INVITATION TO BID

The Village of Hoffman Estates is accepting sealed bids for the proposed work officially known as the **2023 Preventative Maintenance Project**, and is located at various sites in Hoffman Estates.

Sealed proposals for the improvement described herein will be received at the Office of the Village Clerk of the Village of Hoffman Estates, Cook County, Illinois, **until 10:00 a.m., June 26th, 2023.** All bids will be publicly opened immediately thereafter.

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

The proposed improvements include, but not limited to, the routing, cleaning, and sealing of cracks in asphalt pavement throughout the Village of Hoffman Estates. The project consists of approximately 95,000 LB of asphalt sealant material to route, clean and seal asphalt cracks along with other work items not listed herein.

Plans and proposal forms are available for download from the Village of Hoffman Estates website at <u>www.hoffmanestates.org/business/rfps-rfqs-bids</u> beginning Monday, June 12th, 2023.

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

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

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

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

Remand Bev Romanoff

Bev Romanon Village Clerk

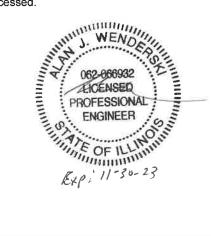
Date of Publication: Monday, June 12th, 2023



COVER	SHEET	
Proposal Submitted By:		
Contractor's Name	1	
Contractor's Address	City	State Zip Code
STATE OF ILLINOIS		
Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	23704
Route(s) (Street/Road Name)	Ţ	ype of Funds
Various	L	ocal
Proposal Only X Proposal and Plans Proposal only, plan	s are separate	
For Local Public Agency: For a County and Road District Project	For a Mu	nicipal Project
Submitted/Approved	Submitted/	Approved/Passed
Highway Commissioner Signature & Date	Signature & Date	
	Official Title	
Submitted/Approved	President of Board of	Trustees
County Engineer/Superintendent of Highways Signature & Date	Fresident of Board of	Trustees
Soundy Engineer/ouperintendent of Highwaye orginatate a bate		
	Departmen	t of Transportation
	Released for bid	based on limited review
	Regional Engineer Signatu	re & Date

OOVED OUE

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



Local Public Agency	County	Section Number	Route(s) (Stre	et/Road Name)
Village of Hoffman Estates	Cook	23704	Various	
	NOT	ICE TO BIDDERS		
Sealed proposals for the project describ	bed below will be receiv	ved at the office of the Village	e Clerk	
			Name of Off	ice
1900 Hassell Road, Hoffman Es	tates, IL 60169		_{until} 10:00 AM	_{on} 06/26/23
	Address		Time	Date
Sealed proposals will be opened and re	ad publicly at the office	_{e of} The Frank Alexa Roo	m	
			Name of Office	
1900 Hassell Road, Hoffman Es	tates, IL 60169		_{at} 10:00 AM	_{on} 06/26/23
	Address		Time	Date
	DESC	RIPTION OF WORK		
Location				Project Length
Various roadways and streets in	Hoffman Estates	11		

Proposed Improvement

Routing, cleaning and sealing of cracks and related improvements on various streets and roadways in the Village of Hoffman Estates

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

Plans and proposal forms are available to download from the Village of Hoffman Estates website at www.hoffmanestates.org/business/rfps-rfqs-bids beginning June 12.

2. Prequalification

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

- 3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
- 4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
- 5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- 6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- 7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- 8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be 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.

Lo	cal Public Agency	County	Section Number	Route(s) (Street/Road N	Name)
Vi	lage of Hoffman Estates	Cook	23704	Various	
			PROPOSAL		
1.	Proposal of				
	·		Contractor's Name		
		Co	ontractor's Address		
2.	The plans for the proposed work are		e Village of Hoffman E	states	
	and approved by the Department of	Transportation on			
3.	The specifications referred to herein Specifications for Road and Bridge adopted and in effect on the date of	Construction" and the			
4.	The undersigned agrees to accept, Recurring Special Provisions" conta		, the applicable Special Pro	visions indicated on the "Check Sh	neet for
5.	The undersigned agrees to complet is granted in accordance with the sp		15 working days or	byunless	additional time
6.	The successful bidder at the time of the award. When a contract bond is and the undersigned fails to execute forfeited to the Awarding Authority.	not required, the prop	oosal guaranty check will be		al is accepted
7.	Each pay item should have a unit pr the unit price multiplied by the quan quantity in order to establish a unit p	tity, the unit price shal	I govern. If a unit price is o	mitted, the total price will be divide	d by the
8.	The undersigned submits herewith t	he schedule of prices	on BLR 12201 covering the	work to be performed under this o	contract.
9.	The undersigned further agrees that shall be in accordance with the required below.				
10.	A proposal guaranty in the proper a	mount, as specified in	BLRS Special Provision for	Bidding Requirements and Condi	tions for
	Contract Proposals, will be required	. Bid Bonds <mark>Will</mark>	be allowed as a propos	al guaranty. Accompanying this pro	oposal is eithe
	a bid bond, if allowed, on Departme				
	to: Village of Hoffman Estates				
	The amount of the check is			((

Attach Cashier's Check or Certified Check Here

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Hoffman Estates	Cook	23704	Various

CONTRACTOR CERTIFICATIONS

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

- 1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- 2. **Bid-Rigging or Bid Rotating**. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

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

- 3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- 4. Interim Suspension or Suspension. The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Stre	et/Road Name)
Village of Hoffman Estates	Cook	23704	Various	
	SIC	SNATURES		
(If an individual)		Bidder Signature & Date		
		Business Address		
		City	State	Zip Code
(If a partnarship)		Firm Name		
(If a partnership)				
		Signature & Date		
		Title		
		Business Address		
		City	State	Zip Code
Insert the Names and Addresses of a	all Partners			
		Corporate Name		
(If a corporation)				
		Signature & Date		
		Title		
		Business Address		
		City	State	Zip Code
Ins	ert Names of Officers	President		

Secretary

Attest:

Secretary

Treasurer





Contractor's Name

Contractor's Address	City		State	Zip Code
Local Public Agency	Count	y Sec	ction Num	ber
Village of Hoffman Estates	Cook	23	3704	
Route(s) (Street/Road Name)				
Various				

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Rting,Clning & Sealing Cracks	LB	95,000		
2	Traffic Control and Protection	LS	1		
		•	Bi	dder's Total Proposal	

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



Local Public Agency **Proposal Bid Bond**

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	23704
WE,		as PRINCIPAL and

_ as PRINCIPAL, a	nd
-------------------	----

as SURETY, are held jointly,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this of

Day Month and	d Year Principal
Company Name	Company Name
Signature & Date	Signature & Date
By:	By:
Title	Title
(If Principal is a joint venture of two or more contractors, affixed.)	the company names, and authorized signatures of each contractor must be
,	Surety
Name of Surety	Signature of Attorney-in-Fact Signature & Date
	By:
STATE OF IL	
COUNTY OF	
Ι	, a Notary Public in and for said county do hereby certify that
(Insert names of indivi	duals signing on behalf of PRINCIPAL & SURETY)
	rsons 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 a	
Given under my hand and notarial seal this	day of Month and Year
	Notary Public Signature & Date
(SEAL, if required by the LPA)	
	Date commission expires

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	23704

ELECTRONIC BID BOND

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

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

Electronic Bid Bond ID Code

Company/Bidder Name

Signature & Date

Title



Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Hoffman Estates	Cook	Various	23704

All contractors are required to complete the following certification

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

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

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

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

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

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

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

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

Bidder		Signature & Date		
Title				
Address	City		State	Zip Code



Affidavit of Illinois Business Office

Local Public Agency	County	Street Nar	me/Road Name	Section Number
Village of Hoffman Estates	Cook	Various		23704
I,Name of Affiant	of	City of Affia	, 	, State of Affiant
being first duly sworn upon oath, state as follow	/s:	City of Alla	ant	State of Amant
1. That I am the	о	f		
Officer or Position		Bi	idder	
2. That I have personal knowledge of the facts	herein stated.			
3. That, if selected under the proposal describe	d above		will	l maintain a business office in the
5. That, it selected under the proposal describe		Bidder	, vviii	
State of Illinois, which will be located in		County, Illinois.		
	County			
4. That this business office will serve as the prin	mary place of en	ployment for any pers	ons employed in the	construction contemplated by
this proposal.				
5. That this Affidavit is given as a requirement of	of state law as p	ovided in Section 30-2	22(8) of the Illinois Pr	ocurement Code
5. That this Andavit is given as a requirement of	n state iaw as pi			ocurement code.
		Signature	e & Date	
		Print Nar	me of Affiant	
Notary Public				
State of IL				
County				
Signed (or subscribed or attested) before me o		by		
	(date)			
				, authorized agent(s) of
(na	ame/s of person/s			
Bidder				
			Notary Public Signat	ture & Date
(SEAL)			My commission expir	res

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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 Specifications this year.



Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	23704

Check this box for lettings prior to 01/01/2023.

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

		Recurring Special Provisions	
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Page 1 of 2

Local Public Agency	County	Section Number	
Village of Hoffman Estates	Cook	23704	

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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BDE SPECIAL PROVISIONS For the April 28, 2023 and June 16, 2023 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

Fil	e Name	#		Special Provision Title	Effective	Revised
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274		Π	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192		Π	Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173		Ē	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426			Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	6		Blended Finely Divided Minerals	April 1, 2021	
*	80241	7		Bridge Demolition Debris	July 1, 2009	
*		8		Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	9		Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80384	10	\checkmark	Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11		Completion Date (via calendar days)	April 1, 2008	•
*	80199	12		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80261	13	\checkmark	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	14		Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	15		Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	16		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80447	17		Grading and Shaping Ditches	Jan. 1, 2023	
	80433	18		Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	19		High Tension Cable Median Barrier Removal	April 1, 2022	
	80446			Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	
	80438			Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045			Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80441			Performance Graded Asphalt Binder	Jan. 1, 2023	
*	34261	24		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445			Seeding	Nov. 1, 2022	
	80448			Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340			Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127		Ц	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397		Ц	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391		\checkmark	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437		Ц	Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435		Ц	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410			Traffic Spotters	Jan. 1, 2019	
*	20338		Ц	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429		Ц	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
		36		Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440			Waterproofing Membrane System	Nov. 1, 2021	N (000 (
	80302			Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
*	80427		\checkmark	Work Zone Traffic Control Devices	Mar. 2, 2020	
Ŷ	80071	40	\checkmark	Working Days	Jan. 1, 2002	

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

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

The following special provisions have been deleted from use.

File Name	Special Provision Title	Effective	Revised
50481	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

File Name 80293	<u>Special Provision Title</u> Concrete Box Culverts with Skews > 30	<u>New Location(s)</u> Articles 540.04 & 540.06	<u>Effective</u> April 1, 2012	<u>Revised</u> July 1, 2016
00293	Degrees and Design Fills ≤ 5 Feet	Anicles 340.04 & 340.00	April 1, 2012	July 1, 2010
80311	Concrete End Sections for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	April 1, 2016
80422	High Tension Cable Median Barrier	Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02	Jan. 1, 2020	Jan. 1, 2022
80442	Hot-Mix Asphalt	Articles 1030.09 & 1030.10	Jan. 1, 2022	Aug. 1, 2022
80444	Hot-Mix Asphalt – Patching	Errata – Article 442.08(b)	April 1, 2022	
80411	Luminaires, LED	Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06	April 1, 2019	Jan. 1, 2022
80418	Mechanically Stabilized Earth Retaining Walls	Articles 1003.07 & 1004.06	Nov. 1, 2019	Nov. 1, 2020
80430	Portland Cement Concrete – Haul Time	Article 1020.11(a)(7)	July 1, 2020	
80395	Sloped Metal End Section for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2018	
80318	Traversable Pipe Grate for Concrete End Sections	Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	Jan. 1, 2018



VILLAGE OF HOFFMAN ESTATES 2023 PREVENTATIVE MAINTENANCE PROJECT

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<u>VILLAGE OF HOFFMAN ESTATES</u> 2023 PREVENTATIVE MAINTENANCE PROJECT SPECIAL PROVISIONS

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

SECTION 1. GENERAL REQUIREMENTS

1.01 DEFINITIONS

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

1.02 PROJECT DESCRIPTION

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

1.03 SCOPE OF WORK

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

1.04 GENERAL

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

The Contractor shall coordinate their construction activities with the Village of Hoffman Estates so as to minimize interference with residential services such as garbage collection and work occurring with other adjacent Village projects. Water use shall be in accordance with Village of Hoffman Estates regulations.

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

The Contractor shall be required to follow current Cook County Prevailing Wage rates effective on or after May 22, 2023 and can be referenced on the Village's website at: <u>http://www.hoffmanestates.org/business/rfps-rfqs-bids</u>.

1.05 RESIDENT NOTIFICATION

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

Three days prior to the start of work.

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

1.06 PROJECT SUPERVISOR

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

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

1.07 PROJECT SCHEDULE

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

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

1.08 PERMITTED HOURS OF WORK

The Hoffman Estates Municipal Code restricts all construction activity within 500 yards of a residence to the period from 7:00 a.m. to 7:00 p.m. on weekdays and 8:00 a.m. to 6:00 p.m. on weekends. The Village Municipal Code restricts all construction activity greater than 500 yards of a residence to the period from 7:00 a.m. to 10:00 p.m. on weekdays and 8:00 a.m. to 10:00 p.m. on weekends. This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs and lighting, or to construction of an emergency nature. No construction work is permitted on holidays. All Contractors and subcontractors working on this project will be bound by these requirements.

1.09 CONSTRUCTION PROCEDURES AND CLEANING

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

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

The Contractor may obtain a Village water meter for free water usage on this job. The 3" water meter can be obtained at the Village Public Works Department for a \$1200 fee deposit. The 5/8" water meter can be obtained at the Village Public Works Department for a \$200 fee deposit.

1.10 APPLICATION FOR PAYMENT

A written Application for Payment for work completed shall be submitted to the Village by the Contractor not more than once monthly on a date specified by the Village.

The Contractor must submit Partial Waivers of Lien from all subcontractors and suppliers for all materials and labor involved, in the amount of the sum total of the Application for Payment. When the request for Final Payment is made, Final Waivers of Lien shall be supplied by the Contractor, subcontractors and all firms which supplied materials or services under this Contract, agreeing that said Contract has been performed, constructed, finished and delivered to the Village free from all claims, liens or charges in the nature of mechanics' liens either in favor of the Contractor or any party, firm or corporation entitled to such lien. The Contractor shall furnish an affidavit stating that all Waivers submitted are the total amount of Waivers required to be submitted. No Applications for Payment shall be submitted by the Engineer to the Village unless the required Waivers are supplied. Waivers must be furnished by the Contractors and subcontractors shall comply with all applicable state and federal laws including, but not limited to the Illinois Prevailing Wage Act.

Failure of the Contractor to submit correct Waivers of Lien at the required time may cause a delay in payment. The issuance of payments for work performed shall in no way lessen the responsibilities of the Contractor.

1.11 ACCIDENT REPORTING

All accidents occurring on the job which damage public or private property, or result in injuries to worker or other persons, shall be promptly reported to the Engineering Division, Phone (847) 252-5800 and to the Hoffman Estates Police Department, Phone 911. Accidents involving utilities shall also be reported to the appropriate utility. This applies to all accidents, including, but not limited to, traffic accidents, broken pipelines, power and telephone facilities, and damage to adjacent properties.

1.12 GENERAL CONTRACTOR OR SUBCONTRACTOR HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the Municipality, its agents, and its employees from and against all claims for personal injury or property damage, including claims against the Village, its agents, or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorney's fees that may be incurred by the Village, defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder. In any and all claims against the Village or any of its agents, or servants by an employee of a Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor or subcontractor under Workers' Compensation Acts, Disability Acts, or their Employee Benefit Acts.

SECTION 2. PROTECTION OF EXISTING FACILITIES

2.01 DRAINAGE FACILITIES

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

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

2.02 MISCELLANEOUS INCIDENTAL RESTORATION

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

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

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

2.03 MAINTENANCE OF ROADWAYS

Effective: September 30, 1985 Revised: November 1, 1996

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

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

SECTION 3. TRAFFIC CONTROL PROVISIONS

3.01 TRAFFIC CONTROL PLAN

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

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

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

DETAILS:

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

SPECIAL PROVISIONS:

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

3.02 TRAFFIC CONTROL AND PROTECTION

Traffic Control and Protection shall be provided as called for in the plans, details, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer. The work shall be performed in accordance applicable portions of Section 701 of the Standard Specifications. The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24 hours a day, including Sundays and holidays.

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

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

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

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

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

SECTION 4. ROADWAY SPECIAL PROVISIONS

4.01 ROUTING, CLEANING AND SEALING CRACKS

This work shall be done in accordance with the applicable portions of Section 451 and as modified herein. This work consists of routing, cleaning and sealing transverse and longitudinal joints and cracks in existing bituminous asphalt pavement with asphalt cement as shown in the plan details, as directed by the Engineering Project Manager, and as described herein.

Materials

The rubberized sealant shall conform to ASTM D 6690, Type II.

Equipment

The routing machine shall have a cutter that consists of radially located steel cutters mounted on a circular cutter head. An air compressor capable of producing a minimum of 90 PSI at the end of the discharge hose will be required.

An oil-double jacketed wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber will be required. The unit shall also be equipped with a reversible hydraulic two inch (2") hot asphalt pump and a re-circulating pump to circulate the oil bath.

Preparation of Mixture

The operating temperatures in the kettle shall be between 255° F and 285° F.

Construction Methods

Routing, cleaning and sealing of cracks and joints shall proceed in a regular, coordinated sequence. Application of the sealant shall be maintained closely enough behind the cutting and cleaning operations to preclude the cleaned joints being contaminated.

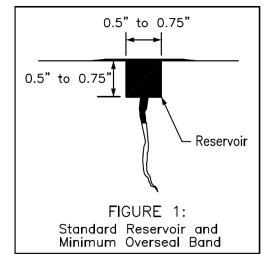
Depth and width of routing shall be such as to establish the "shape factor" recommended by the manufacturer of the sealant to be used, but shall not in any case be smaller than $\frac{1}{2}$ inch by $\frac{1}{2}$ inch.

In the event that application of the sealant is stopped for any reason, the routing and cleaning operations shall not proceed more than 1000 feet of pavement beyond the last application.

All cracks and joints which are routed and cleaned during any working day shall be also sealed during the same working day. In the event that equipment failure, weather or traffic conditions prevent this, all unsealed cracks and joints shall be re-cleaned as directed by the Engineer when work is resumed before applying sealant.

The asphalt sealer shall be applied only when the joints and cracks are dry and free of dirt, vegetation, debris and loose sealant. The joints and cracks shall be blown out with the 90 PSI compressed air. The blowing out operations shall be kept close to the sealing operations to prevent debris from being carried back into the cracks before sealing. A hot compressed air lance meeting the approval of the Engineer may be used to clean the cracks.

The asphalt sealant shall be applied using a pressurized wand delivery system with such devices as necessary to fill the cracks. The asphalt sealant shall be applied taking care to not use excessive material in either thickness or location. Excessive material over the crack will not be allowed. Please refer to **FIGURE 1**. **The over seal band will be placed at a minimum thickness over the pavement surface and shall not exceed two inches in width.** The Village will not accept any thick, wide over banding on any cracks. The Engineer will determine the extent that fine cracks are sealed. Care should be taken to not place sealant on top of pavement markings, manholes and drainage castings.



The ambient temperature during sealing shall be above 40°F and below 85°F. The sealant must cure before being opened to traffic. Hot-poured sealant which has been allowed to cool more than 50°F below the minimum recommended temperature or overheated by more than 25°F above the recommended maximum temperature shall be discarded and not reused. The Contractor may use fine sand, mineral filler, portland cement, or other approved methods to dust the sealant, if necessary, to more quickly open the road to traffic. The dusting of the crack sealing material will be considered incidental.

All sealant spills, droppings and over pours shall be immediately removed from the pavement surface by any suitable means, which does not involve the use of petroleum solvents.

Before beginning the work, the Contractor will be required to demonstrate to the satisfaction of the Engineer, his competence in mixing and applying the crack filling materials as specified herein. Upon acceptance of the method used and pressure of application by the Engineer, the Contractor will be required to follow this procedure throughout the job.

Basis of Payment

This work shall be paid for at the contract unit price per pound for ROUTING, CLEANING AND SEALING CRACKS, which payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work as specified.

PUBLIC CONVENIENCE AND SAFETY (DIST 1)

Effective: May 1, 2012 Revised: July 15, 2012

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

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

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

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

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

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

State of Illinois Department of Transportation Bureau of Local Roads and Streets

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007 Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

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

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017 Revised: April 1, 2019

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

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
 - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
 - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

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

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
 - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

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

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

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

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

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

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

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

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

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

Add the following to Section 109 of the Standard Specifications.

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

Contract Type	Cause of Delay	Length of Delay	
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.	
$\begin{array}{c c} \text{Completion} & \text{Article 100.06(b)(1) of} \\ \text{Date} & \text{Article 108 08(b)(7)} \end{array}$		The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.	

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

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

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

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

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

80384

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017 Revised: April 1, 2019

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

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

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

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports1106.02"

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

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

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

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

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

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

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

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

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

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

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

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

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

- "(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.
- (k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.

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

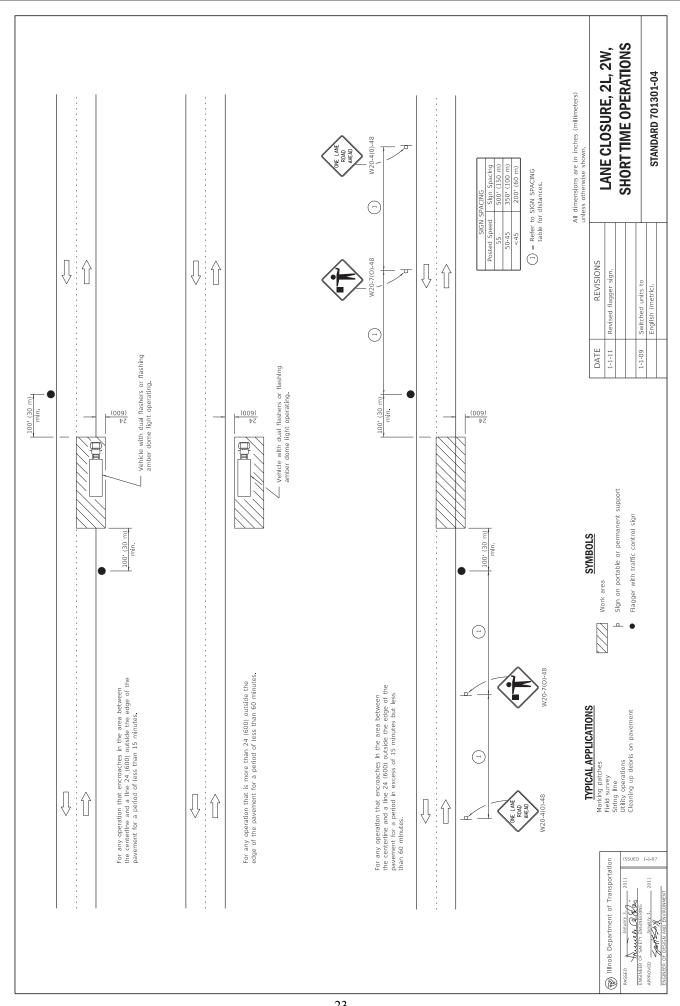
(I) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

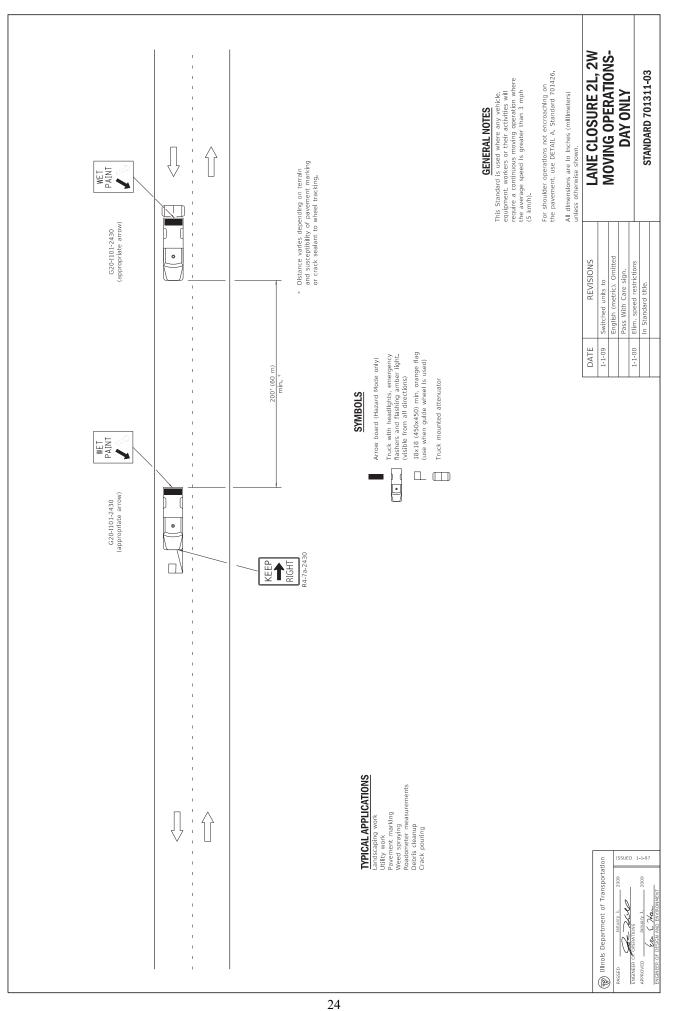
Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy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

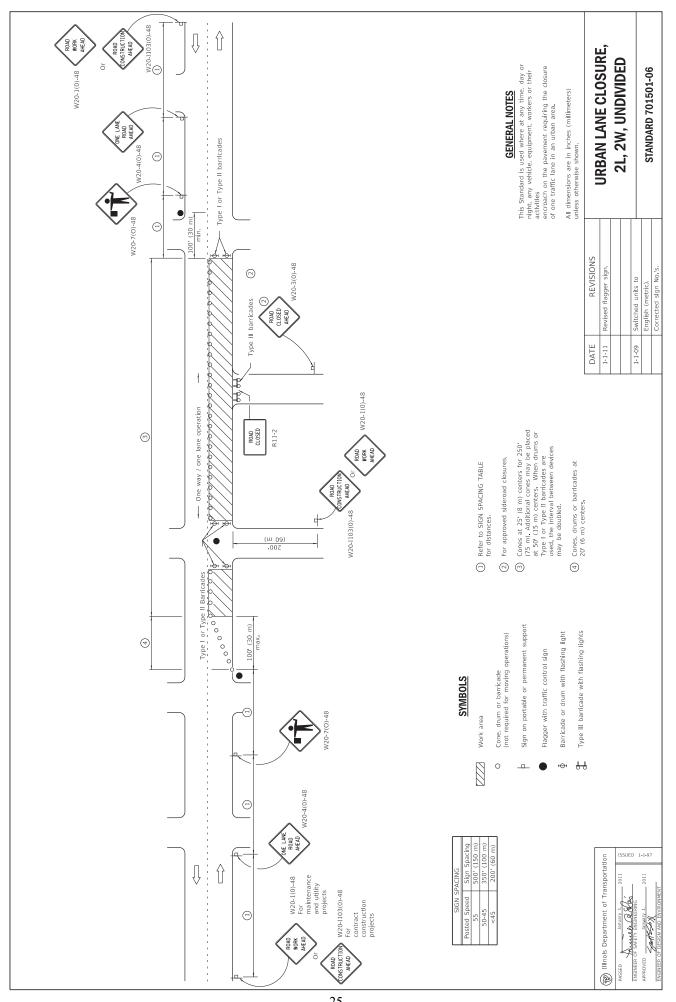
WORKING DAYS (BDE)

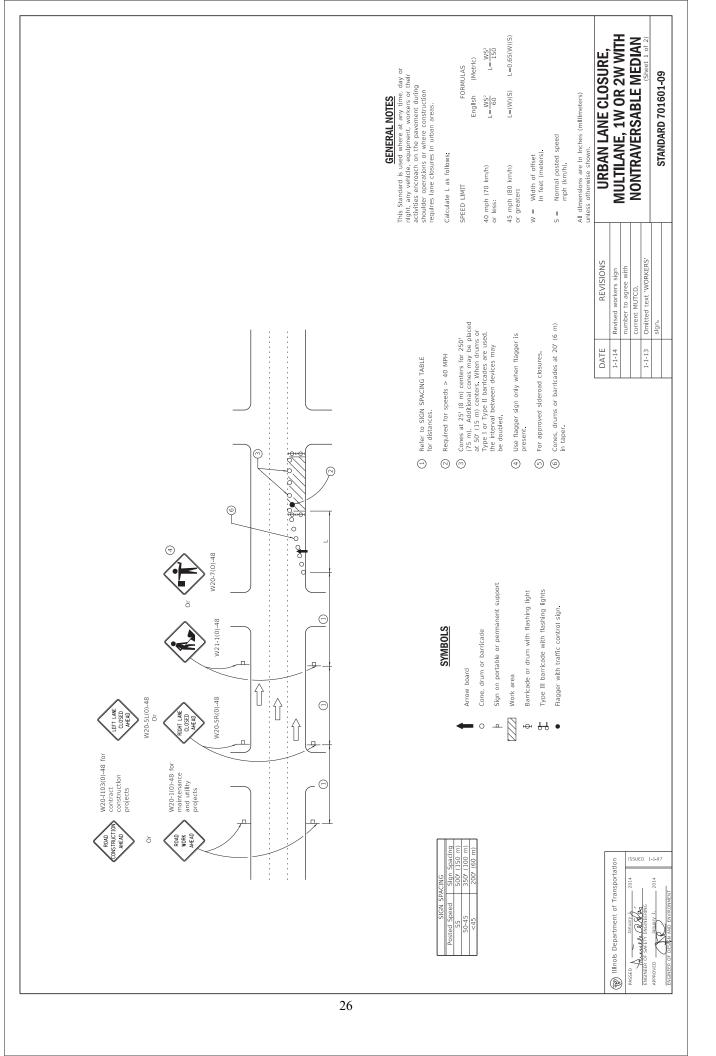
Effective: January 1, 2002

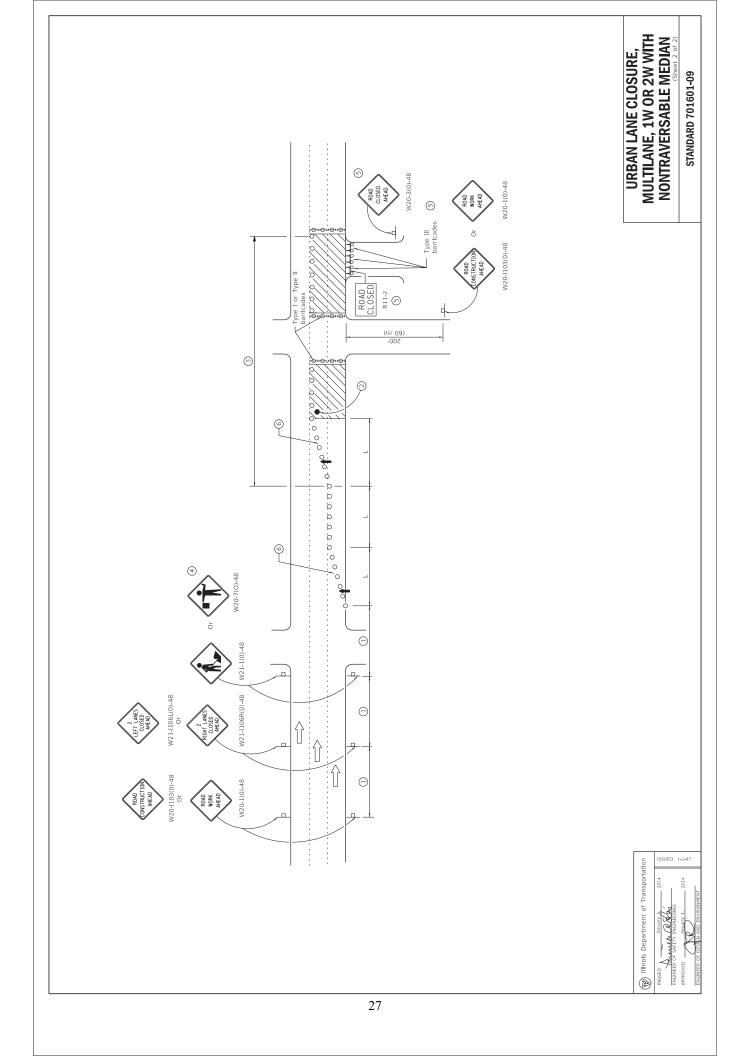
The Contractor shall complete the work within 15 working days.

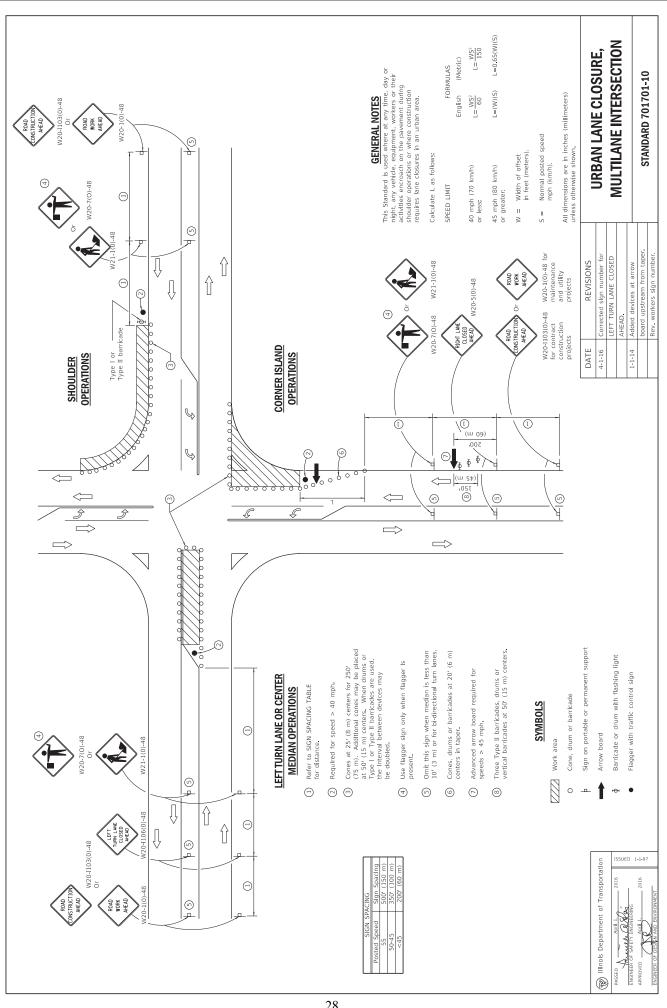


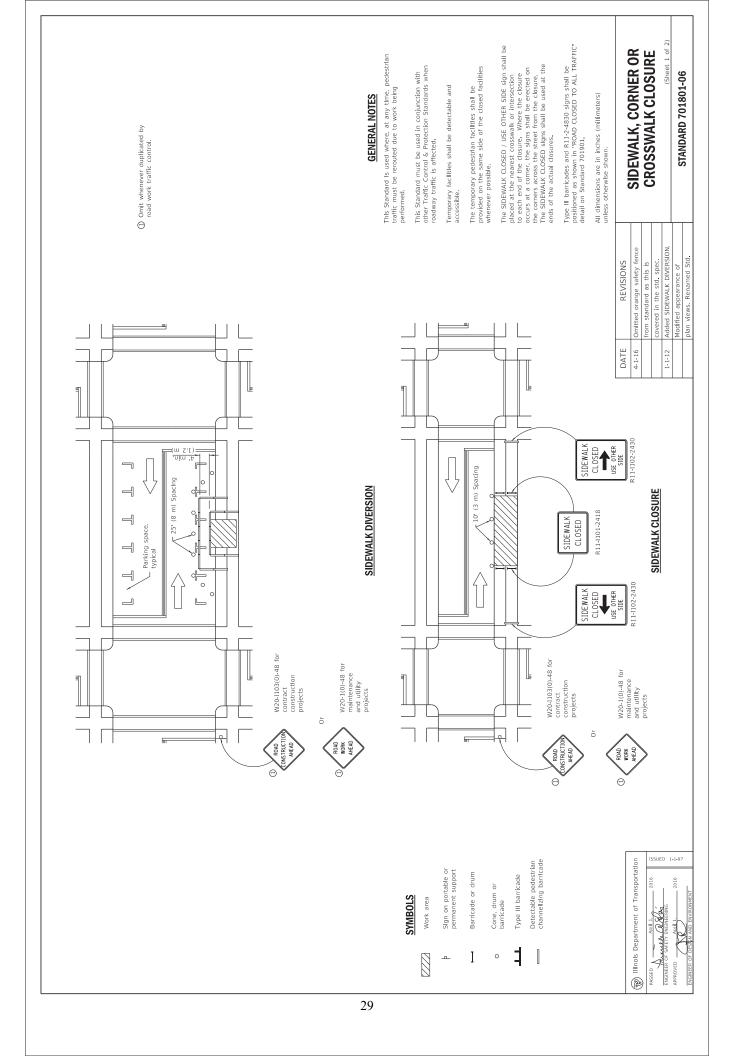


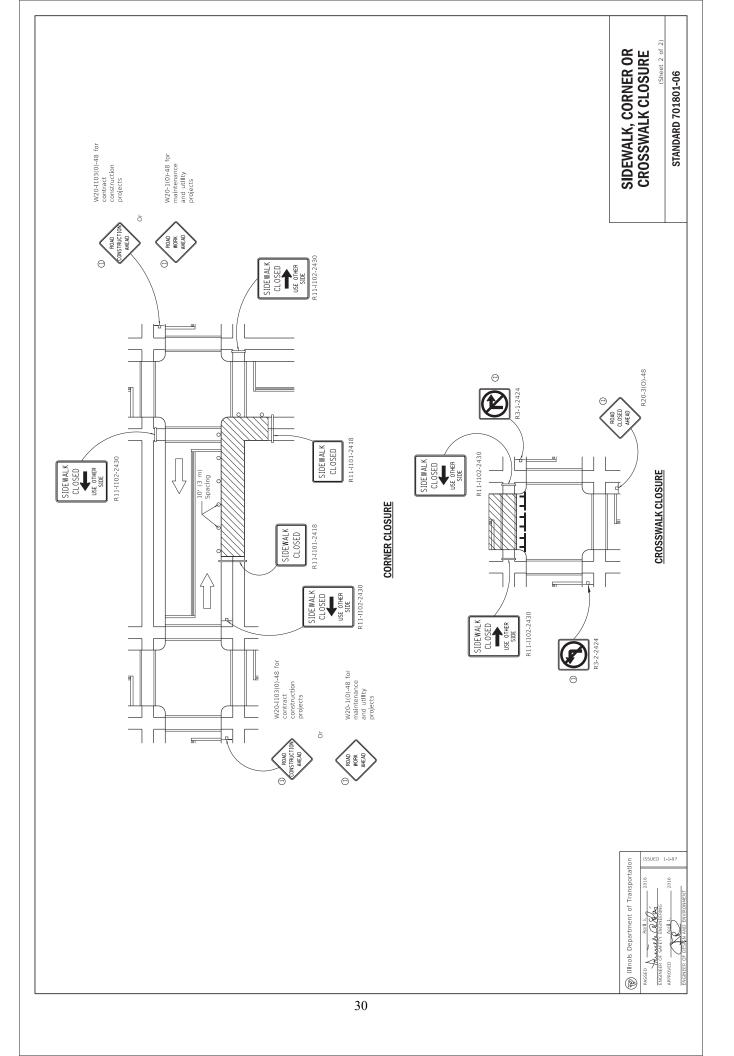


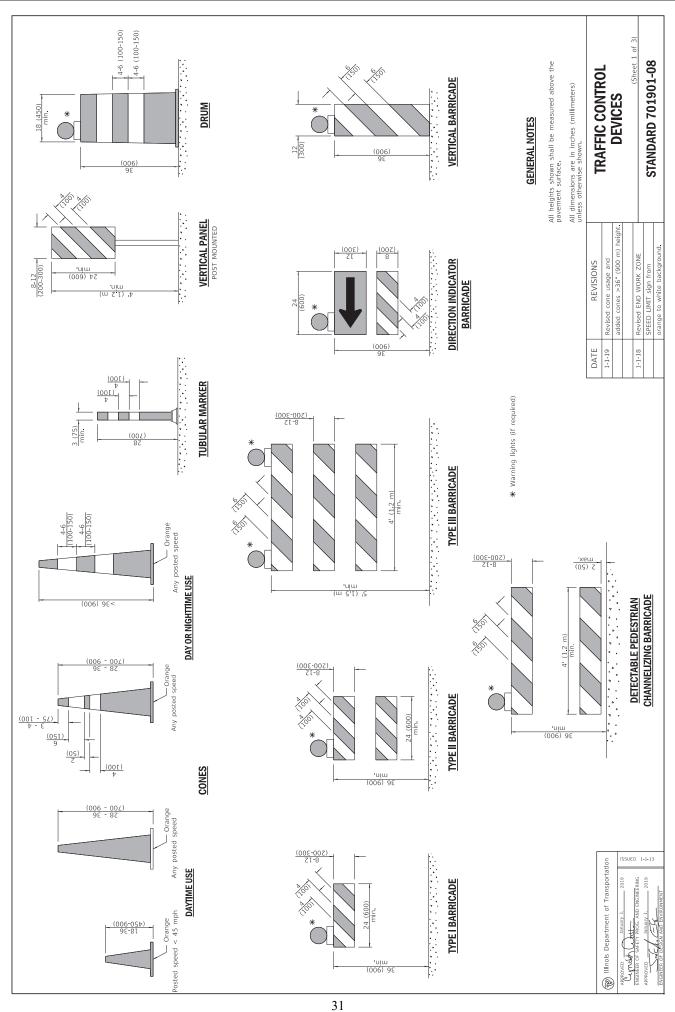


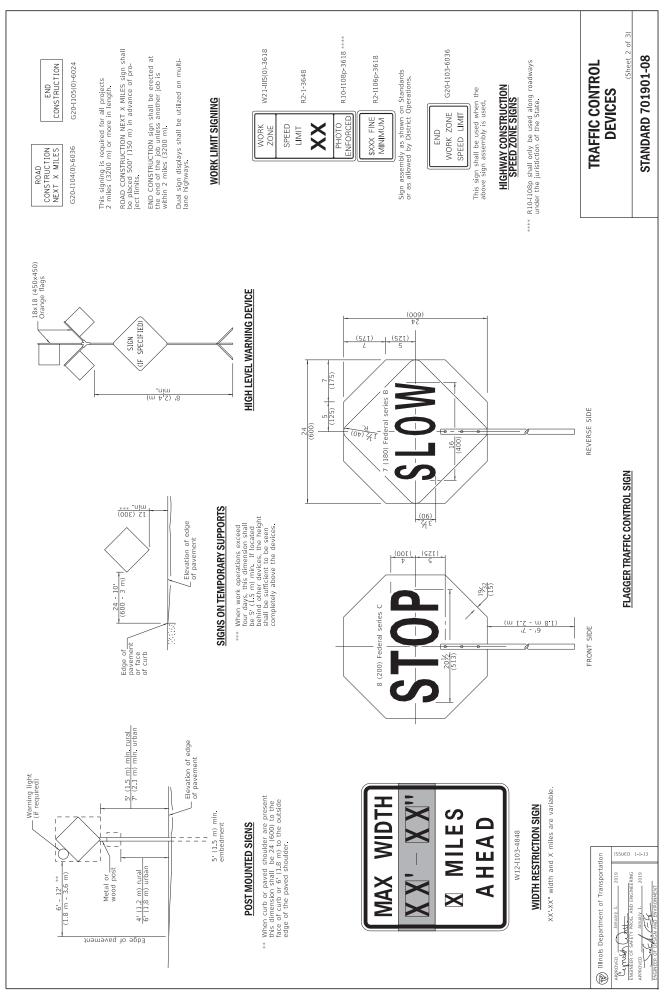


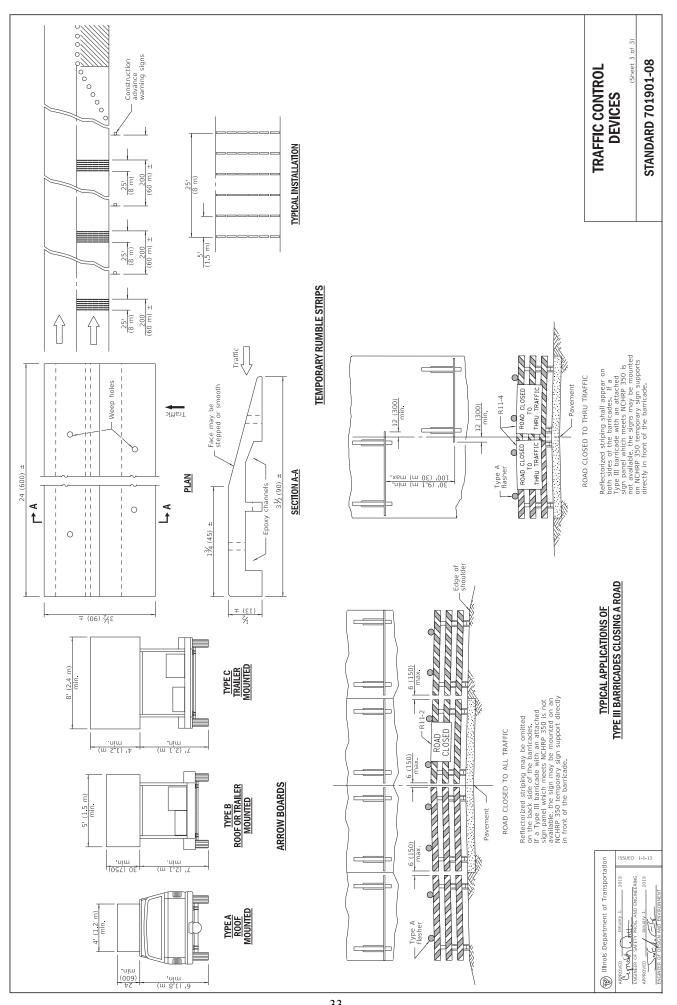


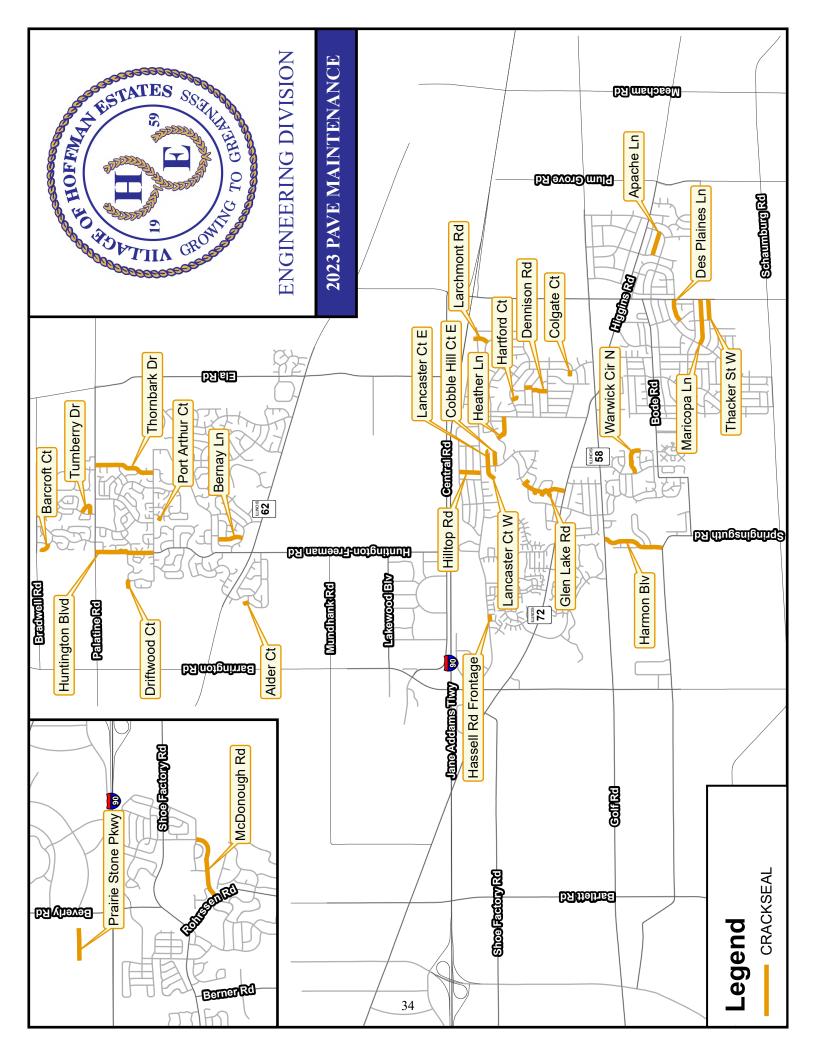














Village of Hoffman Estates

2023 Crack Seal List

STREET	BEGIN	END	AREA	LENGTH (ft)	
ALDER CT	ALDER DR (N)	END OF THE ST	N	355	
APACHE LN	ASH RD	ARIZONA BLVD	S	1100	
BARCROFT CT	BACROFT DR	END OF THE ST	Ν	621	
BERNAY LN	CHARLEMAGNE	BRITTANY LN	N	1107	
COBBLE HILL CT (E)	CHIPPENDALE RD	END OF THE ST	S	226	
COLGATE CT	HIGHLAND BLVD	END OF THE ST	S	359	
DENNISON RD	DURHAM LN	FREDERICK LN	S	1040	
DES PLAINES LN	GERONIMO ST	ROSELLE RD	S	950	
DRIFTWOOD CT	SHOREWOOD DR	END OF THE ST	N	382	
GLEN LAKE RD	HIGGINS RD	HERMITAGE LN	S	2500	
HARMON BLV	BODE RD	GOLF RD	S	2788	
HARTFORD CT	HIGHLAND BLVD	END OF THE ST	S	389	
HASSELL RD FRONTAGE	HOLBROOK LN	CARDIGAN PL	S	460	
HEATHER LN	HILLCREST BLVD	JONES RD	S	1190	
HILLTOP RD	HASSELL RD	ROSEDALE RD	S	977	
HUNTINGTON BLV	PALATINE RD	WESTBURY DR	N	2814	
LANCASTER CT E	CHIPPENDALE RD	END OF THE ST	S	660	
LANCASTER CT W	CHIPPENDALE RD	END OF THE ST S		800	
LARCHMONT RD	NEWPORT RD	LAFAYETTE LN	S	685	
MARICOPA LN	ILLINOIS BLVD	ROSELLE RD	S	2060	
MCDONOUGH RD	ROHRSSEN RD	NICHOLSON DR	W	2850	
PORT ARTHUR CT	STURBRIDGE DR	END OF THE ST	N	360	
PRAIRIE STONE PKWY	LIFE CHANGERS	END OF THE ST	W	1300	
THACKER ST W	IACKER ST W LINCOLN ST		S	1329	
THORNBARK DR	WESTBURY DR	PALATINE RD N		2982	
TURNBERRY DR	CHAMBERS DR	CHAMBERS DR	N	865	
WARWICK CIR (N)	GANNON DR	WORTHINGTON DR	S	1400	

Exhibit 15



VILLAGE OF HOFFMAN ESTATES SALES TAX EXEMPTION NUMBER AUTHORIZATION FORM

The undersigned contractor hereby agrees to use the Village of Hoffman Estates sales tax exemption number only for purchases directly related to work being done on behalf of the Village. The undersigned also agrees to be responsible for any tax due for purchases determined to be nonexempt and for purchases not made on the Village's behalf.

It is understood that the exemption from tax in the case of the sales of articles is limited to the sales of articles purchased for the exclusive use of the Village and it is agreed that if articles purchased tax free are used otherwise or are sold to others, such fact will be reported to the State of Illinois Department of Revenue. It is also understood that the fraudulent use of the exemption number to secure exemptions will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years or both, together with costs of prosecutions.

	TECT AND/OF		
NAME OF PRO	JECT AND/OF	R CONTRACT NI	JMBER

COMPANY NAME

ADDRESS

CITY

ZIP CODE

PURCHASER NAME & TITLE (PLEASE PRINT)

SIGNATURE

DATE

Before a Tax Exemption Letter is issued to the contractor, this form and the materials and estimated quantities form must be returned to the appropriate Village personnel. After the completed forms have been received by the Village, a Tax Exempt Better will be mailed to the contractor.

16	
Exhibit	

VILLAGE OF HOFFMAN ESTATES MATERIALS AND ESTIMATED QUANTITIES ATTACHMENT

VENDOR'S CITY, STATE, AND ZIP CODE										
VENDOR'S STREET ADDRESS										
VENDOR PHONE NUMBER										
NAME OF VENDOR SELLING VENDOR PHONE MATERIALS NUMBER										
ESTIMATED QUANTITY										
DESCRIPTION OF MATERIALS TO BE PURCHASED	1)	2)	3)	4)	5)	6)	7)	8)	(6	10)