

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of
Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

INVITATION TO BID

ROUTE AND LIMITS: 2016 Kane County Resurfacing Project

SCOPE: Resurfacing various roads within Kane County including Meredith Road, Lees Road, Allen Road, Walker Road and Dauberman Road with aggregate shoulder improvements at various locations. Plans and proposal forms are available on CD only for \$20 at the Kane County Division of Transportation at 41W011 Burlington Road, St. Charles, IL 60175. Not-for-bid plans attached.

LOCAL BID OPENING DATE & LOCATION: Sealed bids will be received only at the Kane County Division of Transportation until the public bid opening on Wednesday, March 2, 2015 at 9 A.M. at the Kane County Division of Transportation at 41W011 Burlington Road, St. Charles, IL 60175.

GENERAL REQUIREMENTS: This project is also advertised through the Illinois Department of Transportation, Bureau of Local Roads and Streets' current Contractors Bulletin. Visit [IDOT's Notice to Contractors Bulletin for Local Public Agencies](#) for additional project information.

CONTACT INFORMATION: Candi Thomas
Senior Project Manager
thomascandance@co.kane.il.us
(630) 584-1170


**Illinois Department
of Transportation**
**Local Public Agency
Formal Contract Proposal**

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF KaneKane County

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. VariousSECTION NO. 16-00470-00-RSTYPE OF FUNDS Local (Non-MFT)☒ SPECIFICATIONS (required)☐ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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

RETURN WITH BID

NOTICE TO BIDDERS

County	<u>Kane</u>
Local Public Agency	<u>Kane County</u>
Section Number	<u>16-00470-00-RS</u>
Route	<u>Various</u>

Sealed proposals for the improvement described below will be received at the office of the County Engineer
41W011 Burlington Road, St. Charles, IL 60175 until 9:00 AM on March 2, 2016
Address Time Date

Sealed proposals will be opened and read publicly at the office of Kane County Division of Transportation
41W011 Burlington Road, St. Charles, IL 60175 at 9:00 AM on March 2, 2016
Address Time Date

DESCRIPTION OF WORK

Name 2016 Kane County Resurfacing Project Length: 84,400 feet (16.0 miles)

Location Various Kane County Highways

Proposed Improvement Resurfacing various roads within Kane County including Meredith Rd, Lees Rd, Allen Rd, Walker Rd and Dauberman Rd. With Aggregate Shoulder improvements at various locations.

1. Plans and proposal forms will be available in the office of Kane County Division of Transportation
41W011 Burlington Road, St. Charles, IL 60175 Contact Carla Candr. Thomas at thomascandance@co.kane.il.us
Address

2. ☒ **Prequalification**

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, 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 one original 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. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. BLR 12325: Apprenticeship or Training Program Certification **(do not use for federally funded projects)**
 - e. BLR 12326: Affidavit of Illinois Business License

*\$20 Charge for Proposal
Non-refundable*
Proposal Available on CD Only*

*No Proposals issued after 12 NOON
Tuesday Mar 1, 2016*

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 filled 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.

PROPOSAL

County Kane
 Local Public Agency Kane County
 Section Number 16-00470-00-RS
 Route Various

1. Proposal of _____

 for the improvement of the above section by the construction of _____
Resurfacing various roads within Kane County including Meredith Rd, Lees Rd,
Allen Rd, Walker Rd and Dauberman Rd. With Aggregate Shoulder improvements at various locations.

 a total distance of 84,400 feet, of which a distance of 87,620 feet, (16.6 miles) are to be improved.
2. The plans for the proposed work are those prepared by Kane County Division of Transportation
 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 Friday Sep 30, 2016
 unless additional time is granted in accordance with the specifications.
6. 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 proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR12230 or a proposal guaranty check, complying with the specifications, made payable to:
 _____ County _____ Treasurer of _____ Kane _____
 The amount of the check is _____ (_____) .
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number 16-00470-00-RS.
8. 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 therefore. 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 or check shall be forfeited to the Awarding Authority.
9. 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 product 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.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, 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.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specification this year.

Not for Bid

CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

<u>CHECK SHEET #</u>		<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input type="checkbox"/>	Additional State Requirements for Federal-Aid Construction Contracts	1
2	<input type="checkbox"/>	Subletting of Contracts (Federal-Aid Contracts)	4
3	<input type="checkbox"/>	EEO	5
4	<input type="checkbox"/>	Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	<input type="checkbox"/>	Required Provisions - State Contracts	20
6	<input type="checkbox"/>	Asbestos Bearing Pad Removal	26
7	<input type="checkbox"/>	Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	27
8	<input type="checkbox"/>	Temporary Stream Crossings and In-Stream Work Pads	28
9	<input type="checkbox"/>	Construction Layout Stakes Except for Bridges	29
10	<input type="checkbox"/>	Construction Layout Stakes	32
11	<input type="checkbox"/>	Use of Geotextile Fabric for Railroad Crossing	35
12	<input type="checkbox"/>	Subsealing of Concrete Pavements	37
13	<input type="checkbox"/>	Hot-Mix Asphalt Surface Correction	41
14	<input checked="" type="checkbox"/>	Pavement and Shoulder Resurfacing	43
15	<input type="checkbox"/>	Patching with Hot-Mix Asphalt Overlay Removal	44
16	<input type="checkbox"/>	Polymer Concrete	45
17	<input type="checkbox"/>	PVC Pipeliner	47
18	<input type="checkbox"/>	Bicycle Racks	48
19	<input type="checkbox"/>	Temporary Portable Bridge Traffic Signals	50
20	<input type="checkbox"/>	Work Zone Public Information Signs	52
21	<input type="checkbox"/>	Nighttime Inspection of Roadway Lighting	53
22	<input type="checkbox"/>	English Substitution of Metric Bolts	54
23	<input type="checkbox"/>	Calcium Chloride Accelerator for Portland Cement Concrete	55
24	<input type="checkbox"/>	Quality Control of Concrete Mixtures at the Plant	56
25	<input type="checkbox"/>	Quality Control/Quality Assurance of Concrete Mixtures	64
26	<input type="checkbox"/>	Digital Terrain Modeling for Earthwork Calculations	80
27	<input type="checkbox"/>	Pavement Marking Removal	82
28	<input type="checkbox"/>	Preventive Maintenance - Bituminous Surface Treatment	83
29	<input type="checkbox"/>	Preventive Maintenance - Cape Seal	89
30	<input type="checkbox"/>	Preventive Maintenance - Micro-Surfacing	104
31	<input type="checkbox"/>	Preventive Maintenance - Slurry Seal	115
32	<input type="checkbox"/>	Temporary Raised Pavement Markers	125
33	<input type="checkbox"/>	Restoring Bridge Approach Pavements Using High-Density Foam	126

CHECK SHEET
FOR
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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 1	Reserved	130
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The Illinois Department of Transportation' (hereinafter "IDOT") Standard Specifications for Road and Bridge Construction, adopted April 1, 2016 (hereinafter "Standard Specifications") along with the following: (i) the Special Provisions, as provided herein below, (ii) the latest edition of the Illinois Manual on Traffic Control Devices for Streets and Highways in effect as of the date of this invitation for bids, (hereinafter the "MUTCD"), (iii) the Illinois Department of Transportation's Supplement Specifications and Recurring Special Provisions, adopted April 1, 2016 (as indicated on the check sheet included herein), (iv) the latest edition of IDOT's Highway Standards (hereinafter "Highway Standards") are specifically incorporated herein and made a part hereof for the proposed improvements designated as Section 16-00470-00-RS

LOCATION OF IMPROVEMENT

Various routes in Kane County (see enclosed maps and Schedule of Quantities) including Meredith Road, Lees Road, Allen Road, Dauberman Road and Jericho Road.

DESCRIPTION OF THE IMPROVEMENT

This work shall consist of the placement of Bituminous Materials and Aggregate (Prime Coat), Leveling Binder, Hot Mix Asphalt Surface Course, Hot Mix Asphalt Surface Removal, Aggregate Shoulder placement, Short-term Pavement Marking and any additional work necessary to complete the work.

Meredith Road has a section of roadway to be omitted from the project limits; a 65 foot bridge deck spanning Virgil Ditch No. 3 (approximately 1,350 feet south of Winters Road). Butt joints shall be constructed at both the north and south bridge decks, as not to remove the waterproofing membrane from the existing structure. Lane widths along the project limits of Meredith Road may be revised to 11-foot lanes when pavement striping is provided; as determined by the Engineer.

Lees Road has two areas which will require the milling and resurfacing to be of equal depths; an approximately 250 foot length of roadway (about 2,700 feet east of Warford Road) and an approximately 650 foot length of roadway over Virgil Ditch No. 2 (about 3,450 feet west of IL Route 47).

Allen Road has one area which will require the milling and resurfacing to be of equal depths; an approximately 700 foot length of roadway over Burlington Creek (about 3,850 feet east of the County Line). Allen Road also has two sections of roadway to be omitted from the project limits; an 80 foot bridge deck (over Burlington Creek) and about 2,080 feet of roadway (beginning approximately 3,150 feet east of Walker Road and continuing over Hampshire Creek) extending east along Allen Road. Butt joints shall be constructed at both ends of the omission areas. Bridge rehabilitation is also scheduled for construction over Hampshire Creek this year with a road closure scheduled as part of the Maintenance of Traffic; construction coordination will be required and included in the cost of the contract. Milling and resurfacing shall also be

conducted along Walker Road, from approximately 115' south of Allen Road to the intersection of Allen Road and Walker Road.

Dauberman Road has three areas which will require the milling and resurfacing to be of equal depths; an approximately 500 foot length of roadway over Welch Creek (about 100 feet south of Harter Road), an approximately 3,100 foot length of roadway along Dauberman Road (about 3,300 feet south of Main Street Road) and an approximately 150 foot length of road (about 80 feet north of Wheeler Road). Dauberman also has three sections of roadway to be omitted from the project limits; a 660 foot section of roadway over Welch Creek (approximately 620 feet north of US Highway 30), an approximately 75 foot bridge deck over Welch Creek (about 200 feet south of Harter Road) and an approximately 260 foot bridge deck over I-88 (about one and a half miles south of Keslinger Road). Butt joints shall be constructed at both ends of the omission areas. Bridge deck replacement is also scheduled for construction over Welch Creek this year with a road closure scheduled as part of the Maintenance of Traffic; construction coordination will be required and included in the cost of the contract.

Jericho Road improvement limits will receive an aggregate shoulder improvement only.

Areas called out which require an equal depth of milling and resurfacing, along a proposed roadway improvement of unequal depths of milling and resurfacing, shall require a 50 foot transition area outside of the required areas where milling and resurfacing are to remain at the same depths.

AUTOMATIC CLEARING HOUSE (ACH)

The Contractor shall use The County of Kane's Automatic Clearing House (ACH) payment program. The following internet link shall be used to complete the vendor (CONTRACTOR) agreement:

http://www.countyofkane.org/Documents/Finance%20Department/Vendor%20Information/New_Vendor_Packet_REQUIRED.pdf

BIDDING PROCESS AND AWARD OF CONTRACT (COUNTY)

The bidding documents for this project are available at the Kane County Division of Transportation offices for a non-refundable fee of \$20 on CD only. All Contractors that purchase bidding documents **must** present the following contact information: Company Name, Phone Number, Fax Number and a responsible email address for addendum notifications.

If addendums are necessary, they will be emailed to the Contractor or subcontractor. The Contractor or subcontractor shall acknowledge receipt of the email addendum by responding back to the contact listed on page one of the Notice to Bidders.

The award of this contract will be made to the lowest responsible bidder. The County reserves the right to reject any or all non-conforming, non-responsive, unbalanced, or conditioned bids, and to reject the bid of any bidder if the County believes that it would be in the best interest of the County not to award to that bidder. The County also has the right to award this contract with the deletion or reduction of any item in its entirety or partially without claim by the Contractor for loss of profit or overhead.

PROSECUTION OF WORK

Add the following paragraph to Article 108.02 of the standard specifications:

“The Contractor shall maintain throughout the course of the project, and provide to the Engineer, at the Engineer’s request, a detailed progress schedule of planned construction related tasks and locations that projects a minimum of 2 weeks in to the future. At the Engineer’s request, schedules of 4 weeks may be required.”

At the Pre-Construction Meeting, the Contractor shall submit a draft progress schedule, ready for review and approval, and a prepared list of subcontractors which will both be discussed and approved by the Engineer. This project schedule shall show all routes to be worked on and an anticipated estimate of time (in working days) to accomplish each item. All work shall be coordinated with the Engineer so that all work is completed prior to proposed striping or other Kane County projects.

The progress schedule may be on IDOT form RC 255 or a detailed Gantt Charts-type schedule.

DELETION AND REDUCTION OF PLAN QUANTITIES (COUNTY)

The County reserves the right to delete and/or reduce the awarded (plan) quantity of any item in its entirety or partially without claim by the Contractor for loss of profit or overhead.

CONTRACTOR’S DAILY NOTIFICATION

The Contractor shall notify the Engineer and /or his representative prior to the beginning of each day’s work as to the location and type of work that is scheduled to be performed. The Contractor’s notification shall be at least 24 hours prior to the day of actual work.

MATERIAL TESTING DAILY NOTIFICATION (COUNTY)

The County has retained the services of Midland Standard Engineering & Testing, Inc. (MSET) a testing agency to sample and test asphalt and concrete mix designs for County projects.

In order to ensure that samples will be drawn, Contractors or their Subcontractors must alert the testing agency as well as the Engineer or his representative assigned to the project on days when

material will be placed on these jobs. This is similar to the IDOT Materials testing procedure. Calls must be placed at least one day prior to any placement before 12:00 pm, noon. **In the event that paving has been scheduled and weather is unfavorable the Contractor will be responsible to alert a representative of the testing agency as soon as the decision not to place is made.** It is understood that these decisions are made in the early hours of the day. The purpose of this policy is to make sure that testing is conducted and to stop the scheduled testing on days when work is canceled.

MSET can be reached at: 847-844-1895

At the preconstruction meeting, roles, responsibilities, and 24 hour contact information will be established and exchanged between the Engineer and the Contractor

In the event that the testing representative or Engineer cannot be reached the Contractor will call the County Chief of Construction at 630-846-5680 or via e-mail at: boeschdavid@co.kane.il.us

CONTRACTOR WORKING HOURS

Construction Operations shall be confined to the hours of 7am to 4pm, or as directed by the Engineer, during the work week for all roads. The work week shall be defined as Monday through Friday. Saturdays and Sundays work hours shall be defined by the Engineer. This time regulation shall apply to daily lane closures for all work operations. This time regulation shall not apply to permanent lane closures and lane shifts that are a part of staged construction operations lasting more than 1 month in duration, and emergency operations.

The above shall apply to work on the following roads:

Meredith Road, Lee Road, Allen Road, Walker Road, Dauberman Road and Jericho Road.

These work hour restrictions shall be incidental to the contract and no additional compensation shall be awarded.

LOCATION COMPLETION

Once work has commenced, the Contractor shall diligently pursue completion of the subject work, per the Contractor Working Hours special provision and weather permitting, until all work included in the contract has been completed; unless written approval has been granted by the Engineer. **In the event the contractor fails to maintain a continuous operation, a deficiency deduction of \$5000 per calendar day will be applied to monies due to the Contractor.**

All side-street and driveway paving operations shall be completed within three (3) working days immediately following the completion of mainline paving operations at a single location as listed on the schedule of quantities.

All HMA and aggregate shoulder construction shall be completed within three (3) working days following completion of paving operations.

BITUMINOUS MATERIALS (PRIME COAT) AND AGGREGATE (PRIME COAT)

This work shall be done in accordance with Section 406 of the Standard Specifications insofar as applicable and the following provisions.

The contractor will be required to provide The Bill of Lading and Weight Tickets to the Engineer detailing the percentage of asphalt residue, any added water, and weight of the trucks before and after placement. Therefore, the Contractor will provide two tickets, the initial weight ticket and the weigh-back ticket, for each truck being used.

Application of prime coat and aggregate for prime coat to the roadway shall only be permitted on weekdays. The application of prime coat and aggregate to the roadway shall be conducted on the same day mainline paving is to be performed. The application of prime coat and aggregate to the roadway shall be performed with sufficient time for the prime coat to completely cure by 3:00 p.m.

LEVELING BINDER (MACHINE METHOD)

All paving operations shall be performed to minimize impact to traffic flow. Therefore, only one mainline through lane may be closed for paving operations at any time.

HOT MIX ASPHALT SURFACE COURSE

Mainline paving shall be a continuous operation on all roads. The Contractor shall not at any time pull off of mainline paving to pave side streets or driveways. Side streets and driveways shall be done either after the mainline paving is completed or concurrently with a second crew.

Surface tests, per Section 406.11 of the standard specifications, will be required on all roads resurfaced as part of this contract. The Contractor will have the option to bump test immediately behind the finish roller or upon completion of entire length of the road being resurfaced. Deductions due to the variations in the surface mixture between 3/16 in and 3/4 in will be calculated per section 406.11 at the discretion of the Engineer.

AGGREGATE WEDGE SHOULDER, TYPE B (SPECIAL)

This work shall be done in accordance with the applicable portions of Section 481 of the standard specifications and as modified herein.

Modify Note 1 under Article 481.01 to read as follows:

“RAP will not be permitted as the material in the aggregate shoulder. The gradation shall be according to Section 1004.4 of the standard specifications.”

No aggregate shoulder improvements (or increase to the existing shoulder elevations) will be made within existing roadway locations where milling and resurfacing are of equal depths. Transitions, in aggregate shoulder depth thicknesses, where proposed aggregate wedge shoulder is to be placed shall also be made outside of these subject locations.

HOT MIX ASPHALT SURFACE REMOVAL

This work shall be done in accordance with **section 440** of the standard specifications. The depth of the removal shall be as shown on the schedule of quantities and the typical sections.

When the mainline transitions between two surface removal depths a 50 foot transition shall be used. The 50 foot transition and all associated costs shall be included in the cost of the removal of the greater depth.

This work will be performed at all locations and on all routes within the resurfacing route limits as shown on the schedule of quantities. Hot mix asphalt surface removal will also be required at private entrances to provide a smooth transition between the driveway and the mainline at all locations. Refer to the schedule of quantities and the typical sections for the depth of the removal.

Basis of Payment: This work shall be paid at the contract unit price per square yard for HOT MIX ASPHALT SURFACE REMOVAL, of the depth specified, which price shall include removing and disposing of the existing pavement and all materials and labor necessary to complete the work described above. This item will be paid for only once, regardless of the number of passes required to complete the removal.

HOT MIX ASPHALT SURFACE REMOVAL – BUTT JOINT

This work shall be done in accordance with Article 406 of the Standard Specifications at locations shown on the plans and as directed by the Engineer.

Add the following to Article 406.08:

“Butt joints shall be constructed in a time not to exceed 72 hours prior to the placement of the hot mix asphalt surface course. A temporary hot mix asphalt ramp shall be constructed immediately after the construction of the butt joint or before the lane is opened to traffic. This work will be required at the terminus of all routes to be resurfaced and at each side road leg that intersects the route.”

Before a construction butt joint and temporary ramp are opened to traffic, the Contractor shall install one sign in each direction. The signs shall be placed approximately 100 feet in advance of butt joints at locations where traffic does not come to a complete stop and approximately 10 feet or less in advance of butt joints at locations where traffic is required to come to a complete stop (such as side streets or major commercial entrances) or as directed by the Engineer. The signs shall not be removed until after the hot mix asphalt surface course has been placed on the roadway up through the butt joint.

These signs shall have minimum dimensions of 48 inches by 48 inches and have a black legend and border on an orange reflectorized background. The legend shall read:
“BUMP”

Add the following to Article 406.14:

“The ‘BUMP’ signs shall not be paid for separately but shall be considered incidental to HOT MIX ASPHALT SURFACE REMOVAL – BUTT JOINT, which shall include all labor, materials, and equipment necessary to complete the work described above.”

SHORT TERM PAVEMENT MARKING

This work shall be done in accordance with Article 703.04 of the standard specifications insofar as applicable and the following provisions:

Basis of Payment: This work shall not be paid for separately but shall be included in the cost of the contract which price shall include all labor, materials, and equipment necessary to complete the work described above.

TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) FLARED

This work shall consist of the complete removal of the existing Traffic Barrier Terminal and replacement of a Traffic Barrier Terminal, Type I (Special), located along Allen Road approximately 2,970 feet east of Walker Road.

Basis of Payment: This work shall be paid for at the contract unit price each for TRAFFIC BARRIER TERMINAL, TYPE I (SPECIAL) FLARED, which price shall include all labor, material, and equipment necessary to complete the work described above.

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

Special attention is called to Article 107.09 and Division 700 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Supplemental Specifications and Recurring Special Provisions, and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the Engineer at least **72 hours** before beginning work.

The Contractor shall be required to use the latest version of the highway standards listed below as traffic conditions and working conditions warrant.

Highway Standards:

701301	Lane Closure, 2L, 2W, Short Time Operations
701306	Lane Closures, 2L, 2W, Slow Moving Operations Day Only, +/- 45 mph
701311	Lane Closure, 2L, 2W, Moving Operations – Day Only
701421	Lane Closure, Multilane, Day Operations Only, 45-55 mph
701901	Traffic Control Devices
BLR 18	Traffic Control Devices – Day Labor Maintenance

Special Provisions:

LR 702	Construction and Maintenance Signs
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Details:

Changeable message boards shall be placed seven days in advance for all roadways requiring changeable message boards

Recurring Special Provisions:

CS 14	Pavement and Shoulder Resurfacing
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Local Roads and Streets Recurring Special Provisions

LRS 3	Work Zone Traffic Control Surveillance
LRS 4	Flaggers in Work Zones
LRS 9	Bituminous Surface Treatments

Two weeks before construction begins, the Contractor shall install one sign in each direction for each roadway to be resurfaced. The signs shall be placed approximately 100 feet in advance of the roadway resurfacing limits or as instructed by the Engineer. The signs shall not be removed until after the work has begun.

These signs shall have minimum dimensions of 48 inches by 48 inches and have a black legend and border on an orange reflectorized background. The legend shall read:

“ROADWORK TO BEGIN”
“WEEK OF XX/XX/16”

After the milling of the roadway has begun the Contractor shall install one sign in each direction for each roadway that has been milled. The signs shall be placed approximately 100 feet in advance of the roadway resurfacing limits or as directed by the Engineer. The signs shall not be removed until after the permanent striping has been placed.

These signs shall have minimum dimensions 48 inches by 48 inches and have a black legend and border on an orange reflectorized background. The legend shall read:

“NO PASSING”
“NOT STRIPED”
“FOR XX MILES”

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the Contractor of the requirement to have a responsible individual in his direct employ supervise this work. The Engineer will provide the Contractor the name of its representative who will be responsible for the administration of the Traffic Control Plan.

Method of Measurement: Traffic Control and Protection shall be measured for payment as Lump Sum, which shall include all labor, materials, and equipment necessary to complete the work described above.

Basis of Payment: Traffic Control and Protection shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

BARRICADES, TYPE II (SPECIAL)

When construction operations result in a temporary drop-off at the edge of pavement of three inches or greater, Type II Barricade (see standard 701901) shall be erected next to the edge of the pavement. At all times these barricades shall be restrained by two weighted sandbags, one across each bottom rail. Barricades shall be placed at a maximum spacing of 100 feet or as directed by the engineer. Barricades shall remain in place until the aggregate shoulder is placed next to the lane edge. To insure that barricades are placed for the shortest duration possible, the shoulder placement operation shall begin within 2 working days after completion of the HMA Surface Course.

The locations and limits for the Type II Barricades on all roads shall be as directed by the engineer.

Basis of Payment: This work shall be paid for at the contract unit price per day for BARRICADES, TYPE II (SPECIAL), which price shall include all labor, material, and equipment necessary to complete the work described above.

CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

Earthwork operations for this project shall be completed in accordance with Section 202 of the Standard Specifications and material properly disposed of in accordance with Article 202.03.

This special provision only applies if the Contractor chooses to dispose of material at a permitted CCDD or registered uncontaminated soil fill facility. *The Contractor is advised to consider the cost of disposing of all surplus materials off-site and properly reflect those costs in their bids for earthwork and removal items.* The Contractor must be thoroughly familiar with the provisions of the environmental Protection Act as it relates to proper disposal of excavated material and construction debris.

Should the Contractor choose to dispose of materials at a permitted CCDD or registered uncontaminated soil fill facility, the Contractor shall be responsible for the lawful removal of all excavated soil, material and other clean construction or demolition debris in compliance with Public Act 96-1416. Disposal of materials at a permitted CCDD or registered uncontaminated soil fill facility will require that Form LPC-663 be submitted to the operator of that location before any materials can be disposed of at that site. Each certification covers only material from that specified job site. The Contractor shall be responsible for having the required analysis of soil materials completed and the Form 663 adequately completed and signed by a Professional Engineer or Geologist licensed in the State of Illinois

The Contractor is not responsible for the cost of soil remediation in the event material is rejected it will be returned to the site where the extent of additional effort required to dispose of the material will be determined. The cost of returning rejected material will be the responsibility of the Contractor. The extent of additional effort for disposal or use of rejected material will be coordinated between the Engineer and the Contractor.

It should be noted that “Unsuitable Material” defined in these special provisions for Removal and Disposal of Unsuitable Material should not be confused with “contaminated” or “hazardous” materials.

SPECIAL PROVISION FOR INSURANCE (COUNTY)

The Contractor shall obtain and keep in full force the following insurance coverages:

POLICY:

Owner’s Protective Liability Insurance

INSURED: The County of Kane, its officers and employees

LIMITS: Not Less than \$2,000,000 per occurrence and \$5,000,000 aggregate limit.

All other provisions of Article 107.27 of the Standard Specifications shall apply.

The County of Kane Purchasing Department has set forth specific requirements for insurance. The Contractor shall provide a certificate of insurance to the Engineer that meets these requirements as stated in the below URL.

<http://www.countyofkane.org/Documents/Purchasing/requiredInsuranceCertificate.pdf>

PREQUALIFICATION OF BIDDERS

PREQUALIFICATION OF BIDDERS in accordance with Section 102.01 of the Standard Specifications will be required of all bidders on this proposal. The primary Contractor will be required to meet all of the following prequalification code(s) for the discipline of work to be completed:

003- Hot Mix Asphalt (HMA) Plant Mix

The Subcontractor will be required to meet the prequalification code for the discipline of work they will be responsible for completing.

CONTRACTOR DISCLOSURE ACKNOWLEDGEMENT

KANE COUNTY CODE, ARTICLE III, DIVISION 3, SECTION 2-211

1. Prior to award, every Contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that Contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "Contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

2. All Contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

A. Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

B. Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

C. Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

D. A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

3. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

4. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

5. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

6. Contractor Disclosure information shall be sent to the Kane County Purchasing Department and the Kane County Division of Transportation at the following address, or via email, prior to Transportation Committee of the Kane County Board:

Kane County Government Center
Purchasing Department, Bldg. A
719 S. Batavia Ave. Geneva, IL 60134
purchasing@countyofkane.org

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175
kdotcomments@co.kane.il.us

PREVAILING WAGES

By submitting a bid, bidder expressly agrees to comply with all applicable State and Federal Prevailing Rate of Wage Laws, and all steps necessary to be in compliance therewith.

Prevailing Wage Rates: It is the policy of the State of Illinois as declared in "AN ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

The responsive Bidder must include with their bid a separate sheet showing trades to be employed and wage rates to be paid. Prevailing wage rates are subject to revision monthly and the responsive bidder is responsible for any future adjustment thereof. Copies of the current prevailing wage rates are always available from the Illinois Department of Labor on their website.

The undersigned hereby agrees to pay the current Illinois Department of Labor Prevailing Wage Rates for any and all projects worked on for the County of Kane. The undersigned also agrees to provide the Kane County Division of Transportation a sheet showing trades to be employed and wage rates to be paid for each construction or repair project bid on or contracted for.

Company Name

Signature of Officer of Company

Title

Date

ITEMS AS ORDERED BY THE ENGINEER

When additional work not indicated on the Contract drawings is requested in writing by the Engineer during construction, this additional work shall be measured and paid for as described in Articles 104.02 and 109.04 of the Standard Specifications.

Basis of Payment: Payment for all additional work shall be made from the ITEMS AS ORDERED BY THE ENGINEER pay item, which shall be in units of one dollar (\$1.00).

Not for Bid

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)

Effective: November 1, 2012

Revise: April 2, 2016

Revise Section 1031 of the Standard Specifications to read:

“SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum, “Reclaimed Asphalt Shingle (RAS) Sources”, by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including

unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
 - (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
 - (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
 - (3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

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

- (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.
- (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

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

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

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

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

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

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

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

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

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

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

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (60 µm)	± 4 %
No. 200 (75 µm)	± 2.5 %
Asphalt Binder Content	± 2.0 %

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

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

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

The Engineer will notify the Contractor of observed deficiencies.

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

Test Parameter	Acceptable Limits of Precision	
	FRAP	RAS
% Passing: ^{1/}		
1/2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	3.0%
No. 200	2.2%	2.5%
Asphalt Binder Content	0.3%	1.0
G _{mm}	0.030	

1/ Based on washed extraction.

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

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

1031.05 Quality Designation of Aggregate in RAP and FRAP.

- (a) RAP. The aggregate quality of the RAP for homogeneous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
 - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
 - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

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

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

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

- (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.

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

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

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

Max Asphalt Binder Replacement for FRAP with RAS Combination

HMA Mixtures ^{1/ 2/ 4/}	Maximum % ABR		
	Binder/Leveling Binder	Surface	Polymer Modified ^{3/}
30L	50	40	30
50	40	35	30
70	40	30	30
90	40	30	30
4.75 mm N-50			40
SMA N-80			30

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 % for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 % binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 %, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 % or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 %.

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the

additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.

- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

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

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS and FRAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

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

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

(1) Dryer Drum Prints.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
 - h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
 - i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
 - j. Accumulated mixture tonnage.
 - k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric ton))
- (2) Batch Plants.
- a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Individual virgin aggregate hot batch weights to the nearest pound (kilogram).
 - d. Mineral filler weight to the nearest pound (kilogram).
 - f. RAS and FRAP weight to the nearest pound (kilogram).
 - g. Virgin asphalt binder weight to the nearest pound (kilogram).
 - h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B.

The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Bureau of Materials and Physical

Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

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

Not for Bid

BDE SPECIAL PROVISIONS
For the April 22 and June 10, 2016 Lettings

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

<u>File Name</u>	<u>#</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099	1		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
* 80274	2		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3		Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4		Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241	5		Bridge Demolition Debris	July 1, 2009	
5026I	6		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5048I	7		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	8		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5053I	9		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80360	10	✓	Coarse Aggregate Quality	July 1, 2015	
80198	11		Completion Date (via calendar days)	April 1, 2008	
80199	12		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	13		Concrete Box Culverts with Skews > 30 Degrees and Design F ₁ ≤ 5 Feet	April 1, 2012	April 1, 2015
* 80311	14		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
* 80277	15		Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261	16	✓	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
* 80029	17	✓	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2016
* 80363	18		Engineer's Field Office	April 1, 2016	
80358	19	✓	Equal Employment Opportunity	April 1, 2015	
* 80364	20		Errata for the 2016 Standard Specifications	April 1, 2016	
80229	21		Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80304	22		Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
* 80246	23	✓	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
* 80347	24		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	April 1, 2016
* 80336	25		Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
80045	26		Material Transfer Device	June 15, 1999	Aug. 1, 2014
* 80342	27		Mechanical Side Tie Bar Inserter	Aug. 1, 2014	April 1, 2016
80165	28		Moisture Cured Epoxy Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80361	29		Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	April 1, 2016
* 80349	30		Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
* 80298	31		Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
* 80365	32		Pedestrian Push-Button	April 1, 2016	
* 80359	33		Portland Cement Concrete Bridge Deck Curing	April 1, 2015	April 1, 2016
* 80353	34		Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2016
* 80338	35		Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
* 80300	36		Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	37	✓	Progress Payments	Nov. 2, 2013	
3426I	38		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	39		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80306	40		Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2016
* 80340	41		Speed Display Trailer	April 2, 2014	April 1, 2016
80127	42		Steel Cost Adjustment	April 2, 2004	July 1, 2015
80362	43		Steel Slag in Trench Backfill	Jan. 1, 2016	
* 80317	44		Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016

File Name	#		Special Provision Title	Effective	Revised
80355	45	<input type="checkbox"/>	Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
20338	46	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	
80318	47	<input type="checkbox"/>	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
* 80288	48	<input checked="" type="checkbox"/>	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	49	<input checked="" type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289	50	<input type="checkbox"/>	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	51	<input type="checkbox"/>	Working Days	Jan. 1, 2002	

The following special provisions and recurring special provisions are in the 2016 Standard Specifications.

File Name	Special Provision Title	New Location	Effective	Revised
80240	Above Grade Inlet Protection	Articles 280.02, 280.04, and 1081.15	July 1, 2009	Jan. 1, 2012
80310	Coated Galvanized Steel Conduit	Article 811.03	Jan. 1, 2013	Jan. 1, 2015
80341	Coilable Nonmetallic Conduit	Article 1088.01	Aug. 1, 2014	Jan. 1, 2015
80294	Concrete Box Culverts with Skews \leq 30 Degrees Regardless of Design Fill and Skews $>$ 30 Degrees with Design Fills $>$ 5 Feet	Article 540.04	April 1, 2012	April 1, 2014
80334	Concrete Gutter, Curb, Median, and Paved Ditch	Articles 606.02, 606.07, and 1050.04	April 1, 2014	Aug. 1, 2014
80335	Contract Claims	Article 109.09	April 1, 2014	
Chk Sht #27	English Substitution of Metric Reinforcement Bars	Article 508.09	April 1, 1996	Jan. 1, 2011
80265	Friction Aggregate	Articles 1004.01 and 1004.03	Jan. 1, 2011	Nov. 1, 2014
80329	Glare Screen	Sections 638 and 1085	Jan. 1, 2014	
Chk Sht #20	Guardrail and Barrier Wall Delineation	Sections 635, 725, 782, and 1007	Dec. 15, 1993	Jan. 1, 2012
80322	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Sections 312, 355, 406, 407, 412, 482, 601, 1003, 1004, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80323	Hot-Mix Asphalt – Mixture Design Verification and Production	Sections 406, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80348	Hot-Mix Asphalt – Prime Coat	Sections 403, 406, 407, 408, 1032, and 1102	Nov. 1, 2014	
80315	Insertion Lining of Culverts	Sections 543 and 1029	Jan. 1, 2013	Nov. 1, 2013
80351	Light Tower	Article 1069.08	Jan. 1, 2015	
80324	LRFD Pipe Culvert Burial Tables	Sections 542 and 1040	Nov. 1, 2013	April 1, 2015
80325	LRFD Storm Sewer Burial Tables	Sections 550 and 1040	Nov. 1, 2013	April 1, 2015
80337	Paved Shoulder Removal	Article 440.07	April 1, 2014	
80254	Pavement Patching	Article 701.17	Jan. 1, 2010	
80352	Pavement Striping - Symbols	Article 780.14	Jan. 1, 2015	
Chk Sht #19	Pipe Underdrains	Section 601 and Articles 1003.01, 1003.04, 1004.05, 1040.06, and 1080.05	Sept. 9, 1987	Jan. 1, 2007
80343	Precast Concrete Handhole	Articles 814.02, 814.03, and 1042.17	Aug. 1, 2014	
80350	Retroreflective Sheeting for Highway Signs	Article 1091.03	Nov. 1, 2014	
80327	Reinforcement Bars	Section 508 and Articles 421.04, 442.06, 1006.10	Nov. 1, 2013	
80344	Rigid Metal Conduit	Article 1088.01	Aug. 1, 2014	
80354	Sidewalk, Corner, or Crosswalk Closure	Article 1106.02	Jan. 1, 2015	April 1, 2015
80301	Tracking the Use of Pesticides	Article 107.23	Aug. 1, 2012	
80356	Traffic Barrier Terminals Type 6 or 6B	Article 631.02	Jan. 1, 2015	
80345	Underpass Luminaire	Articles 821.06 and 1067.04	Aug. 1, 2014	April 1, 2015

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80357	Urban Half Road Closure with Mountable Median	Articles 701.18, 701.19, and 701.20	Jan. 1, 2015	July 1, 2015
80346	Waterway Obstruction Warning Luminaire	Article 1067.07	Aug. 1, 2014	April 1, 2015

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

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

Not for Bid

COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

Revise Article 1004.01(b) of the Standard Specifications to read:

“(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY				
QUALITY TEST	CLASS			
	A	B	C	D
Na ₂ SO ₄ Soundness 5 Cycle, ITP 104 ^{1/} , % Loss max.	15	15	20	25 ^{1/}
Los Angeles Abrasion, ITP 96 ^{11/} , % Loss max.	40 ^{3/}	40 ^{4/}	40	45 ^{5/}
Minus No. 200 (75 µm) Sieve Material, ITP 11	1.0 ^{6/}	---	2.5 ^{7/}	---
Deleterious Materials ^{10/}				
Shale, % max.	1.0	2.0	4.0 ^{8/}	---
Clay Lumps, % max.	0.25	0.5	0.5 ^{8/}	---
Coal & Lignite, % max.	0.25	---	---	---
Soft & Unsound Fragment, % max.	4.0	6.0	8.0 ^{8/}	---
Other Deleterious, % max.	4.0 ^{9/}	2.0	2.0 ^{8/}	---
Total Deleterious, % max.	5.0	6.0	10.0 ^{8/}	---
Oil-Stained Aggregate ^{10/} , % max	5.0	---	---	---

1/ Does not apply to crushed concrete.

2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.

3/ For portland cement concrete, the maximum percent loss shall be 45.

4/ Does not apply to crushed slag or crushed steel slag.

5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.

6/ For crushed aggregate, if the material finer than the No. 200 (75 µm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

7/ Does not apply to aggregates for HMA binder mixtures.

8/ Does not apply to Class A seal and cover coats.

9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.

10/ Test shall be run according to ITP 203.

11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete."

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

- Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- 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, EPA 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 job site.

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

Not for Bid

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2016

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

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform _____% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

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

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting.

- (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five day period if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation
Bureau of Small Business Enterprises
Contract Compliance Section
2300 South Dirksen Parkway, Room 319
Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partners; and
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors

are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
- b. A bidder, using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration

Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Jefferson Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4614. Telefax number (217) 785-1524.
- (b) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted, it will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor,

with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE-215 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

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

"EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the

Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

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

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further

that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or a discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights

Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.”

80358

Not for Bid

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

Revised: April 1, 2016

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

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

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

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

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

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: April 1, 2016

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dry drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(11) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 402.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid for at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

Section 16-00470-00-RS
2016 Kane County Resurfacing Project
Schedule of Quantities

Route No.	Location	From	To	Asphalt Thickness	Length	Width	Area
				(IN)			(SQ YD)
1	Meredith Rd	McNulty Rd	IC Trail	2.25	14,545	26	42,020
2	Lees Rd	Sauber Rd	Illinois Rte 47	5	13,800	25-37	39,670
3	Allen Rd/Walker Rd	County Line	700' W of Wild Prairie Pointe	5	11,085	25	30,800
4	Dauberman Rd	US Highway 30	Keslinger Rd	5	41,170	23	105,220
5	Jericho Road	2250' E of Jones Rd	1525' N of Jones Rd		3,800	4	1,690

Bituminous Materials (Prime Coat)	Leveling Binder (Machine Method), N50	Hot Mix Asphalt, Surface Course, Mix D, N50	Hot Mix Asphalt, Binder Course, Mix D, N50	HMA Surface Removal, Butt Joints	Hot Mix Asphalt, Surface Removal, Depth 2.25"	Hot Mix Asphalt, Surface Removal, Depth 3"	Aggregate Shoulder Type B (Special)	Barricades Type II (Special)	Traffic Control and Protection	Changeable Message Signs	Traffic Barrier Terminal, Type 1 (Special) ET-2000
(GALLON)	(TON)	(TON)	(TON)	(SQ YD)	(SQ YD)	(SQ YD)	(CU YD)	(EACH/DAY)	(L SUM)	(CAL DAY)	(EACH)
4,202	1,765	3,530		3,252	42,020			2,729		16	
3,967	117	3,332	7,908	6,695		39,670	356	2,590		16	
3,080	92	2,588	8,008	6,692	319	30,472	286	2,083		16	1
10,522	405	8,831	18,731	7,351		105,220	1,039	7,699		28	
							141				

Additional Paving Areas				
HMA Driveways	Aggregate Driveways	Side Road Butt Joints	Project Limit Butt Joints	Mailbox Turnouts
(EACH)	(EACH)	(EACH)	(EACH)	(EACH)
47	3	7	4	1
16	1	2	2	0
13	3	2	6	1
34	19	11	8	8

Total	110	26	22	20	10
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ADDITIONAL PAVING AREAS

HMA Driveways
Mailbox Turnouts

3,520
264

352	405	405
26	28	20

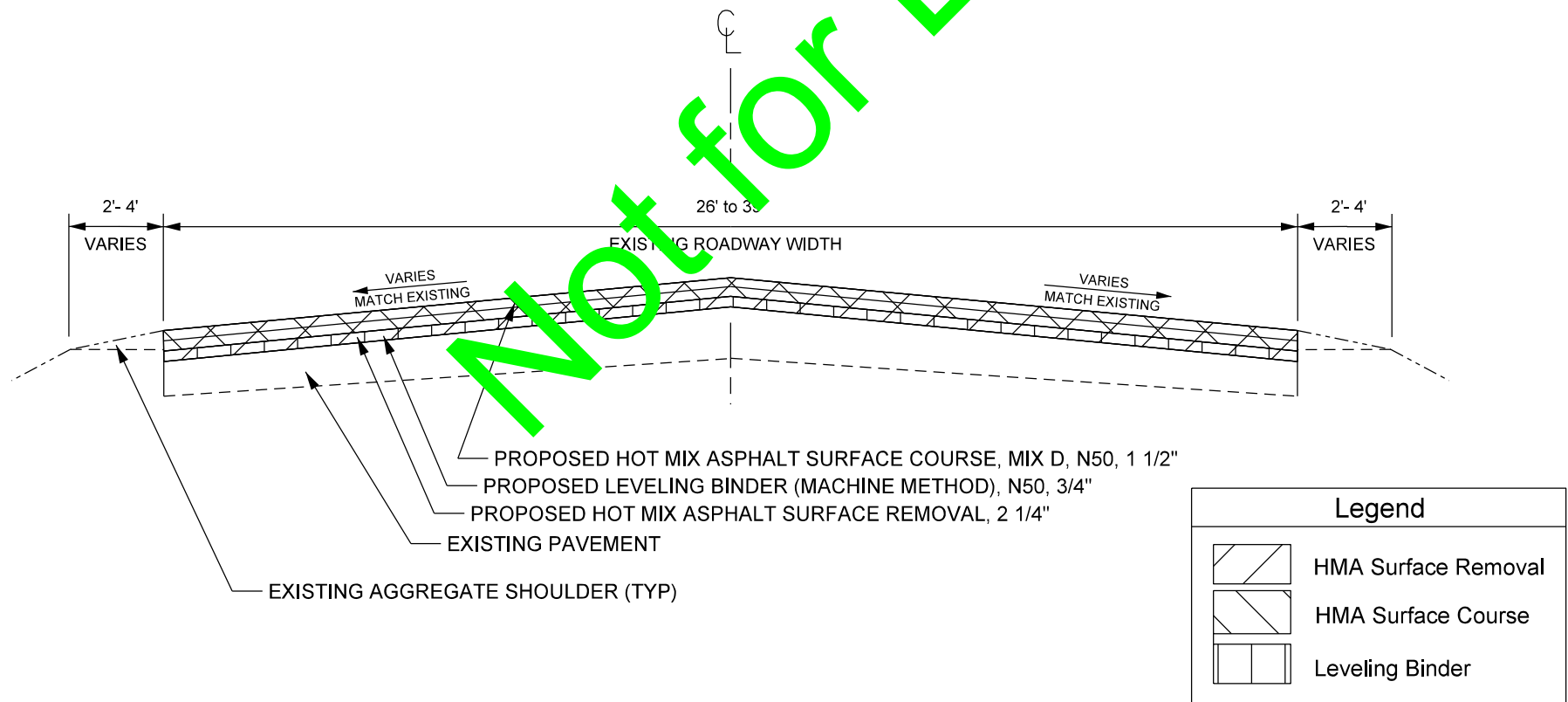
3,520
264

TOTALS	84,400 feet	15.98 miles	223,184	22,149	2,813	18,723	31,351	11,755	42,339	179,147	1,821	15,101	1	76	1
--------	-------------	-------------	---------	--------	-------	--------	--------	--------	--------	---------	-------	--------	---	----	---

2016 KANE COUNTY RESURFACING TYPICAL CROSS SECTION

FOR

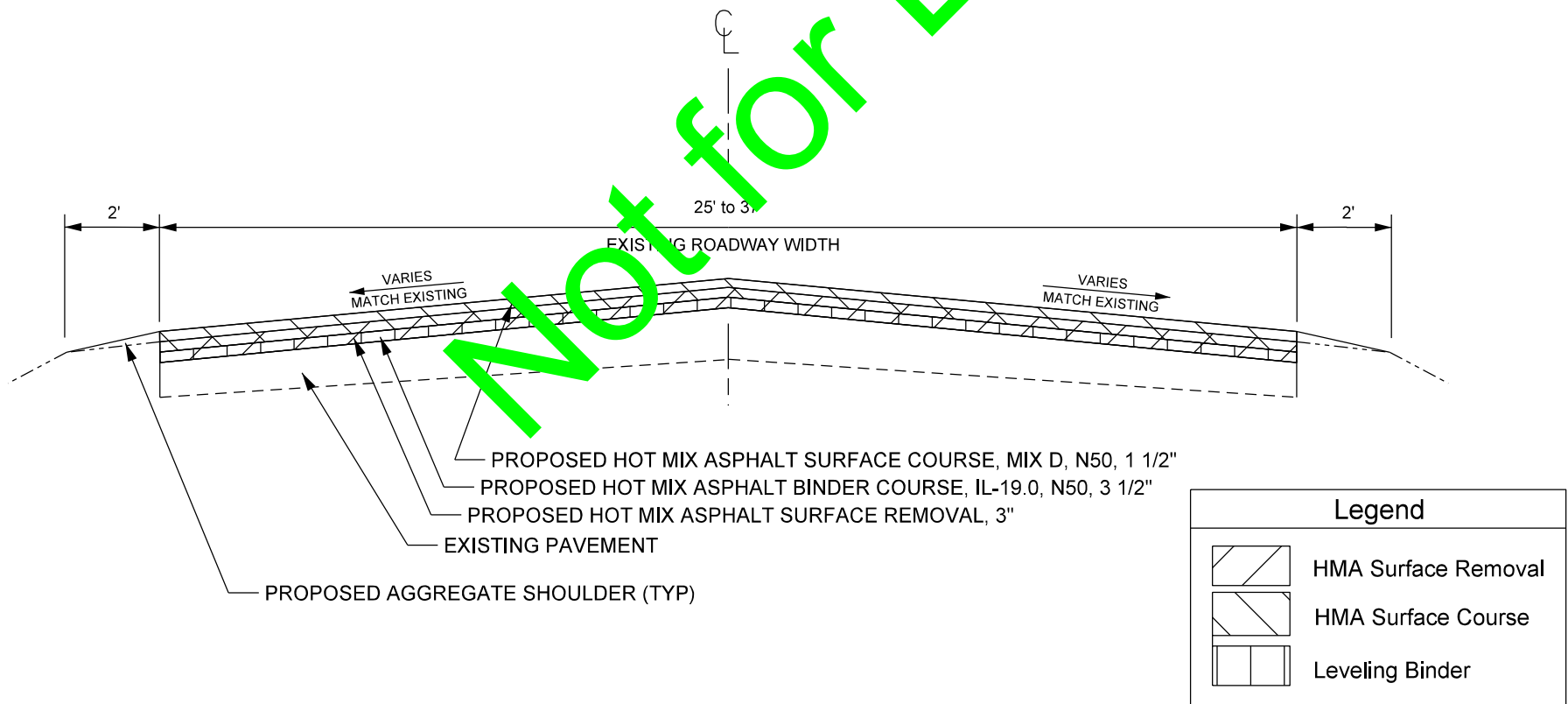
Meredith Road (McNulty Rd to IC Trail)



2016 KANE COUNTY RESURFACING TYPICAL CROSS SECTION

FOR

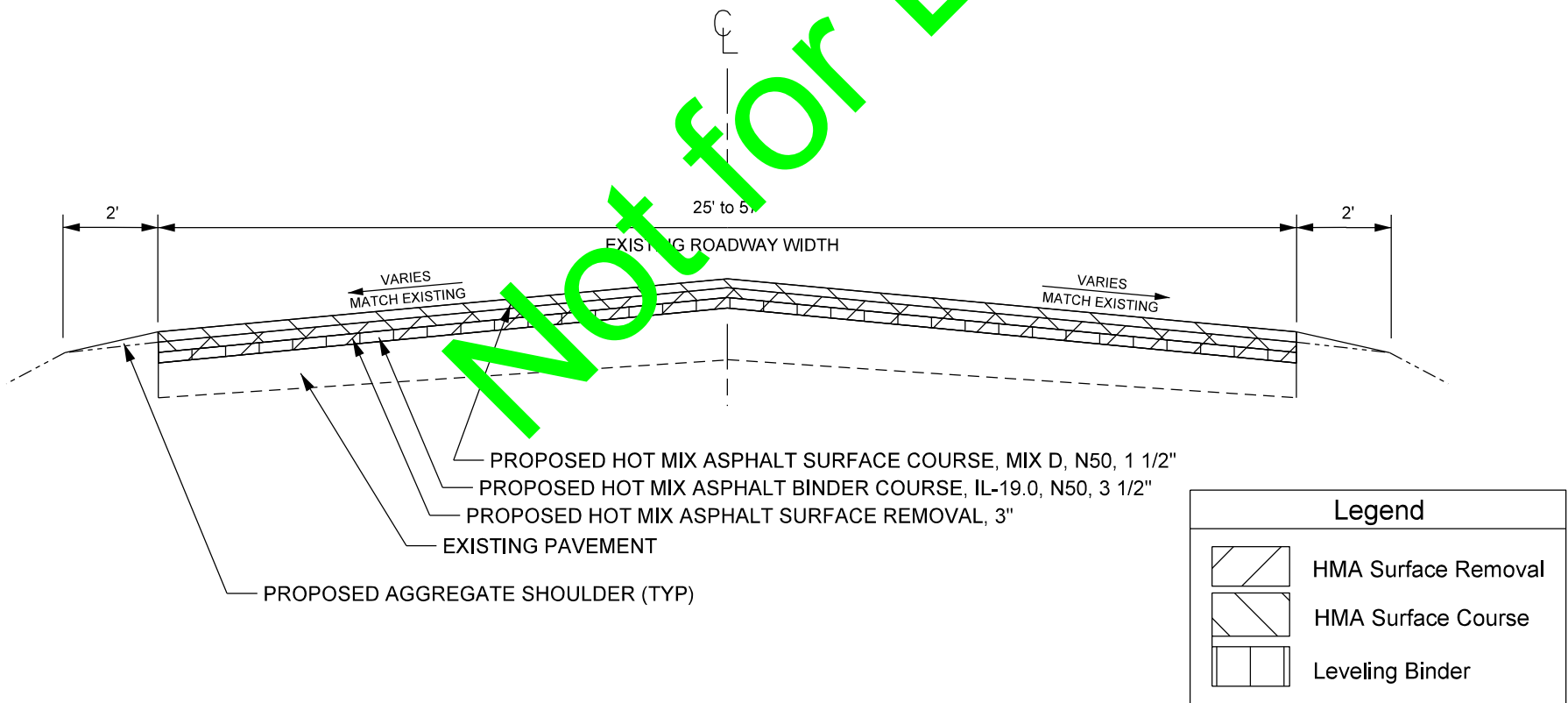
Lees Road (Sauber Rd to I-17 Route 47)



2016 KANE COUNTY RESURFACING TYPICAL CROSS SECTION

FOR

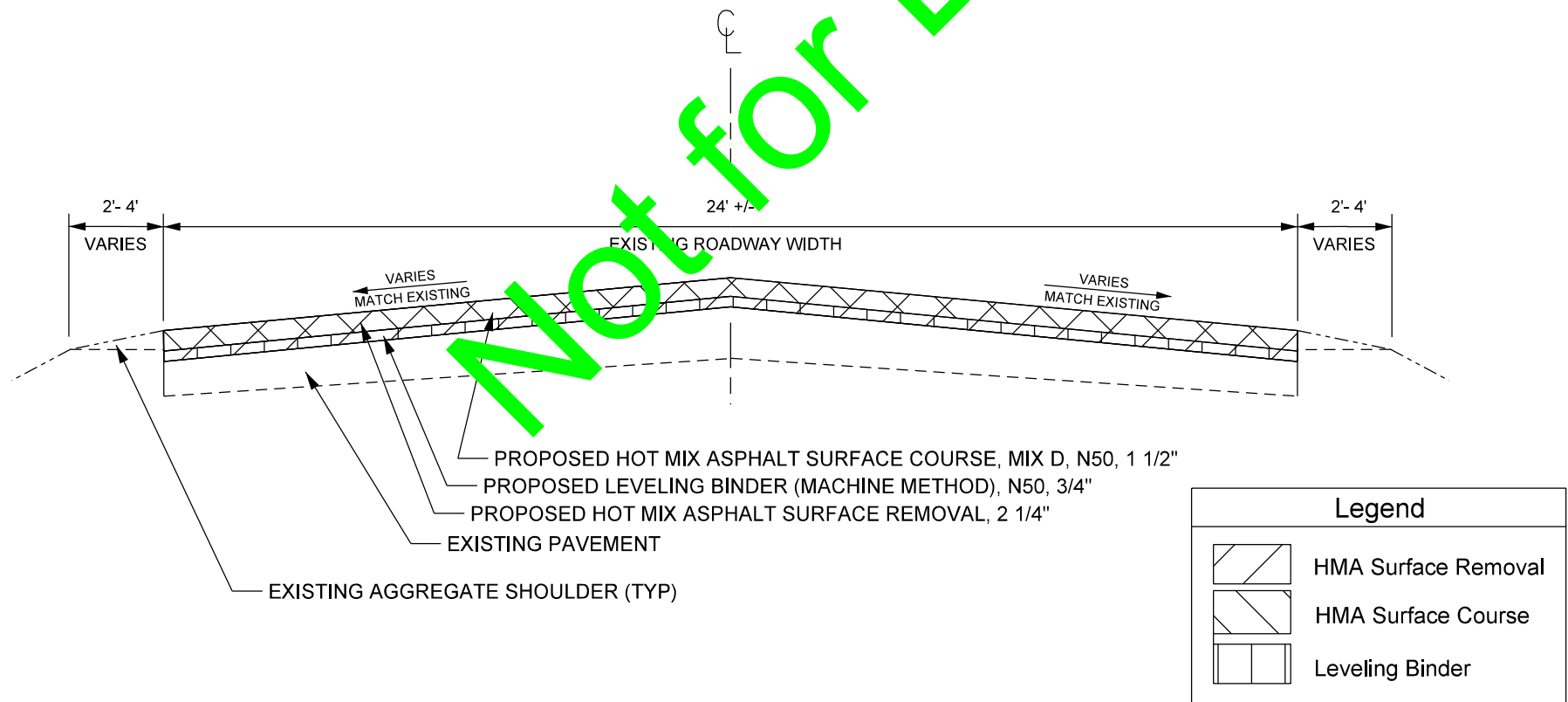
Allen Road (County Line to approximately 700' west of Wild Prairie Pointe)



2016 KANE COUNTY RESURFACING TYPICAL CROSS SECTION

FOR

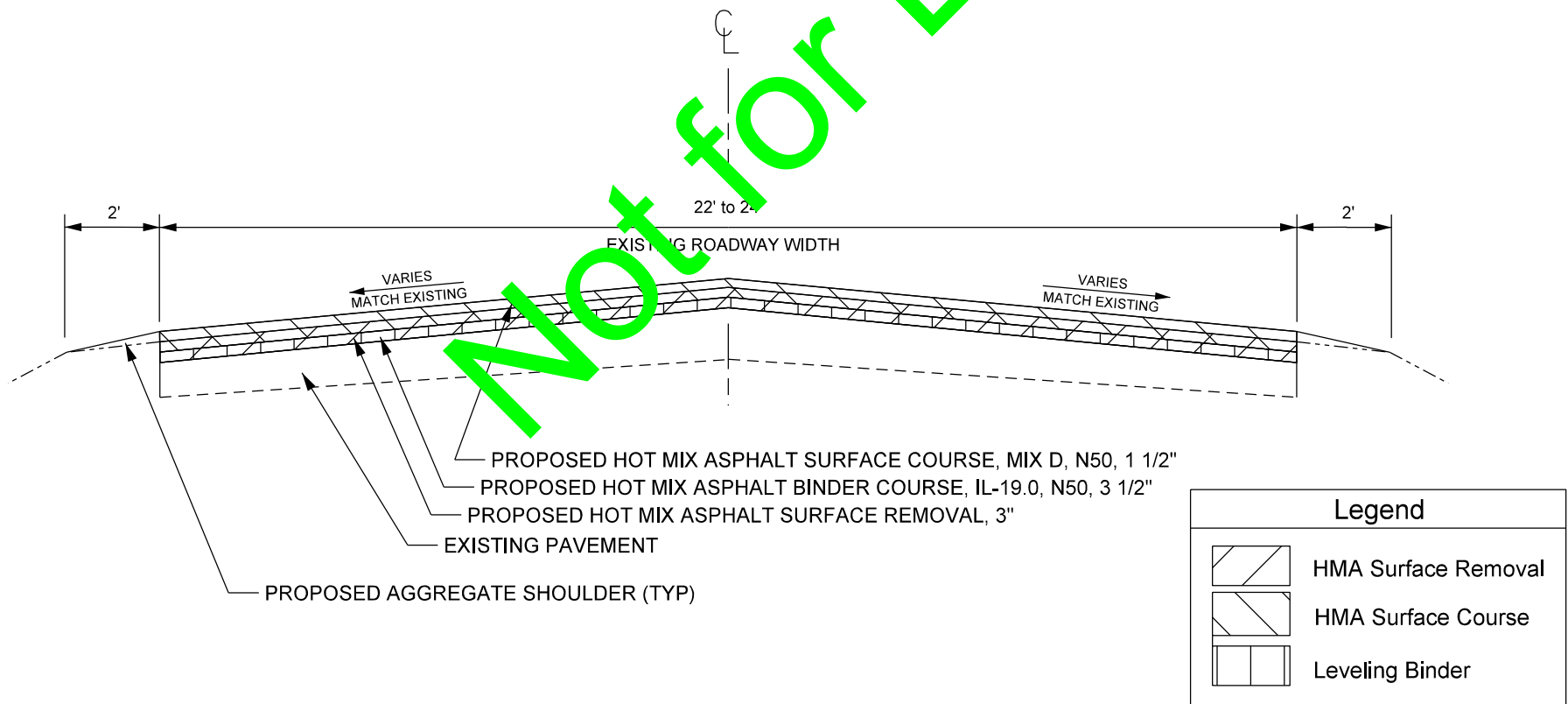
Walker Road (Approximately 115' south of Allen Rd to Allen Rd)



2016 KANE COUNTY RESURFACING TYPICAL CROSS SECTION

FOR

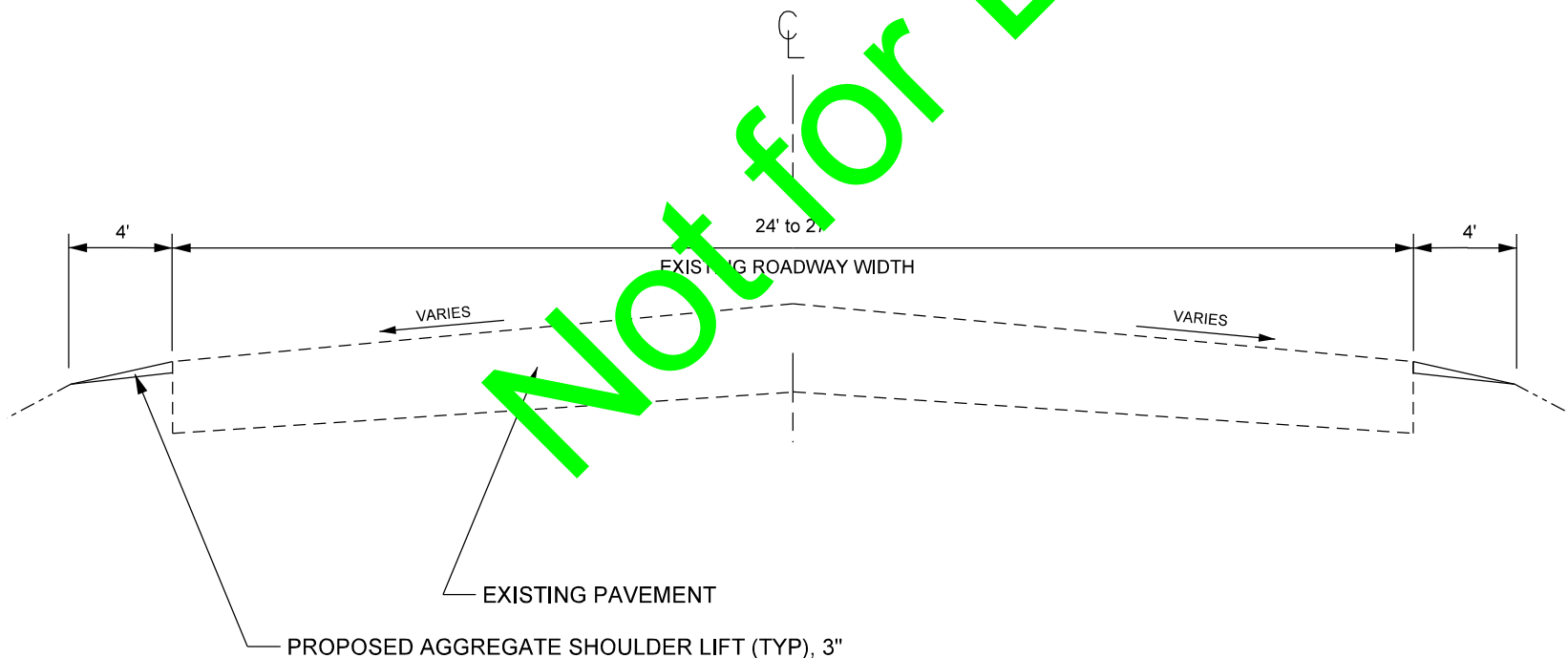
Dauberman Road (US Hwy 20 to Keslinger Rd)



2016 KANE COUNTY RESURFACING TYPICAL CROSS SECTION

FOR

Jericho Road (2250' east of Jones Rd to 1525' north of Jones Rd)



MIX SELECTION

Meredith Road and Walker Road

ITEM	
1.5"	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50
0.75"	LEVELING BINDER, (MACHINE METHOD), N50
	EXISTING BITUMINOUS SURFACE

Air Voids
4% @ 50
Gyr.

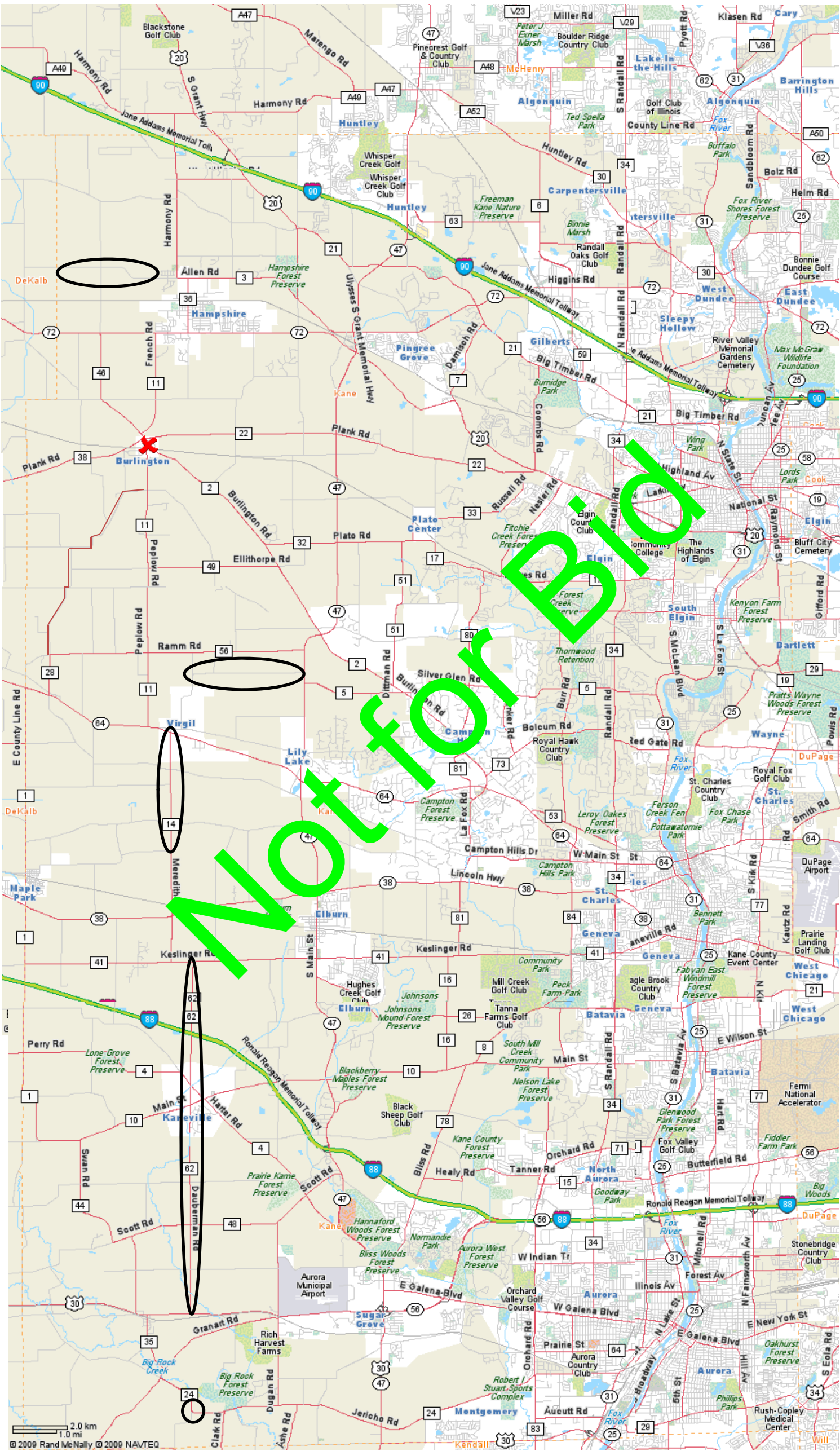
Air Voids
4% @ 50
Gyr.

MIX SELECTION

Lees Road, Allen Road and Dauberman Road

ITEM	
1.5"	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50
3.5"	HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50
	EXISTING BITUMINOUS SURFACE

2016 Kane County Resurfacing Location Map
Section 16-00470-00-RS
General Location Map



2016 Resurfacing Project

Section 16-00470-00-RS

Location 1 – Meredith Road (McNulty Rd to IC Trail)



2016 Resurfacing Project

Section 16-00470-00-RS

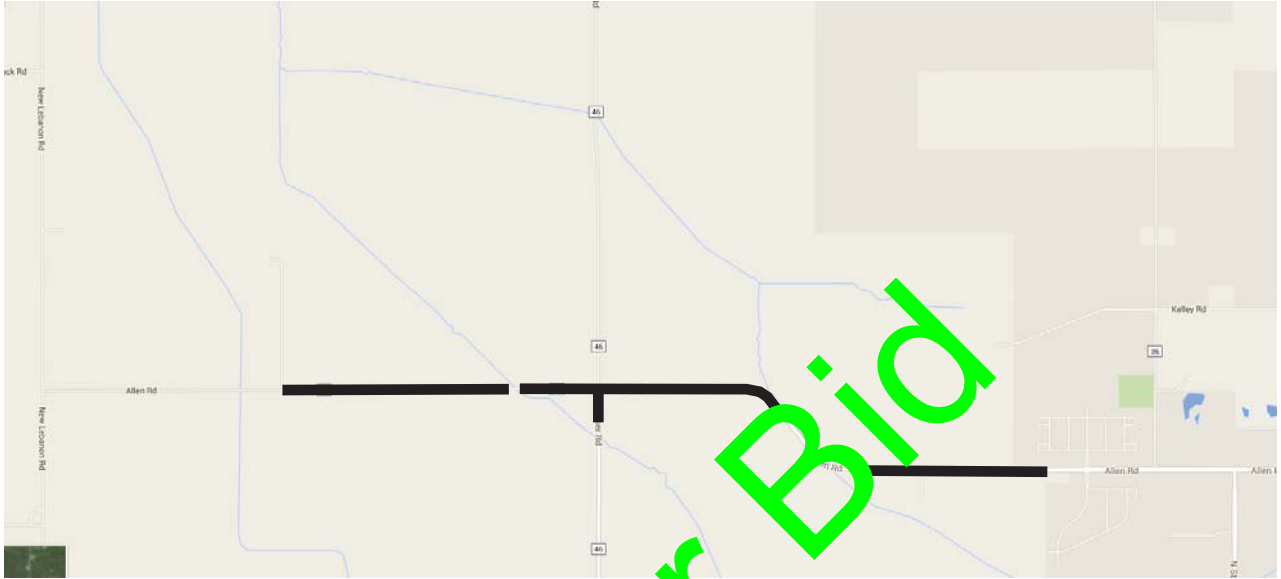
Location 2 – Lees Road (Sauber Rd to IL Rte 47)



2016 Resurfacing Project

Section 16-00470-00-RS

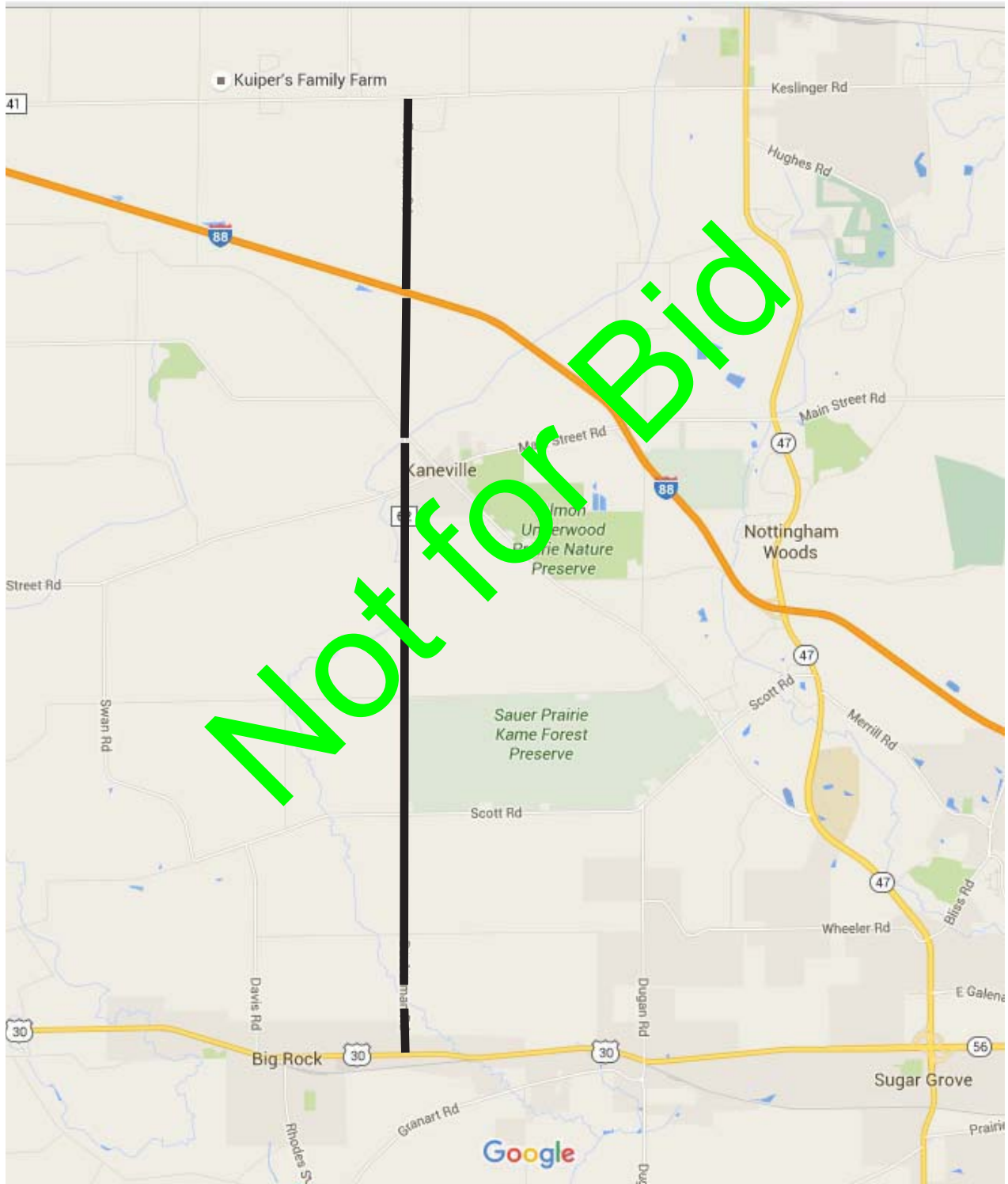
Location 3 – Allen Road (County Line to 750' west of Wild Prairie Pointe)



2016 Resurfacing Project

Section 16-00470-00-RS

Location 4 – Dauberman Road (US Hwy 30 to Keslinger Rd)



2016 Resurfacing Project

Section 16-00470-00-RS

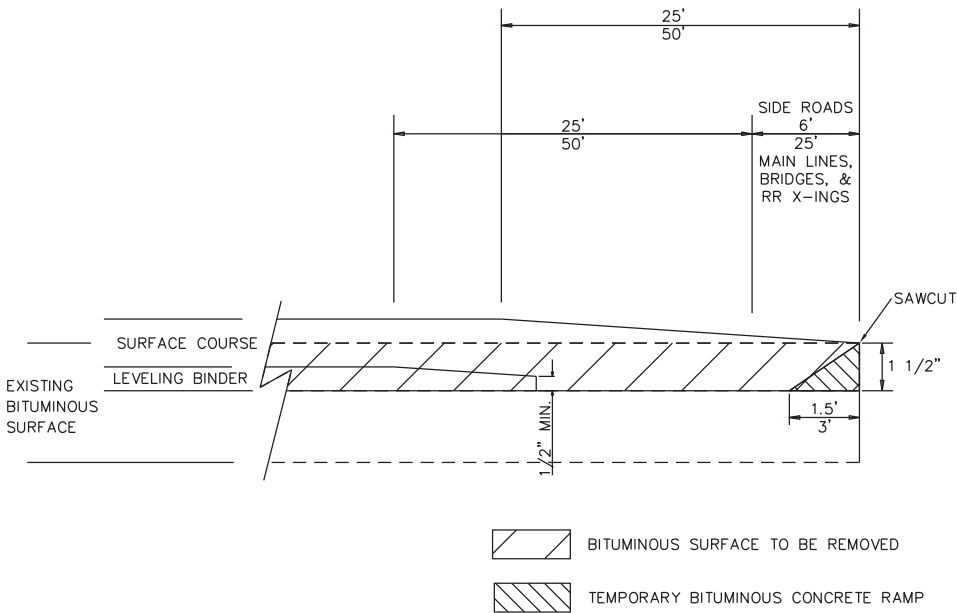
Location 5 – Jericho Road (2250' E of Jones Road to 1525' N of Jones Road)



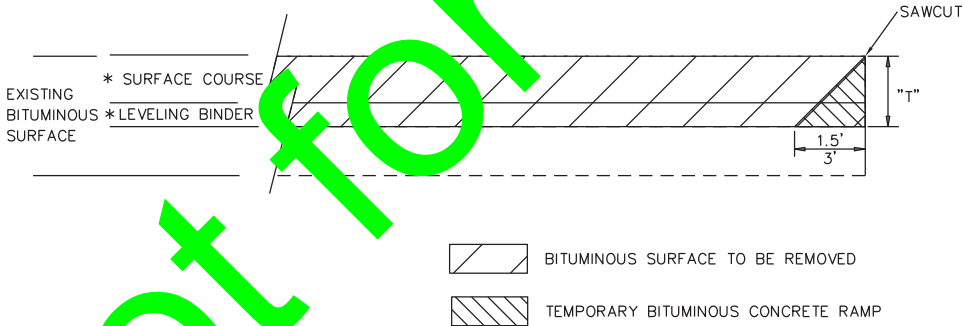
Location 3 - Allen Road



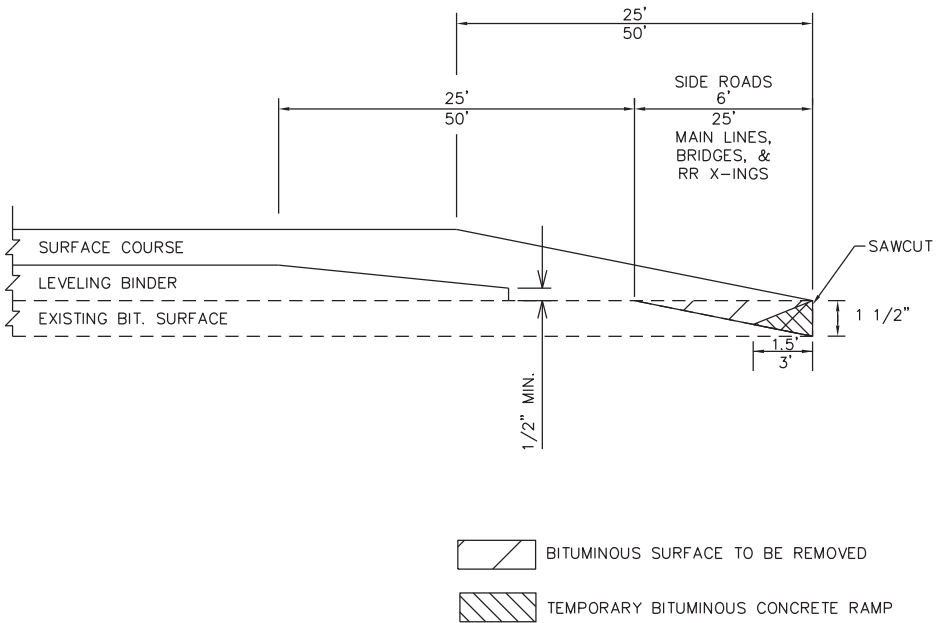
HOT-MIX ASPHALT SURFACE REMOVAL, BUTT JOINT FOR
1 1/2" SURFACE REMOVAL



HOT-MIX ASPHALT SURFACE REMOVAL, BUTT JOINT OF
THE THICKNESS SPECIFIED

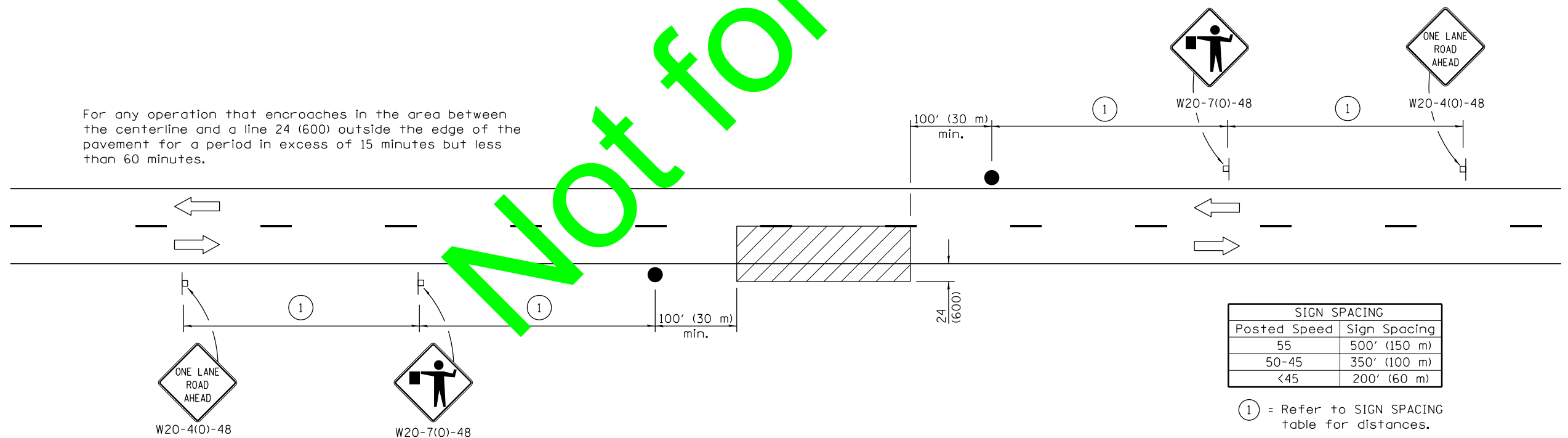
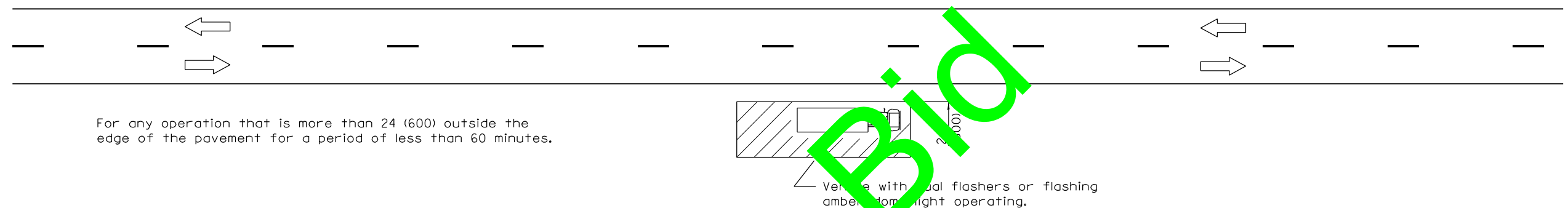
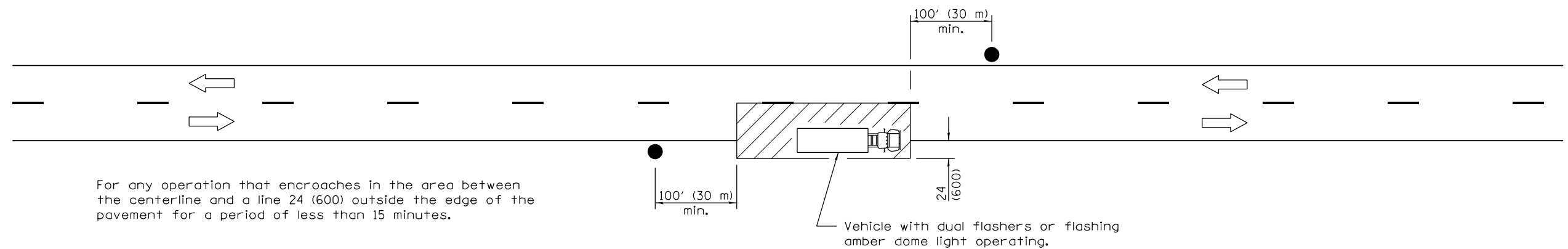


HOT-MIX ASPHALT SURFACE REMOVAL, BUTT JOINT
"OVERLAY"



NOTES:

BUTT JOINTS SHALL BE CONSTRUCTED AT THE BEGINNING AND END OF ALL ROUTES TO BE RESURFACED, AT ALL BRIDGES, RAILROAD CROSSINGS, AND AT OTHER LOCATIONS DIRECTED BY THE ENGINEER..



TYPICAL APPLICATIONS

Marking patches
Field survey
String line
Utility operations
Cleaning up debris on pavement

SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

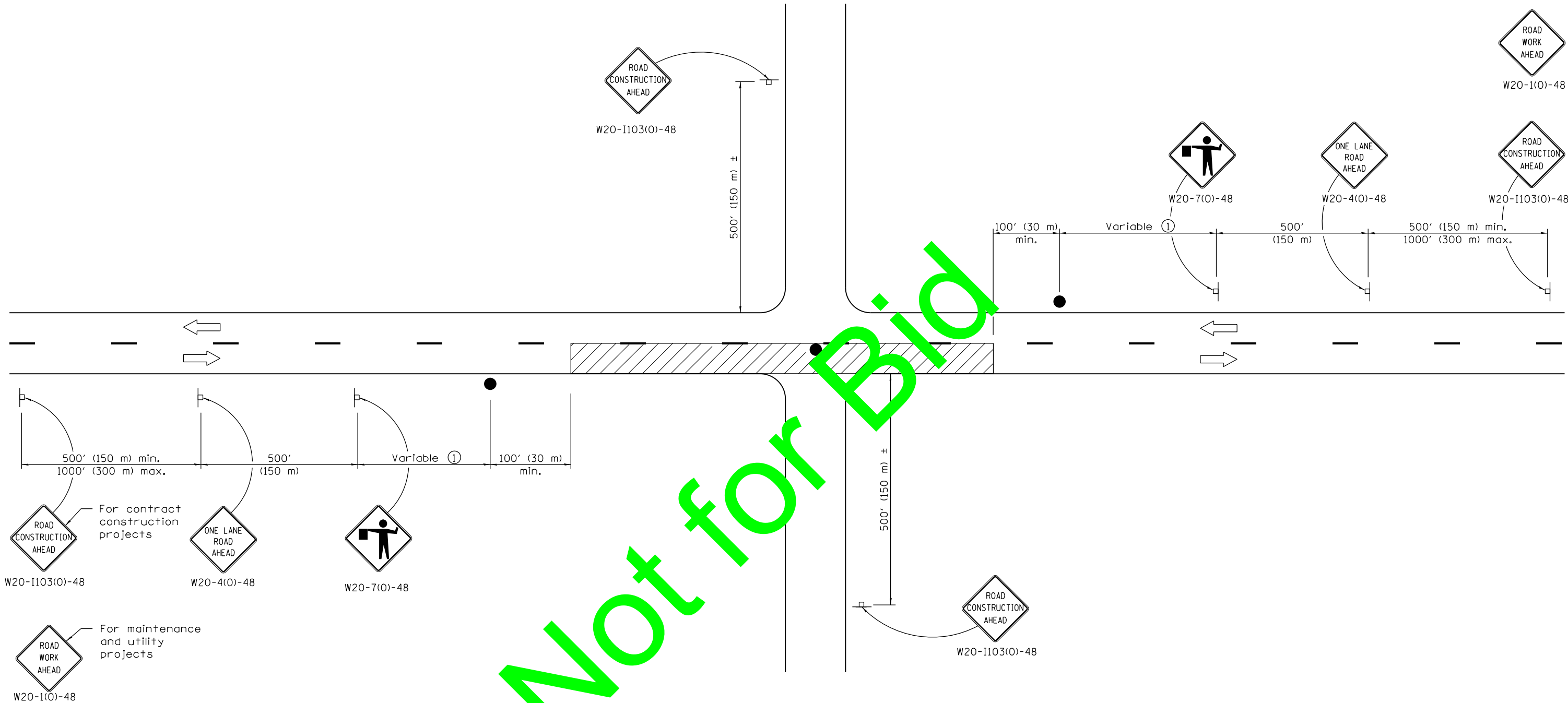
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
APPROVED <u>January 1, 2011</u> ENGINEER OF SAFETY ENGINEERING	ISSUED 1-1-97
APPROVED <u>January 1, 2011</u> ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).

LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS

STANDARD 701301-04



TYPICAL APPLICATIONS

Bituminous resurfacing
Milling operations
Utility operations
Shoulder operations

SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

① Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed 1/2 the length required for one normal working day's operation or 2 miles (3200 m), whichever is less.

GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment, workers or their activities require an intermittent or continuous moving operation on the pavement where the average speed of movement is greater than 1 mph (2 km/h) and less than 4 mph (6 km/h).

When the operation does not exceed 60 minutes, traffic control may be according to Standard 701301.

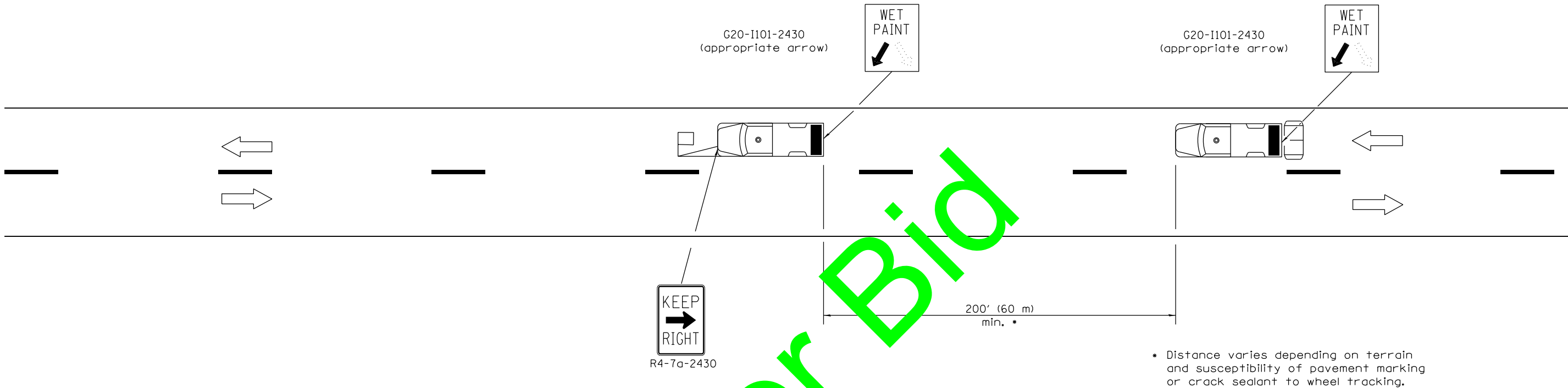
All dimensions are in inches (millimeters) unless otherwise shown.

APPROVED January 1, 2011	
ENGINEER OF SAFETY ENGINEERING	
APPROVED January 1, 2011	
ENGINEER OF DESIGN AND ENVIRONMENT	
ISSUED 1-1-97	

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

**LANE CLOSURE, 2L, 2W, SLOW
MOVING OPERATIONS DAY ONLY,
FOR SPEEDS ≥ 45 MPH**

STANDARD 701306-03



TYPICAL APPLICATIONS

Landscaping work
Utility work
Pavement marking
Weed spraying
Roadometer 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.


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

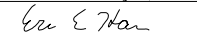
DATE	REVISIONS
1-1-09	Switched units to
	English (metric). Omitted
	Pass With Care sign.
1-1-00	Elim. speed restrictions
	in Standard title.

**LANE CLOSURE 2L, 2W
MOVING OPERATIONS—
DAY ONLY**

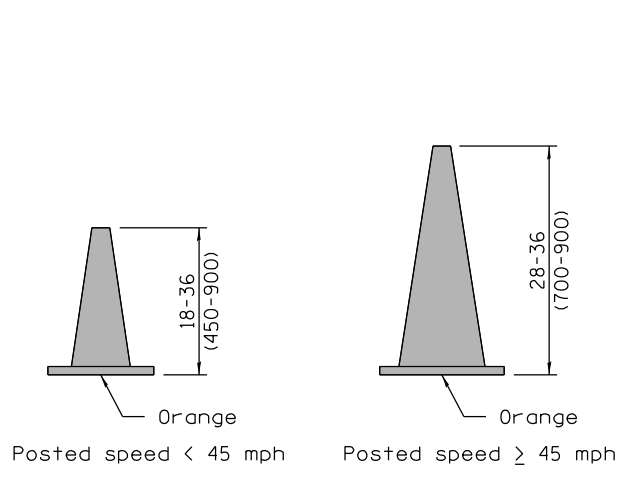
STANDARD 701311-03

 Illinois Department of Transportation

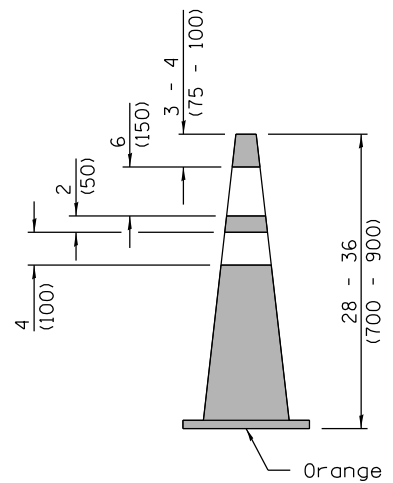
APPROVED January 1, 2009

ENGINEER OF OPERATIONS

APPROVED January 1, 2009

ENGINEER OF DESIGN AND ENVIRONMENT

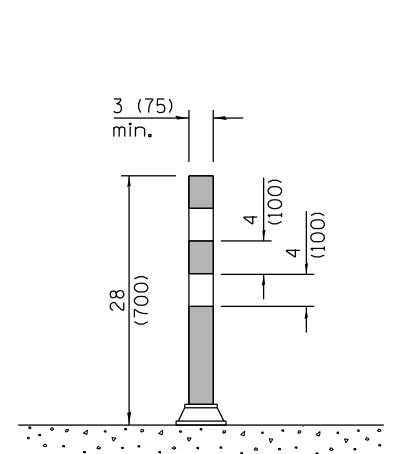
ISSUED 1-1-97



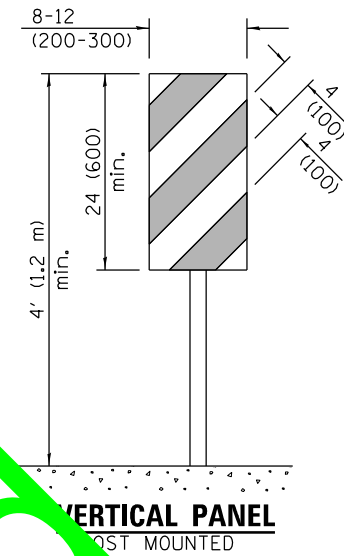
**CONE FOR
DAYTIME**



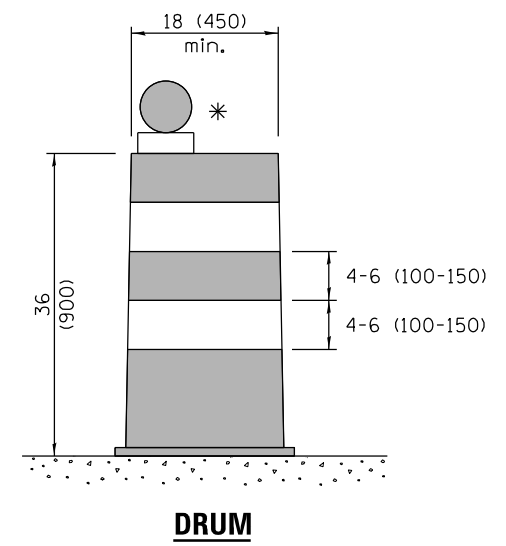
**REFLECTORIZED CONE
FOR NIGHTTIME**



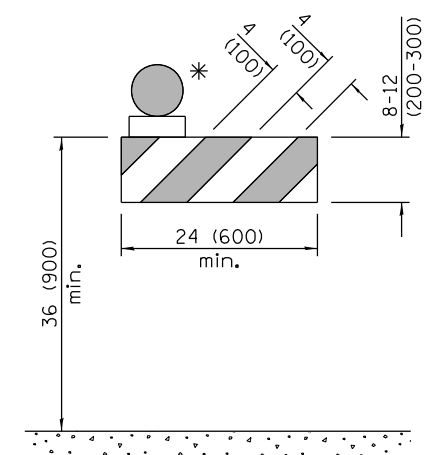
FLEXIBLE DELINEATOR



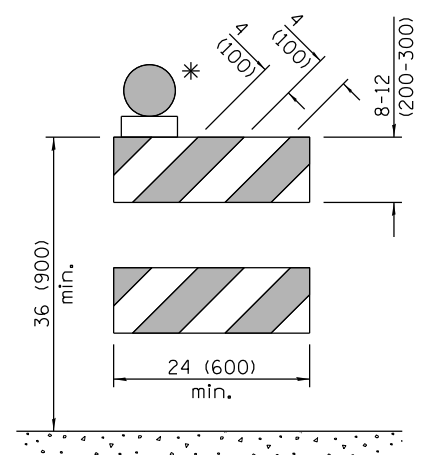
**VERTICAL PANEL
POST MOUNTED**



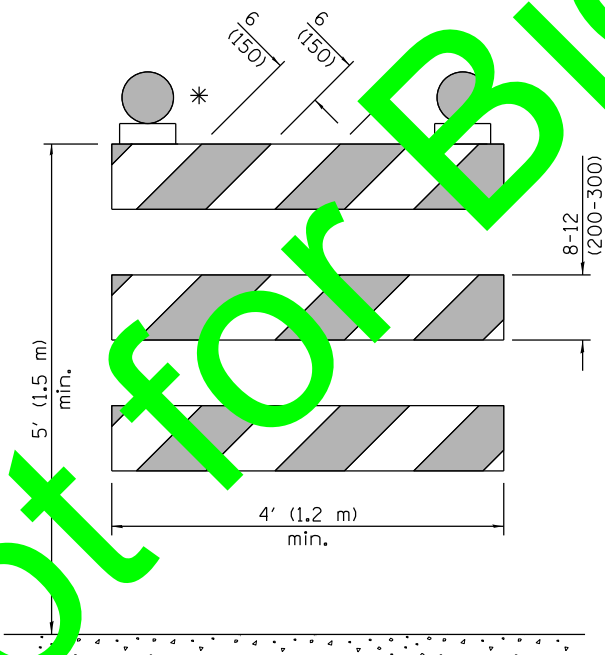
DRUM



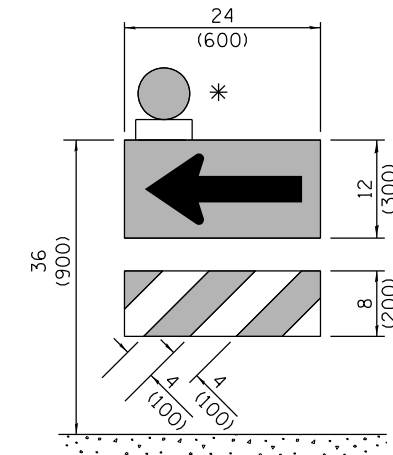
TYPE I BARRICADE



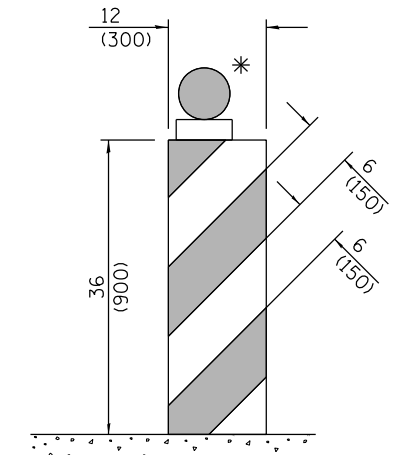
TYPE II BARRICADE



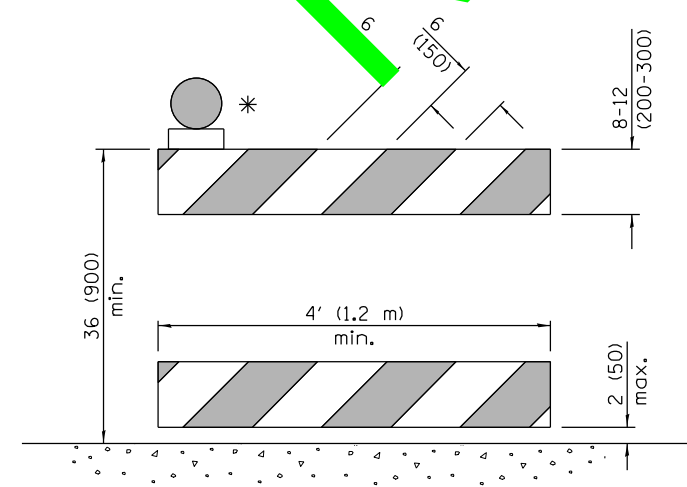
TYPE III BARRICADE



**DIRECTION INDICATOR
BARRICADE**



VERTICAL BARRICADE



**DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE**

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

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

Illinois Department of Transportation

APPROVED April 1, 2016
ENGINEER OF OPERATIONS

APPROVED April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

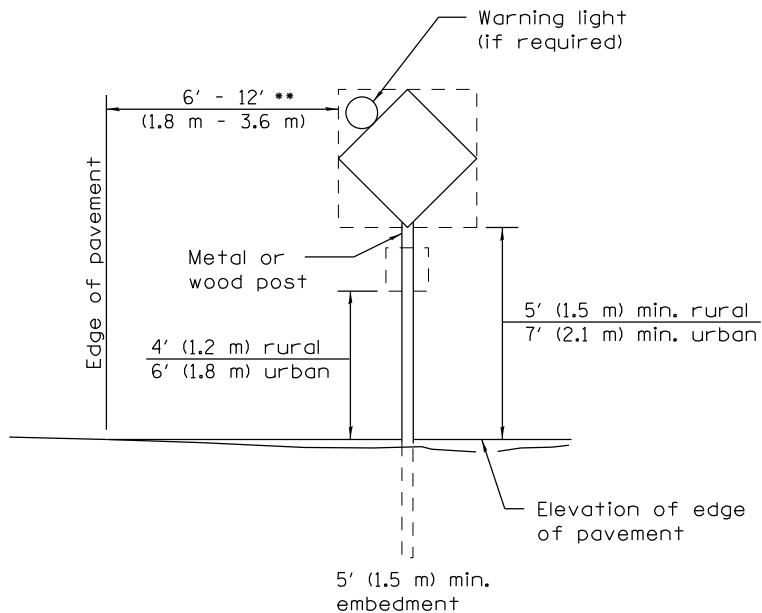
ISSUED 1-1-97

DATE	REVISIONS
4-1-16	Add dim's to barricades. Rev. note for post mnt. signs.
	Rev. cone dtls. Add W12-I103.
1-1-15	Revised two sign numbers on sheet 2. Added note reg.
	PHOTO ENFORCED plaque.

**TRAFFIC CONTROL
DEVICES**

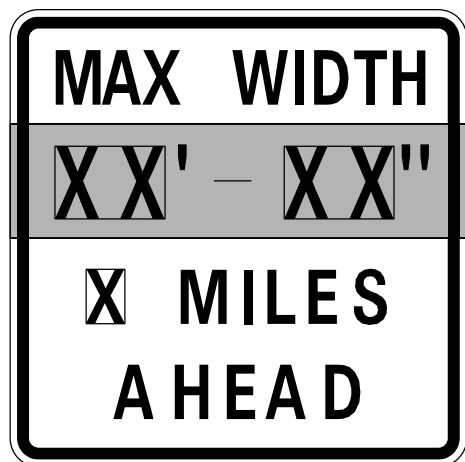
(Sheet 1 of 3)

STANDARD 701901-05



POST MOUNTED SIGNS

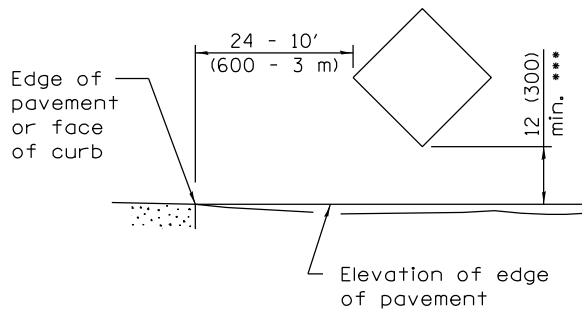
- ** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



W12-I103-4848

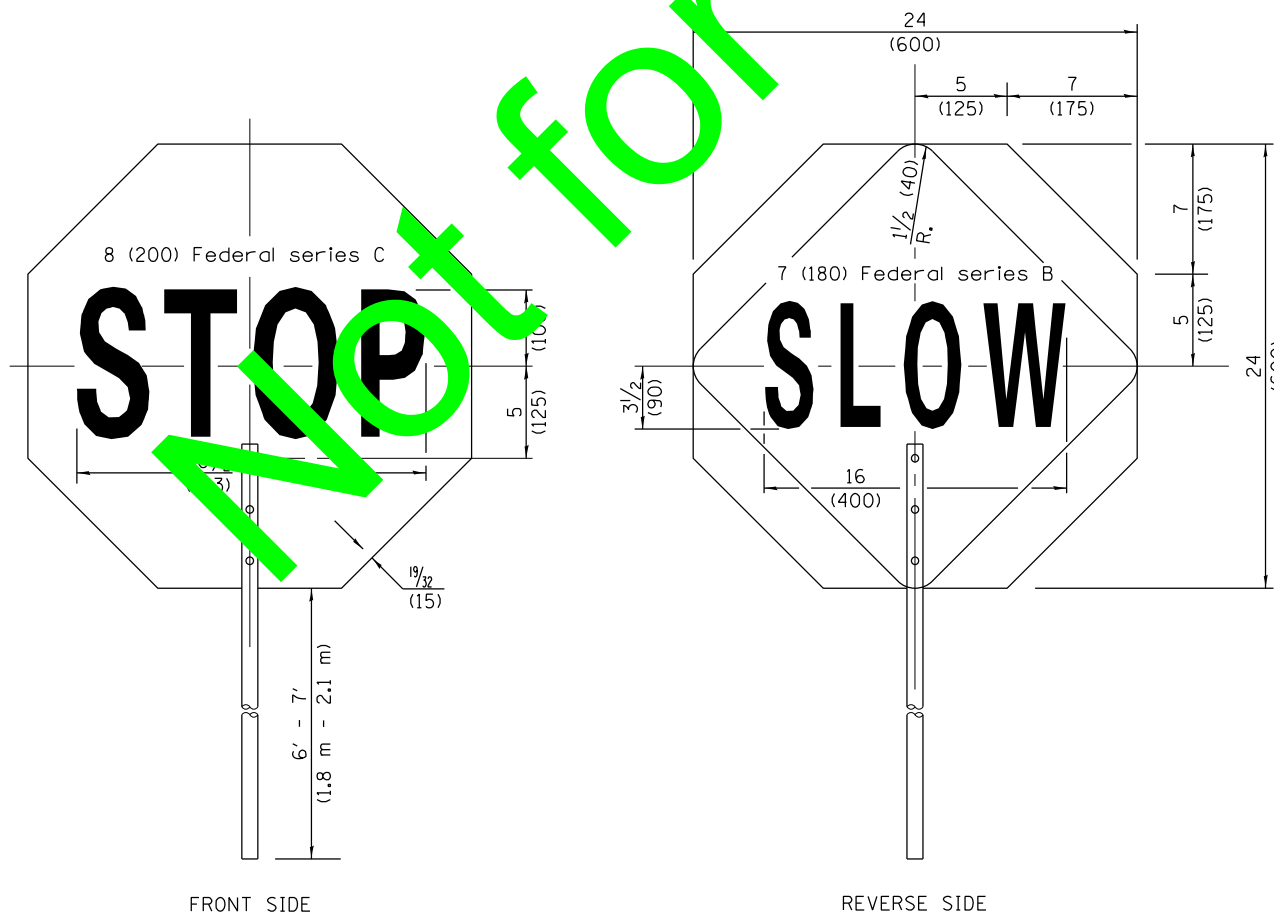
WIDTH RESTRICTION SIGN

XX'-XX\"/>

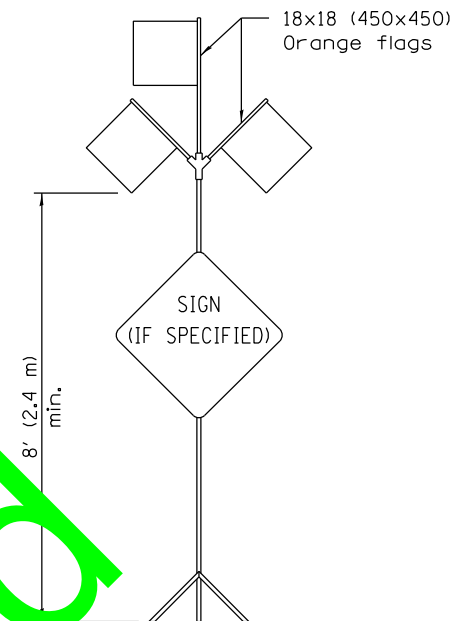


SIGNS ON TEMPORARY SUPPORTS

- *** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



FLAGGER TRAFFIC CONTROL SIGN



HIGH LEVEL WARNING DEVICE



G20-I104(0)-6036



G20-I105(0)-6024

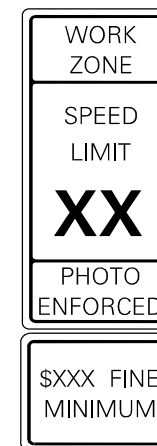
This signing is required for all projects 2 miles (3200 m) or more in length.

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



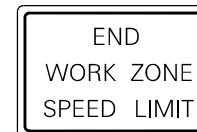
W21-I115(0)-3618

R2-1-3648

R10-I108p-3618 ****

R2-I106p-3618

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



G20-I103(0)-6036

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

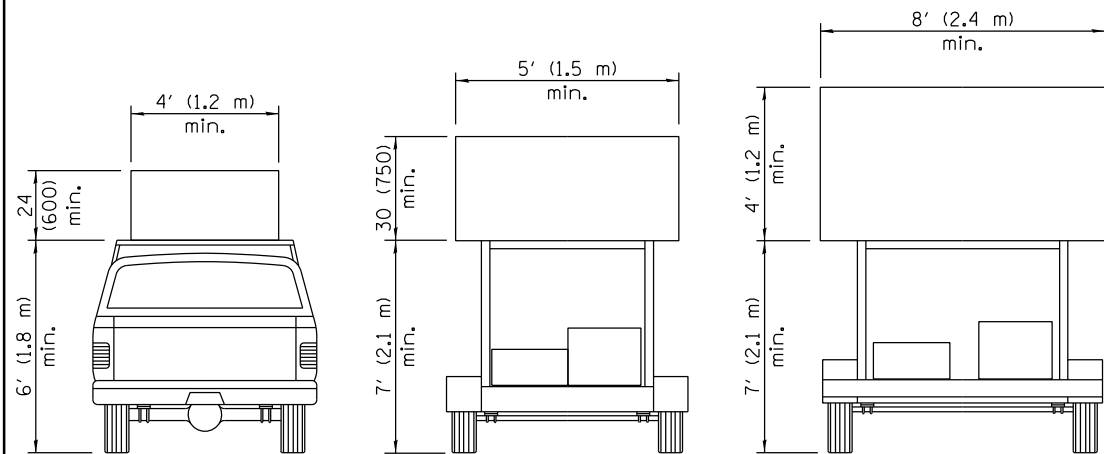
HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

- **** R10-I108p shall only be used along roadways under the jurisdiction of the State.

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-05

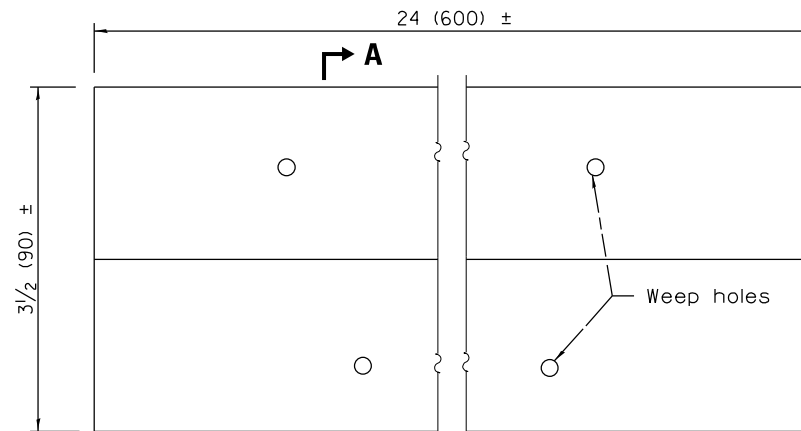


TYPE A
ROOF
MOUNTED

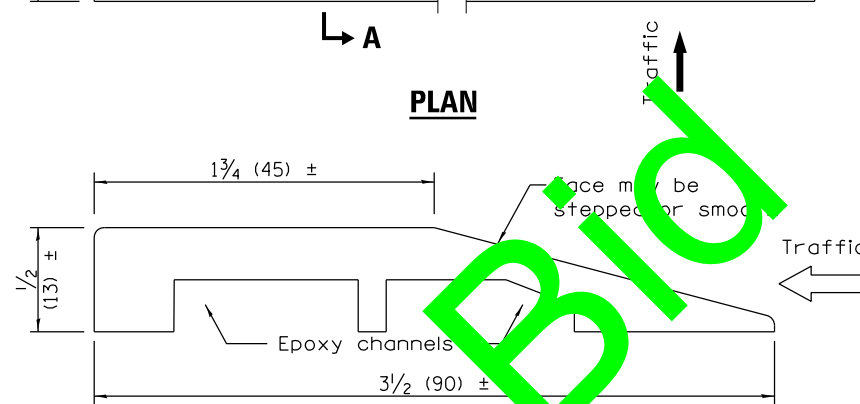
TYPE B
ROOF OR TRAILER
MOUNTED

TYPE C
TRAILER
MOUNTED

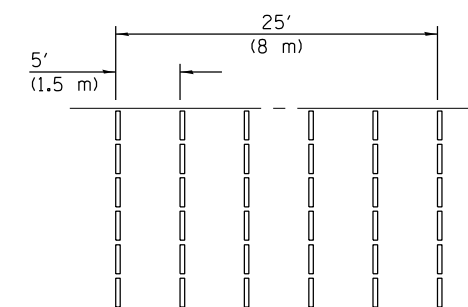
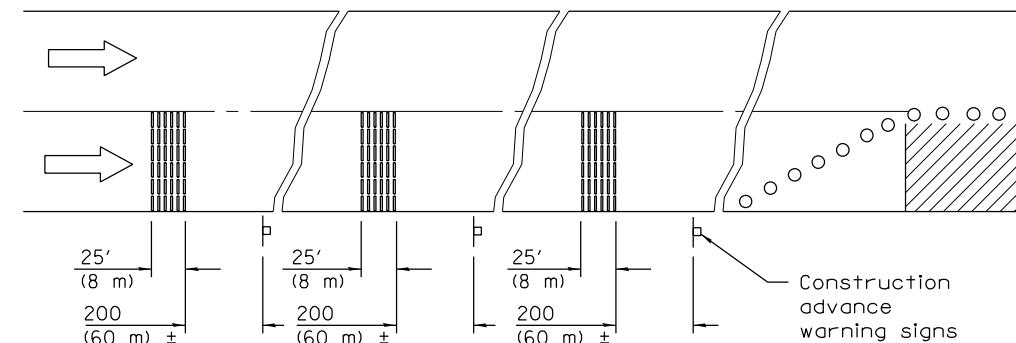
ARROW BOARDS



PLAN

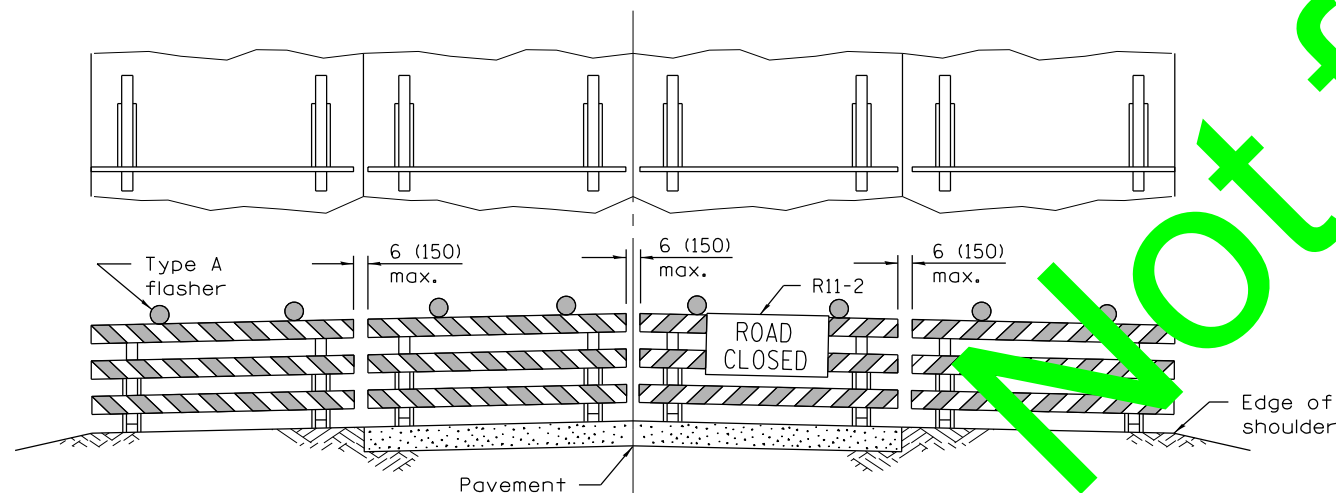


SECTION A-A



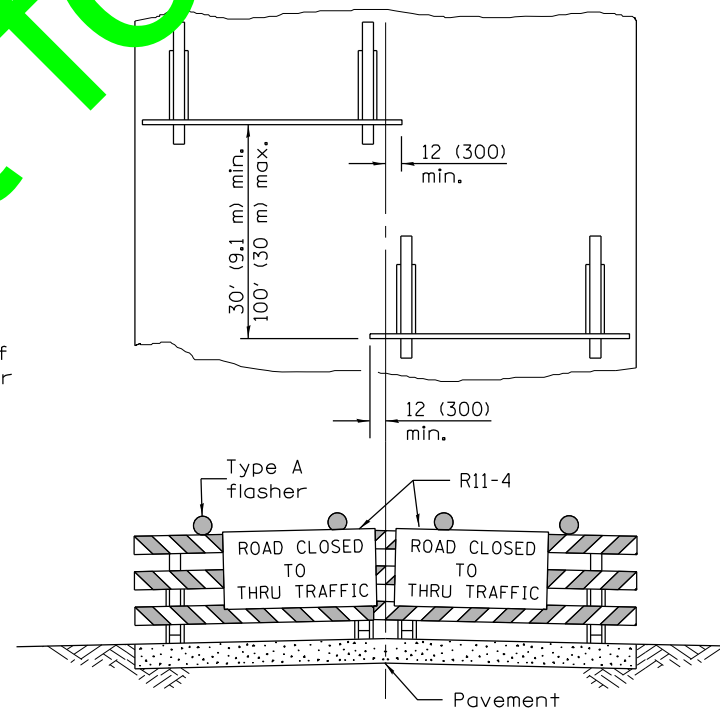
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



ROAD CLOSED TO THRU TRAFFIC

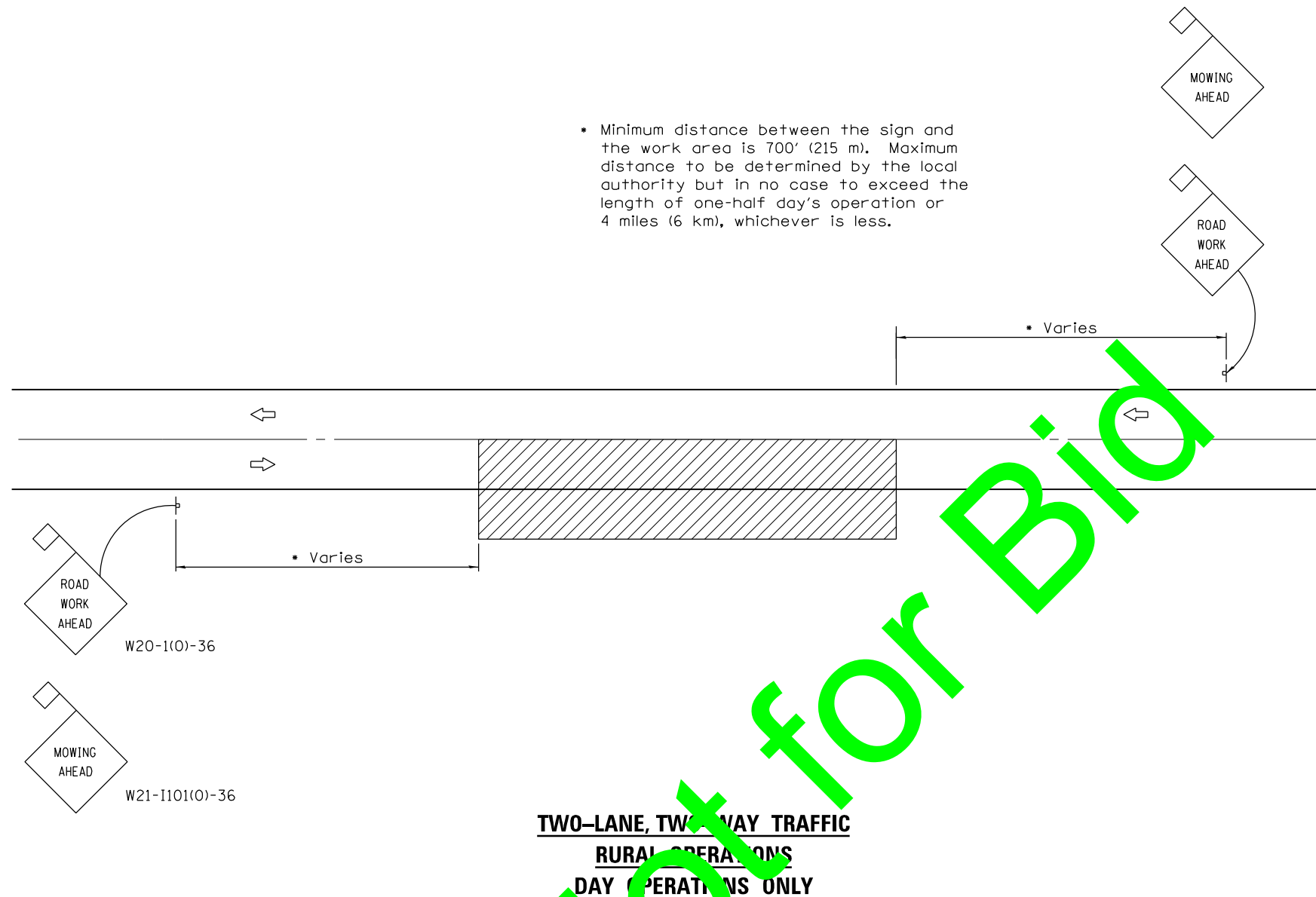
Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD

TRAFFIC CONTROL
DEVICES

(Sheet 3 of 3)

STANDARD 701901-05



SYMBOLS



Work area



Sign with 18x18 (450x450) min.
orange flag attached.

TYPICAL APPLICATIONS

MOWING
SPREADING AGGREGATE
WEED SPRAYING
SURFACE MAINTENANCE
BITUMINOUS RESURFACING
CRACK POURING
SHOULDER REPAIR
CLEANING DITCHES

GENERAL NOTES

Maintenance operations shall be confined to one traffic lane, leaving the opposite lane open to traffic. At least 500' (150 m) of both traffic lanes shall be available for traffic movement between work areas at intervals not greater than 1000' (300 m).

When operations are on the pavement and stationary or moving at a speed less than 4 mph (6 kph), a ONE LANE AHEAD, or other appropriate sign, shall be installed in each direction between the ROAD WORK AHEAD sign and the work area. The distance between this sign and the work area shall be a minimum of 400' (120 m) but in no case to exceed the length of one-half day's operation or 4 miles (6 km), whichever is less. The distance between the two signs shall be approximately 400' (120 m).

All signs are to be removed at completion of the day's operation.

Any unattended obstacle, excavation, or pavement drop off greater than 3 (75) in the work area shall be protected by Type I or Type II barricades with flashing lights.

Longitudinal dimensions may be adjusted slightly to fit field conditions.

All vehicles, equipment, men, and their activities are restricted at all times to one side of the pavement.

Flashing lights or rotating beacons are required for all maintenance vehicles while in operation.

Applicable operations illustrated in Standard 701301 may be used when operations do not exceed 15 minutes on the pavement or 60 minutes on the shoulder respectively.

All warning signs shall have minimum dimensions of 36x36 (900x900) and have black legend on an orange reflectorized background.

When fluorescent signs are used, orange flags are not required.

This case is for use on rural local roads where the local authority considers this protection to be appropriate for the specific job conditions.

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

Illinois Department of Transportation	
APPROVED January 1, 2015	ISSUED 1-1-97
ENGINEER OF LOCAL ROADS AND STREETS	
APPROVED January 1, 2015	
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
1-1-15	Corrected RWA sign number.
1-1-09	Switched units to
	English (metric). Moved
	one General Note.

TRAFFIC CONTROL DEVICES-- DAY LABOR MAINTENANCE

STANDARD B.L.R. 18-6

County	Kane
Local Public Agency	Kane County
Section	16-00470-00-RS
Route	Various

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

~~Bidder's Proposal for making Entire Improvements~~

[illegible]

CONTRACTOR CERTIFICATIONS

County Kane
 Local Public Agency Kane County
 Section Number 16-00470-00-RS
 Route Various

The certifications herinafter 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 procedures established by the appropriate revenue Act, its liability for the tax or the amount of 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 and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

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 or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

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 of 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 cancelled.

RETURN WITH BID

SIGNATURES

County	Kane
Local Public Agency	Kane County
Section Number	16-00470-00-RS
Route	Various

(If an individual)

Signature of Bidder _____
Business Address _____

(If a partnership)

Firm Name _____
Signed By _____
Business Address _____

Insert Names and Addressed of All Partners { _____

(If a corporation)

Corporate Name _____
Signed By _____ President
Business Address _____

Insert Names of Officers { President _____
Secretary _____
Treasurer _____

Attest: _____
Secretary



RETURN WITH BID

Route	Various
County	Kane
Local Agency	Kane County
Section	1600470-00-RS

PAPER BID BOND

Principal

(Company Name)

(Company Name)

By:

(Signature and Title)

(Signature and Title)

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

Surety

By:

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF

_____, 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 _____

My commission expires

(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA 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 LA 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.)

[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____



Return with Bid

Route	<u>Various</u>
County	<u>Kane</u>
Local Agency	<u>Kane County</u>
Section	<u>16-00470-00-RS</u>

All contractors are required to complete the following certification:

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

☐ For the following deliver and install 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 bidders' 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:

- I. Except as provided in paragraph IV 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.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) 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.
- III. 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.

- IV. Except for any work identified above, any bidder or subcontractor that 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 workforce 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 after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. 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: _____

By: _____
(Signature)

Address: _____

Title: _____

Not for Bid



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of _____

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

Part I. Work Under Contract

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

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

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

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

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals						

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

Part III. Work Subcontracted to Others.

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

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

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

Subscribed and sworn to before me
 this _____ day of _____, _____ Type or Print Name _____
 Officer or Director Title

Signed _____

Notary Public

My commission expires _____

(Notary Seal)

Company _____

Address _____


**Illinois Department
of Transportation**
Affidavit of Illinois Business Office

County Kane
 Local Public Agency Kane County
 Section Number 16-00470-00-RS
 Route Various

State of _____)
) ss.
 County of _____)

I, _____ of _____ , _____ ,
 (Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states 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 this proposal, _____ , will maintain a
 (bidder)
- business office in the State of Illinois which will be located in _____ County, Illinois.
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)

 (Print Name of Affiant)

This instrument was acknowledged before me on _____ day of _____ , _____ .

(SEAL)

 (Signature of Notary Public)



Letting Date: _____ Item No.: _____

Contract No.: _____

Route: Various

Section: 16-00470-00-RS

Job No.: _____

County: Kane

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date