract Documents; or
- B) failed to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due to them under the provisions of such contracts for labor performed or materials furnished in the performance of the Contract Documents; or
- C) renounced or repudiated its obligations under the Contract Documents; or
- D) clearly demonstrated through insolvency, or otherwise, that its obligations under the Contract Documents cannot be completed within the time allotted under the Contract Documents.

If the Principal defaults in the performance of all or any part of the obligations specified in the Contract Documents, the Village shall give written notice of the default to the Surety, with a copy to the Principal and Co-Principal, if any. In the event of such default and notice, Surety shall, within 45 days of receipt of the default notice, give written notice to the Village stating whether Surety will assume the Contract Document obligations and the obligations of the Principal, and should it elect to assume said obligations, Surety shall be required to complete the obligations specified in the Contract Documents according to its terms and provisions within 180

days of said notice, but not before expiration of the period provided for under the Contract Documents and approved extensions thereof. In the event that Surety elects to assume the obligations of Principal as provided herein and thereafter fails to faithfully perform all or any part of the work, or should it unnecessarily delay all or any part of the work, then the Village may proceed as provided in Paragraph No. 5 of this Bond.

6. Should Surety following notice of default notify the Village that Surety elects not to assume the obligations of Principal under the Contract Documents, or fails within 45 days of receipt of the default notice as provided in Paragraph No. 4) above to notify the Village whether Surety elects to assume the obligations of Principal under the Contract Documents, or having elected to assume the obligations of Principal, should it then fail to perform, then in any event the Village may elect any of the following procedures or any combination thereof:

a) Terminate whatever rights the Principal, Co-Principal and/or Surety may have to perform further work on the Project;

b) Take over or relet all or any part of the work under the Contract Documents which is not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to Village for the costs incurred in completion of the obligations under the Contract Documents and/or correction thereof. Such costs as identified in the Contract Documents shall include, but not be limited to, construction, engineering, surveying, maintenance, donations, impact fees, deterioration, administration, supervision, reasonable attorney's fees, and any costs associated or related to any litigation of the Bond agreement and shall be adjusted for inflation. The amount of Village's actual costs for completion and/or correction of the work required under the Contract Documents shall be conclusive of the extent of the liability of Principal and Surety and may exceed the Bond Amount;

c) Require the Surety to pay the Bond Amount to the Village as liquidated damages.

7. Should Surety, following notice of default notify the Village within 45 days of the receipt of the default notice choose to pay the Village for completion of the obligation under the Contract Documents, the Surety shall have the right to demand that the Village state a sum constituting the estimated costs at that time, of completion and/or correction of the work required under the Contract Documents, such as costs as defined in Paragraph

No. 5b). Surety shall then immediately pay over to the Village the sum so stated and be released from any further obligations under this Bond. If funds are paid over under this section and the paid over funds are not sufficient to complete the work, the Village's sole remedy shall be to proceed against the Principal(s) and Co-Principals for any deficiency. If there are any paid over funds not necessary for completion of the work, the Village will return the excess to Surety after completion of the work.

8. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising hereunder the venue thereof shall be in State Court in the County of Cook, State of Illinois, it is further understood and agreed that this contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

9. All notices sent to the Principal(s), Co-Principals, and Surety(ies) shall be sent to the address set forth on the signature page unless said Principal(s), Co-Principal(s) and Surety(ies) notify the Village in writing of any change. If the addresses of any of the Principal(s), Co-Principal(s) and Surety(ies) change, the Principal(s), Co-Principal(s) or Surety(ies) shall immediately notify the Village in writing of such change. Failure to notify the Village of any change in address is deemed to be a waiver of any requirement for notice under this Bond to the Principal(s), Co-Principal(s) or Surety(ies). All written notices to the Village required under the Bond shall be sent certified mail to the Village Clerk.

10. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

11. No party other than the Village shall have any rights under this Bond as against the Surety.

12. As part of the obligation secured hereby and in addition the Bond Amount specified herein, there shall be included costs, interest and reasonable expenses and fees (including, without limitation, attorneys' fees and costs), incurred by the Village in enforcing this agreement, to be awarded by the court.

13. Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Village be obligated for the payment thereof. Surety agrees to deliver written notice of non-payment under this Bond or other actions to the Village.

14. Surety waives its right to trial by jury.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the day and year set forth above.

PRINCIPAL

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____

By: _____

Signature

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid, do hereby certify that _____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CO-PRINCIPAL(S)

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid, do hereby certify that _____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CORPORATE SURETY

Type of Organization:

Legal Name and Address:

Liability Limit:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF _____:
COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid,
do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and
County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

Surety: _____
Bond No.: _____