

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: Coombs Road over the D.M. & E. Railroad Bridge Repairs

SCOPE: Installation of steel beam shoring and support brackets. 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, June 8, 2016 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: Mike Zakosek
Chief of Design
zakosekmike@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 Kane
 Elgin Township
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. TR 170 / Coombs Road
 SECTION NO. 16-08112-02-BR
 TYPE 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

[Signature]
 Highway Commissioner

 MAY 23 2016
 Date

Submitted/Approved

[Signature]
 County Engineer/Superintendent of Highways

 MAY 23, 2016
 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 Kane
Local Public Agency Elgin Twp. Highway Dept.
Section Number 16-08112-02-BR
Route TR 170 / Coombs Road

Sealed proposals for the improvement described below will be received at the office of The County Engineer
41W011 Burlington Road, St. Charles, IL 60174 until 9:00 AM on June 8, 2016

Sealed proposals will be opened and read publicly at the office of The County Engineer
41W011 Burlington Road, St. Charles, IL 60174 at 9:00 AM on June 8, 2016

DESCRIPTION OF WORK

Name Coombs Road over the D.M. & E. Railroad Bridge Repairs Length: 161 feet (0.03 miles)

Location Coombs Road over the D.M. & E. Railroad approximately 0.1 miles north of Highland Ave.

Proposed Improvement Installation of steel beam shoring and support brackets.

1. Plans and proposal forms will be available in the office of The County Engineer
41W011 Burlington Road, St. Charles, IL 60174
Contacts Mike Zakosek, zakosekmike@co.kane.il.us

2. [X] 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:

\$20 Charge for Proposal Non-refundable*

Proposal Available on CD Only

- 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 project)
e. BLR 12326: Affidavit of Illinois Business Office

No Proposals issued after 12 NOON Tuesday Jun 7, 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.

RETURN WITH BID

PROPOSAL

County Kane
Local Public Agency Elgin Twp. Highway Dept.
Section Number 16-08112-02-BR
Route TR 170 / Coombs Road

1. Proposal of
for the improvement of the above section by the construction of
Installation of steel beam shoring and support brackets.

a total distance of 161 feet, of which a distance of 161 feet, (0.03 miles) are to be improved.

2. The plans for the proposed work are those prepared by Hampton, Lenzini & Renwick, Inc.
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 Jul 29, 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 16-08112-02-BR

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 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 Units	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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
LRS 1	Reserved	130
LRS 2	<input type="checkbox"/> Furnished Excavation	131
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	132
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	133
LRS 5	<input type="checkbox"/> Contract Claims	134
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	135
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	141
LRS 8	Reserved	147
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	148
LRS 10	Reserved	149
LRS 11	<input type="checkbox"/> Employment Practices	150
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works	152
LRS 13	<input type="checkbox"/> Selection of Labor	154
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	155
LRS 15	<input type="checkbox"/> Partial Payments	158
LRS 16	<input type="checkbox"/> Protests on Local Lettings	159
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	160
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	161

Not for Bid

PROJECT SPECIFICATIONS

KANE COUNTY
DIVISION OF TRANSPORTATION

ELGIN TOWNSHIP HIGHWAY DEPARTMENT

COOMBS ROAD BRIDGE / STRUCTURE NO. 045-31-04

OVER THE D.M. & E. RAILROAD

SECTION 16-08112-02-B

Not for Bid

Index of Special Provisions

LOCATION OF IMPROVEMENT.....1
DESCRIPTION OF IMPROVEMENT..... 1
AUTOMATIC CLEARING HOUSE (ACH)..... 1
BIDDING PROCESS AND AWARD OF CONTRACT (COUNTY)..... 1
CLEAN CONSTRUCTION OR DEMOLITION DEBRIS..... 2
CONTRACTOR DISCLOSURE ACKNOWLEDGEMENT 2-3
FIELD MEASUREMENTS..... 4
CONTRACTORS STAGING AREA 4
DEFINITION OF TERMS..... 4
DELETION AND REDUCTION OF PLAN QUANTITIES (COUNTY)..... 5
INDEMNIFICATION 5
KANE COUNTY SPECIAL PROVISION FOR PREQUALIFICATION OF BIDDERS 5
LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC..... 5-6
PREVAILING WAGES 6
PROGRESS SCHEDULE..... 6
SPECIAL PROVISION FOR INSURANCE (COUNTY) 6
START AND COMPLETION DATE 7
STATUS OF UTILITIES TO BE ADJUSTED..... 7

BDE SPECIAL PROVISIONS

RIGHT OF ENTRY AGREEMENT

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures for Materials" 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 Structure Shoring Repairs on Coombs Road, Structure Number 045-3124, Section No.: 16-08112-02-BR, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF IMPROVEMENT

These Improvements are located along Coombs Road (TR 170); SN 045-3124 is located approximately 0.2 miles west of the Randall Road bridge over the D.M.&E. Railway in Kane County, Illinois.

DESCRIPTION OF IMPROVEMENT

The improvement for SN 045-3124 consists of installation of structural steel members to support existing PPC deck beams, bracket supports and concrete inserts and all collateral work necessary to complete the project as shown on the plans and as described herein.

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.

CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

With regards to IEPA Public Act 96-1416, the Contractor shall be responsible for all additional testing with regards to the Clean Construction or Demolition Debris (CCDD) disposal requirements. Contractor shall also be responsible for engaging a Licensed Professional Engineer to provide the necessary certification that the soil is uncontaminated. A copy of said certification shall be provided to the County.

Should the Contractor choose to dispose of surplus soil material at a registered uncontaminated soil fill location, Form LPC-663 must be submitted to the operator of that location before any materials can be disposed of at that site. The Contractor should be advised that, even with the submittal of the properly executed Form LPC-663, the fill operators retain the right to reject any or all loads from a particular construction site based on their own determination of the suitability of material from that site. Each certification covers only material from that specified job site. The Contractor shall take care not to stockpile or mix together material from different sites before taking that material for disposal.

This special provision is not to be construed as a requirement that obligates the Contractor to dispose of surplus material at a registered uncontaminated soil fill location. The Contractor is advised to consider the cost of disposing of all contaminated materials and properly reflect those costs in their bids for earthwork and removal items. No extra compensation will be allowed to the Contractor if it is determined by the Department that bid prices did not allow for the higher costs of disposing of materials from known suspect locations. The Contractor must also be thoroughly familiar with the provisions of the Environmental Protection Act as it relates to proper disposal of excavated material and construction debris.

Form LPC- 663 may be downloaded at the following link:
<http://www.epa.state.il.us/land/ccdd/uncontaminated-soil-certification-form.pdf>

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

FIELD MEASUREMENTS

The Contractor is advised that it shall be his full responsibility to verify all dimensions, conditions, materials, and details before ordering materials. The Contractor shall verify the dimensions shown on the plans with those actually existing on the structure to determine if any discrepancies exist. Any discrepancies discovered by the Contractor shall be immediately reported to the Engineer in writing for revisions to plans and/or details as required.

No additional compensation will be allowed to the Contractor for complying with the above requirements. Any revisions to dimensions or details resulting from the required field verifications or for any delays due to required revisions shall be approved by the Engineer.

CONTRACTORS STAGING AREA AND LOAD LIMITATIONS

The Contractor shall be aware of the load limitations of the existing bridge. The Contractor shall provide load rating calculations to the Engineer for all vehicles exceeding the posted load limits. Due to limited right-of-way, the Contractor should be aware that the project site has limited space for stock piling and storage of materials, worker and equipment parking. The Contractor will not be allowed to stock pile, store materials or park outside the closed roadway section. Prior to starting any site activities, the Contractor will be responsible to visit the site to familiarize himself with these site conditions. The Contractor will be required to coordinate with the Engineer his plan for handling of materials to be stored on site and his worker and equipment parking. It may be necessary to arrange for this space outside the project limits. There will be no additional compensations for this coordination or if space is required for storage and/or parking outside the project limits.

DEFINITION OF TERMS

This special provision amends the provisions of Section 101 of the Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

101.16 Engineer. Revise the third paragraph to read:

“The term Engineer shall apply to the awarding authority”.

101.19 Inspector. Add the following paragraph after the first paragraph:

“The term Inspector shall apply to the person or persons assigned by the Engineer to make detailed observations of any or all portions of the work or material.”

101.34 Resident Engineer/Resident Technician. Replace this paragraph with the following:

“The term Resident Engineer/Resident Technician shall apply to Kane County’s Authorized Representative. The term Resident Engineer shall not mean Engineer.”

Add the following paragraph:

“101.56 Design Consultant. The Design Consultant provided design services to Kane County. The Consultant for this project is Chastain & Associates LLC. The term Consultant shall not also mean the Engineer.”

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.

INDEMNIFICATION

In the first paragraph of Article 107.26 of the Standard Specifications, the words “the Department, its officers, employees and agents” shall be replaced with “Kane County, Elgin Township, and Hampton, Lenzini & Renwick, Inc., their officers, employees and agents.”

KANE COUNTY SPECIAL PROVISION FOR 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 Prime Contractor will be required to meet any of the following prequalification code for the discipline of work to be completed:

09 – Structures (Highway)

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

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.27 Insurance. Delete paragraph (b)(3). Add the following after paragraph (d):

“Regardless whether or not an Owners’ and Contractors’ Protective (OCP) policy or Project Management Protective Liability (PMPL) policy is furnished, insurance certificates for commercial, general, automobile, umbrella, and builder’s risk shall specifically indicate by name the additional insured’s, which are to include the County of Kane, Elgin Township, and Hampton, Lenzini & Renwick, Inc., as well as other persons or entities so identified. Certificates shall be Accord 25-S or equivalent.

Additional Insured Endorsement/OCP Policy/Project Management Protective Liability Policy

1. CONTRACTOR shall purchase and maintain liability insurance, as required in Article 107.27 of the Standard Specifications, specifically naming as additional insured the County of Kane, Elgin Township and Hampton, Lenzini & Renwick, Inc., using Additional Insurance Endorsement Form CG 20 26 07 04, CG 81 11 05 06, CG 20 10 07 04, or equivalent form. General liability policies shall also be endorsed with Form CG 20 37 07 04 to include the “products-completed operations hazard.”

2. As an alternative to providing Form CG 20 26 07 04, CG 81 11 05 06, or CG 20 10 07 04, CONTRACTOR may furnish to the County of Kane an OCP policy or a PMPL policy with the County of Kane as the named insured and Elgin Township and Hampton, Lenzini & Renwick, Inc. as either an additional insured or a named insured. OCP policy or PMPL policy shall provide for bodily injury and property plus the amount specified for the umbrella coverage. OCP policy or PMPL policy shall provide coverage arising out of:

- i. Operations performed by CONTRACTOR at the project location.
- ii. Acts or omissions in connection with the general supervision, inspection and/or coordination of such operations.

If an OCP or PMPL policy is provided, CONTRACTOR shall provide originals of the Final OCP or PMPL to all insured and additional insured parties.

Endorsements, OCP policy, PMPL policy, or General Liability policy shall not exclude supervisory or inspection services.

CONTRACTOR shall also provide an Additional Insured Endorsement for the automobile policy. The endorsement form shall be CA 2048, or equal."

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 adjustments 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.

PROGRESS SCHEDULE

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 all planned construction related tasks and locations."

SPECIAL PROVISION FOR INSURANCE

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

POLICY:

Contractor's Commercial General Liability

ADDITIONAL NAMED INSURED:

The County of Kane, Elgin Township, its officers, employees, consultants and agents

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

START AND COMPLETION DATE

After Notice to Proceed is issued and prior to starting of construction activities the Contractor is expected to submit all required documentation for review and/or approval. This documentation will include, but not limited to, shop drawings, catalog cuts and other design related calculations or drawings requiring review and/or approval.

This project is scheduled for a maximum of 10 calendar days. Work at Structure 045-3124 can begin immediately upon receipt of notice to proceed. *All work items must be completed on or before July 29, 2016.*

STATUS OF UTILITIES TO BE ADJUSTED

Utility companies either involved in this project or having operations going on adjacent to this project have provided the following estimated schedule information:

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Dates for Start and Completion of Relocation or Adjustments</u>
AT & T 1000 Commerce Dr. Oak Brook, IL 60523	Cable		
NICOR 1844 Ferry Road Naperville, IL 60563	Gas		
ComEd #1 N 423 Swift Road Lombard, IL 60148	Electric	West side of Structure	
Comcast 680 Industrial Dr. Elmhurst, IL 60126	Cable		

Not for Bid

The above represents the best information available to the County and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.37 thru 107.40 of the Standard Specifications shall apply.

BDE SPECIAL PROVISIONS
For the July 29 and September 16, 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
* 80366	10	Butt Joints	July 1, 2016	
80360	11	Coarse Aggregate Quality	July 1, 2015	
80198	12	Completion Date (via calendar days)	April 1, 2008	
80199	13	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293	14	Concrete Box Culverts with Skews > 30 Degrees and Design Flows ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	15	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80277	16	Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261	17	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80029	18	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2016
80363	19	Engineer's Field Office	April 1, 2016	
80358	20	Equal Employment Opportunity	April 1, 2015	
80364	21	Errata for the 2016 Standard Specifications	April 1, 2016	
80229	22	Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80304	23	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	24	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
80347	25	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	April 1, 2016
* 80367	26	Light Poles	July 1, 2016	
* 80368	27	Light Towers	July 1, 2016	
80336	28	Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
* 80369	29	Mast Arm Assembly and Pole	July 1, 2016	
80045	30	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342	31	Mechanical Side Tie Bar Inserter	Aug. 1, 2014	April 1, 2016
* 80370	32	Mechanical Splicers	July 1, 2016	
80165	33	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80361	34	Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	April 1, 2016
80349	35	Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
* 80371	36	Pavement Marking Removal	July 1, 2016	
80298	37	Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
80365	38	Pedestrian Push-Button	April 1, 2016	
* 80372	39	Preventive Maintenance – Bituminous Surface Treatment (A-1)	Jan. 1, 2009	July 1, 2016
* 80373	40	Preventive Maintenance – Cape Seal	Jan. 1, 2009	July 1, 2016
* 80374	41	Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	July 1, 2016
* 80375	42	Preventive Maintenance – Slurry Seal	Jan. 1, 2009	July 1, 2016
* 80359	43	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	July 1, 2016
80353	44	Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2016

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80338	45	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
80300	46	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	47	Progress Payments	Nov. 2, 2013	
3426I	48	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	49	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	50	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2016
80340	51	Speed Display Trailer	April 2, 2014	April 1, 2016
80127	52	Steel Cost Adjustment	April 2, 2004	July 1, 2015
80362	53	Steel Slag in Trench Backfill	Jan. 1, 2016	
80317	54	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
80355	55	Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
20338	56	Training Special Provisions	Oct. 15, 1975	
80318	57	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80288	58	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	59	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289	60	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	61	Working Days	Jan. 1, 2002	

The following special provisions and recurring special provisions are in the 2013 Standard Specifications.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80240	Above Grade Inlet Protection	Articles 280.02, 280.04, and 280.15	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 ≤ 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 Pavement 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 1097	Dec. 15, 1993	Jan. 1, 2012
80322	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Sections 312, 355, 406, 407, 442, 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	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
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
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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, 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

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 an honorable 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

ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)

Effective: April 1, 2016

- Page 84 Article 204.02. In the seventh line of the first paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 90 Article 205.06. In the first sentence of the third paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 91 Article 205.06. In the first sentence of the fourth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 91 Article 205.06. In the second line of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 91 Article 205.06. In the sixth line of the eighth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 148 Article 302.09. In the second sentence of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 152 Article 310.09. In the second sentence of the second paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 155 Article 311.05(a). In the first sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 155 Article 311.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 163 Article 351.05(a). In the second sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the third sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 163 Article 351.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 169 Article 352.11. In the second sentence of the fourth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".

Page 169 Article 352.12. In the first sentence of the first paragraph change "AASHTO T 22" to "Illinois Modified AASHTO T 22", and in the second sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".

Page 196 Article 406.07(a). After the footnotes in Table 1 - Minimum Roller Requirements for HMA add the following:

"EQUIPMENT DEFINITION

- V_s - Vibratory roller, static mode, minimum 125 lb/in. (2.2 kg/mm) of roller width. Maximum speed = 3 mph (5 km/h) or 264 ft/min (80 m/min). If the vibratory roller does not eliminate roller marks, its use shall be discontinued and a tandem roller, adequately ballasted to remove roller marks, shall be used.
- V_D - Vibratory roller, dynamic mode, operated at a speed to produce not less than 10 impacts/ft (30 impacts/m).
- P - Pneumatic-tired roller, max. speed 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min). The pneumatic-tired roller shall have a minimum tire pressure of 80 psi (550 kPa) and shall be equipped with heat retention shields. The self-propelled pneumatic-tired roller shall develop a compression of not less than 300 lb (53 N) nor more than 500 lb (88 N) per in. (mm) of width of the tire tread in contact with the HMA surface.
- T_B - Tandem roller for breakdown rolling, 8 to 12 tons (7 to 11 metric tons), 250 to 400 lb/in. (44 to 70 N/mm) of roller width, max. speed = 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min).
- T_F - Tandem roller for final rolling, 200 to 400 lb/in. (35 to 70 N/mm) of roller width with minimum roller width of 50 in. (1.25 m). Ballast shall be increased if roller marks are not eliminated. Ballast shall be decreased if the mat shoves or distorts.
- 3W- Three wheel roller, max. speed = 3 mph (5 km/h) or 264 ft/min (80 m/min), 300 to 400 lb/in. (53 to 70 N/mm) of roller width. The three-wheel roller shall weigh 10 to 12 tons (9 to 11 metric tons)."

Page 331 Article 505.04(p). Under Range of Clearance in the first table change "in. x 10⁻⁶" to "in. x 10⁻³".

Page 444 Article 542.03. In the Notes in Table IIIB add "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".

- Page 445 Article 542.03. In the fourth column in Table IIIB (metric) change the heading for Type 5 pipe from "CPE" to "CPP".
- Page 445 Article 542.03. In the Notes in Table IIIB (metric) change "PE Polyethylene (PE) pipe with a smooth interior" to "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".
- Page 449 Article 542.04(f)(2). In the third line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 544 Article 639.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 546 Article 640.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 548 Article 641.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 621 Article 727.03. In the first sentence of the third paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 629 Article 734.03. In the fourth line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 649 Article 801.02. In the first sentence of the first paragraph change "AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 742 Article 1003.04(c). Under Gradation in the table change "(see Article 1003.02(c))" to "(see Article 1003.01(c))".
- Page 755 Article 1004.03(b). Revise the third sentence of the first paragraph to read "For Class A (seal or cover coat), and other binder courses, the coarse aggregate shall be Class C quality or better."

- Page 809 Article 1020.04(e). In the third line of the first paragraph change "ITP SCC-3" to "ITP SCC-4".
- Page 945 Article 1069.05. In the first sentence of the tenth paragraph change ""Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 961 Article 1070.04(b)(1). In the third sentence of the first paragraph change ""Standard Specifications of Structural Supports for Highway Signs, Luminaires and Traffic Signals" published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 989 Article 1077.01. In the second sentence of the first paragraph change "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 1121 Article 1103.13(a). In the first line of the first paragraph change "Bridge Deck Approach Slabs." to "Bridge Deck and Approach Slabs."

80364

Not for Bid

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.”

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Dakota, Minnesota & Eastern Railroad Company d/b/a Canadian Pacific Attn: Mitch Carlson, National Account Manager 120 South 6th Street, Suite 1000 Minneapolis, MN 55402	None	6 - 40 MPH
DOT/AAR No.: 372-252C RR Division: Quad Cities	RR Mile Post: 42.40 RR Sub-Division: Chicago	
For Freight/Passenger Information Contact: Scott Vanden For Insurance Information Contact: Otis Goodman		Phone: 605-321-8589 Phone: 612-330-4554

DOT/AAR No.: _____ RR Mile Post: _____
RR Division: _____ RR Sub-Division: _____
For Freight/Passenger Information Contact: _____ Phone: _____
For Insurance Information Contact: _____ Phone: _____

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

Illinois Department of Transportation
Bureau of Design and Environment
2300 South Dirksen Parkway, Room 326
Springfield, Illinois 62764

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

80157

Not for Bid

RIGHT OF ENTRY AGREEMENT

The Contractor will be required to acquire the following right-of-entry agreement with the Dakota, Minnesota & Eastern Railroad to construct the proposed improvements. A sample document is available from the Kane County Division of Transportation.

Not for Bid

RIGHT OF ENTRY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between Canadian Pacific and(contractor name).....

1. PARTIES:

Dakota, Minnesota and Eastern Railroad Corp., doing business as Canadian Pacific with general offices at:

Address	Contact Info	
120 S. 6th Street Minneapolis, Mn 55402	Name:	Otis Goodman
	Phone:	612-330-4554
	Fax:	
	Email:	Otis_goodman@cpr.ca

hereinafter called "CP,"

and(contractors name).....whose address is:

Address	Contact Info	
	Name:	
	Phone:	
	Fax:	
	Mobile:	
	Email:	

hereinafter called "Licensee."

2. PROPERTY; SCHEDULE; GRANT OF LICENSE;

2.1. Property

CP hereby grants Licensee a license to enter in and upon certain property owned or controlled by CP in **Elgin, Illinois** at railroad mile post **42.40** on the **Elgin** Subdivision, as shown upon the map labeled Exhibit A that is attached hereto and made a part hereof (the "Property")

2.2. Work Schedule:

for the sole purpose of performing, generally, the following activities: emergency roadway reconstruction repairs per the approved detailed plans, specifications and special provisions affecting the interest of CP and subject to approval by CP's authorized representative.

2.3. Grant of License:

This license is granted subject to all the terms and conditions set forth below and apply to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.4. Agreement To Be Available At Work Site:

Licensee shall keep a copy of this Agreement at the Work site and shall make it available upon demand by any employee or agent of CP.

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1. Term: The term of this Agreement shall

Commence at 12:01 am on 2016, the "**Commencement Date**;" and

Expire at 11:59 pm on 2016, the "**Expiration Date**;"

the "**Term**." Upon agreement between CP and Licensee, the Term may be lengthen or shorten without affecting any other provisions of this Agreement

3.2. Effective Date:

This Agreement shall be effective upon the date that it has been signed by both parties.

3.3. Expiration:

This Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this Agreement the preceding sentence shall not terminate or limit any claim by CP against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this Agreement shall remain in effect for those wells until the earlier of the following:

- (i) the date they are properly closed (i.e., sealed and abandoned in accordance with applicable legal requirements) by Licensee
- (ii) the date CP assumes ownership of such wells pursuant to section 10.8.

3.4. TERMINATION; EXCLUSION:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this Agreement is terminable by CP prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. If CP elects to terminate this Agreement, it shall give Licensee notice of termination, which notice shall specify the obligation or obligations breached by Licensee; and this Agreement shall terminate 30 days after such notice is given (provided, however, that this Agreement shall not terminate if the breach is cured within said 20 day period). This Agreement is also subject to early termination pursuant to paragraph 21. The early termination of this Agreement shall not terminate or limit any claim by CP against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this Agreement, any employee or agent of CP may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon receipt of a notice given pursuant to this paragraph 3(D); and in either case, Licensee shall not re-enter the Property until such time as the breach is cured.

4. PAYMENTS

4.1. License Fee.

In consideration of the permissions herein granted, the Licensee shall with its execution hereof pay to CP the sum of Five Hundred (\$500.00) **Dollars**.

4.2. Utilities.

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with the Work, collectively "**Utility Service**." If any Utility Service fee is in common with CP or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CP or such other party for its share. It shall

be a default in the terms of this lease if it can be shown that Licensee has not made such payments within 30 days if due to CP, or within 60 days if payable to any other party.

4.3. Mechanics' And Materialmen's Liens:

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CP, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CP against any Claims arising out of or connected with such lien.

4.4. Additional Charges.

Licensee shall within 30 days of receipt of a bill therefor, pay to CP costs for flagging, track changes or damage, or other such charges as may be provided by this Agreement or that CP may reasonably impose in connection with Licensee's Work.

4.5. Due Dates; Penalties; Other Charges

4.3.1. Due Dates

Any item, submission or payment required to be made shall be deemed timely made if received by the other party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission or payment.

4.3.2. Late Fees

In addition to any amounts payable by Licensee to CP, Licensee shall pay CP a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CP's Accounting Department that is in effect at the time that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

4.3.3. Fines & Service Fees

In addition to any other amounts payable by Licensee to CP, Licensee shall pay CP for any bank fines or service incurred by it in connection with the handling, non-payment, return or currency conversion incurred by CP in connection with processing of any payment made by Licensee to CP.

4.6. Work At No Cost To CP:

The Work completed by Licensee shall be performed at no cost to CP.

5. CONTACT, NOTICES, ETC.

5.1. Contact Persons; Communications:

Communications pursuant to this Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other party.

5.2. Notices:

Except as otherwise provided in this Agreement, all notices pursuant to this Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

5.3. Notification Prior To Beginning Work:

Licensee must notify CP's contact person by telephone at least five working days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed.

6. PERMITTED & PROHIBITED USES; RIGHTS OF CP

6.1. Permitted Uses:

6.1.1. *The Work:*

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other kind of activities as may be approved by CP in writing.

6.1.2. *Government Authorities.*

Licensee may permit governmental authorities with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CP (by telephone or other means calculated to bring the matter to CP's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities to enter the Property for any other purpose.

6.2. Prohibited Uses and Activities.

The Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this Agreement or as may be approved of in writing by CP. Specifically, Licensee shall not:

6.2.1. *Advertising*

permit any advertisements or signs upon the Property;

6.2.2. *Use of Hazardous Substances*

without prior written disclosure to and approval by CP, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, the Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

6.2.3. *Use of Premises for waste treatment or as storage or disposal facility*

cause or allow the Property or any of CP's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 9001 et seq. or any similar state statute or local ordinance; or

6.2.4. *Subleasing is prohibited.*

sublease the Property or the permissions or rights herein granted in any manner or form.

6.3. Reservations and Rights of CP:

6.3.1. *Railroad Activities Take Priority over Work*

All Work by Licensee shall always and all times be subordinate to the needs of CP in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

6.3.2. *Reservation of prior and future uses not inconsistent with Licensee's activities.*

The rights herein granted to Licensee are subject to the rights granted in all other licenses, permits and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards and other improvements that exist or may be placed upon, across,

above or underneath the Property by CP, or its employees, agents, licensees, grantees, representatives or invitees. Further, CP reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

6.3.3. Monitoring

CP may elect to be present during the conduct of the Work and to monitor same.

7. COVENANTS, CONDUCT & RESPONSIBILITIES

7.1 Definitions

- 7.1.1 "Claim" or "Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);
- 7.1.2 "Environmental Law" or "Environmental Laws"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 1401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;
- 7.1.3 "Hazardous Substance" or "Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl, or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;
- 7.1.4 "Release" or "Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;
- 7.1.5 "Response" or "Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;
- 7.1.6 "Use"** means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

7.2 Investigation; Compliance with Laws; Safety Requirements.

7.2.1 Tenants and Licensees in possession of Property.

Before entering the Property, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CP will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

7.2.2 Underground Utilities And Structures:

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call CP "ONE CALL" at 1-866-291-0741 and Roger Communication "ONE CALL" at 1-888-625-8702 a minimum of 5 business prior to commencing any excavation or boring on the Property.
- c. CP will cooperate with Licensee to identify the location of underground utilities and structures known to CP, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

7.2.3 Permits And Licenses; Compliance With Laws:

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CP against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

7.2.4 Compliance With CP Safety Requirements, Identification:

- a. While on the Property, Licensee shall comply with the safety requirements of CP, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CP. CP's safety requirements are set forth "Exhibit B" titled "MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY" and in CP's current safety handbook. One free copy of the current safety handbook will be provided to the Licensee by the CP contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CP safety requirements that would apply to a CP employee performing similar work.
- b. ~~Prior to and only onto the Property, Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for Canadian Pacific operations.~~
- c. ~~Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that CP may reasonable require.~~

7.3 Work In Close Proximity To Railroad Operations;

7.3.1 Interference With Railroad Operations:

Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or trains or equipment of others) operating on or near the Property.

7.3.2 Drainage;

Licensee shall not make any changes to existing drainage patterns on or adjacent to railroad property without written approval by CP. Licensee shall not perform work that modifies capacity of drainage conveyance systems.

7.3.3 Clearance;

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to CP prior to performing such work or placing such equipment or obstruction.

7.3.4 Flagging:

Licensee must make arrangements with CP for such flagging or watchman service as CP deems necessary for the protection of railroad traffic. Cost for the first 55 days of flagging shall not be the responsibility of the contractor. Any flagging beyond 55 days shall be charged to the contractor. The fact that CP provides such service shall not relieve Licensee from any liability under this Agreement. CP's labor and material additives are subject to change without notice to Licensee, and CP shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

7.3.5 Certain Work Close To Track Not Permitted; Lateral Support:

- a. Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent land or railroad tracks.;
- b. Unless otherwise agreed to in writing by CP, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track.
- c. In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CP any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

7.3.6 Storm Water

Licensee shall not, without the advance written approval of CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, Between CP and the Licensee it is understood and agreed that Licensee shall at Licensee's cost and expense be liable to CP for the construction, maintenance, repair and replacement upon the real property or other land not belonging to Grantor such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related

7.3.7 Fencing

Licensee shall, at no cost to CP, construct and maintain during the term hereof a fence acceptable to CP in the location(s) designated on Exhibit A. Following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

7.4 Conduct

7.4.1. **Property clean, safe and free from nuisances**

The Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

7.4.2. **Release of Hazardous Substances:**

The Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

7.4.3. **Response Actions**

The Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of the Licensee (or the Licensee's employees, agents, representatives or invitees) that could:

- a. give rise to any Claim under any Environmental Law
- b. cause a public health or workplace hazard, or
- c. create a nuisance.

7.5. Required Notices/Disclosures

7.5.1 **Transportation and Disposal Contracts**

The Licensee shall, upon written request by CP, provide CP with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that the Licensee has complied with all Environmental Laws relating to the Property

7.5.2 **Releases or Suspected Release**

The Licensee shall promptly notify CP of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

7.5.3. **Notices, summons citations, etc.**

The Licensee shall promptly provide CP with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

- a. any Release of a Hazardous Substance on, to or from the Property,
- b. the imposition of any lien on the Property, or
- c. any alleged violation of or responsibility under any Environmental Law relating to the Property.

7.5.4. **Other Reports** <not applicable>

Licensee shall, at CP's option, provide CP, at no cost to CP, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency acting in a regulatory capacity, then Licensee shall also give CP a reasonable time (not less than 5 working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due

consideration to CP's comments with respect to the draft of that Report. Licensee will promptly provide CP with a copy of any final Report.

7.6. CP's right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in 7.D.iii connection with any action taken pursuant to section 7.C.iv, Licensee shall notify CP of and permit CP to participate in any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CP to at least the same extent as Licensee.

7.7. Restoration of Property;

Upon completion of the Work or expiration or early termination of this Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CP). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CP and in accordance with all applicable laws, all at no expense to CP.

8. LIABILITY

8.1. Damage To Tracks, Facilities, And Equipment:

If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CP shall tender a bill therefor.

8.2. Assumption Of Risk:

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CP or third persons, and Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

8.3. Indemnity:

To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, lost profits and other actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, and attorneys' fees (collectively, Claims) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises

in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this Agreement, or the exercise by Licensee of the license granted by this Agreement. As used in this Agreement, Indemnified Parties means the following businesses and their officers, directors, employees, and agents: Soo Line Railroad Company, Soo Line Corporation, Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

9. INSURANCE.

Licensee shall procure and maintain in effect (or shall cause its contractor to procure and maintain in effect), at any time when any portion of the Work is being performed, the following insurance:

9.1. Comprehensive General Liability Insurance:

Comprehensive general liability insurance with a policy limit of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, death and damage to or destruction of property (including the loss of use thereof). The policy will include those policy extensions commonly referred to as broad form completed operations, contractor's protective, collapse, and underground damage. The policy shall by its wording and by endorsement insure those liabilities and obligations which this Agreement contemplates will be assumed by Licensee, including liabilities and obligations to indemnify the Indemnified Parties. The policy shall be endorsed to require that CP be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limit of the insurance company's liabilities." The policy shall be endorsed to add the following as additional insureds: Soo Line Railroad Company, Soo Line Corporation Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing (collectively, the Protected Parties). The policy shall also be endorsed to waive subrogation rights against the Protected Parties.

9.2. Automobile Liability and Property Damage Insurance:

Automobile liability and property damage insurance in an amount not less than \$2,000,000, personal injury and property damage combined, covering the ownership, use, and operation of any motor vehicles and trailers licensed for use on public highways which are owned, leased, or controlled by Licensee or its contractor and used in connection with the Work. The policy shall be endorsed to require that CP be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage.

9.3. Workers Compensation Insurance:

Workers compensation insurance that meets the requirements of applicable state law.

9.4. Railroad Protective Liability Insurance:

Railroad protective liability insurance (occurrence form), in the name of Soo Line Railroad Company and Canadian Pacific Railway Company, with limits of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate for personal injury and property damage.

9.5. Environmental Pollution Impairment Liability Insurance: *<not applicable>*

Contractor's environmental Pollution Impairment liability insurance with a policy limit of not less than \$5,000,000 per occurrence. The policy shall be endorsed to require that CP be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities." The policy shall be endorsed to add the Protected Parties as additional insureds and to waive subrogation rights against the Protected Parties.

9.6. Other Policies of Insurance: *<not applicable>*

Such other insurance as may be necessary to protect the Protected Parties against certain other claims arising out of the Work, to wit:

- a. claims under any workers' compensation law,
- b. claims under the Federal Employer's Liability Act, and
- c. any other claims for damages for personal injury or death.

9.7. Contractual Endorsement

Each policy of insurance required in 9.1 and 9.2 shall include the following endorsement upon the certificate, or within the binder, policy or other contractual evidence signed by the insurer and in form acceptable to CP:

"It is agreed that the policy or policies of insurance evidenced by this certificate covers the liability assumed by the insured in connection with work pursuant to the Right of Entry Agreement dated _____, 2010 by and between(contractors name)..... and Dakota Minnesota and Eastern Railroad Corp., including work upon railroad property, within railroad right of way and in close proximity operating railroad tracks."

Before Licensee enters the Property, CP must receive and approve certificates of insurance evidencing the coverage's required by sections 9.1, 9.2, and endorsements 9.7 and CP must also receive and approve either the policy required by subparagraph 9.4 or a binder evidencing that that policy is in effect. CP reserves the right to demand a certified copy of any required policy, and Licensee or its contractor shall provide such copy within 10 working days after CP shall give notice to Licensee demanding such copy. All of the required policies shall be issued by insurers acceptable to CP and shall be acceptable to CP in both form and substance. Licensee shall not enter the Property until all of the required policies have been approved in writing by CP. If the comprehensive general liability and automobile policies are procured by Licensee's contractor, Licensee shall be added as an additional insured party under such policies. If the contractor uses a subcontractor, the contractor shall provide the required policies and shall, in addition, either require the subcontractor to provide insurance equivalent to that described herein (except that only one policy required by subparagraph 9.4 need be provided for the Work) or obtain endorsements to the contractor's policies naming the subcontractor as an additional insured party. If a subcontractor uses a sub-subcontractor, the sub-subcontractor shall either provide insurance equivalent to that required of the subcontractor or shall be named as an additional insured party on the contractor's or subcontractor's policies. In the event any required policy lapses, CP shall have the option of immediately terminating the License, with or without notice to Licensee; such termination shall be without prejudice to CP's rights and privileges under this Agreement. The insurance

coverage obtained pursuant to section 9 and its sub-sections shall in no manner restrict or limit the liabilities assumed by Licensee under this Agreement.

10. ENTIRE AGREEMENT

10.1. **Survival Of Indemnity Provisions:**

The indemnification provisions of this Agreement shall survive its expiration or termination.

10.2. **Mere License:**

The permissions encompassed by this Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

10.3. **No Warranty Of Title:**

CP does not warrant that it has good title to the Property.

10.4. **Assignment; Binding Effect:**

This Agreement may not be assigned by Licensee without the advance written consent of CP. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

10.5. **Governing Law:**

This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located, without reference to the choice of law rules of that state.

10.6. **Entire Agreement:**

This Agreement is the full, complete, and entire Agreement of the parties with respect to the subjects hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

10.7. **Headings:**

The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this Agreement.

10.8. **Singular and Plural:**

As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

10.9. **Duplicate Copies & Counterparts.**

This Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this Agreement, each of which shall constitute an original.

11. SIGNATURES.

THE PARTIES HERETO have executed this Agreement as evidence of their agreement to the terms herein.

..... (contractors name).....

**DAKOTA, MINNESOTA AND EASTERN
RAILROAD CORP.**
doing business as Canadian Pacific Railway

By _____
Its _____
Date _____

By _____
Its _____
Date _____

EXHIBIT A

SITE PLAN

EXHIBIT B

“MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY”

Not for Bid

RETURN WITH BID

County Kane

Local Public Agency Elgin Twp. Highway Dept.

Section Number 16-08112-02-BR

Route TR 170 / Coombs Road

CONTRACTOR CERTIFICATIONS

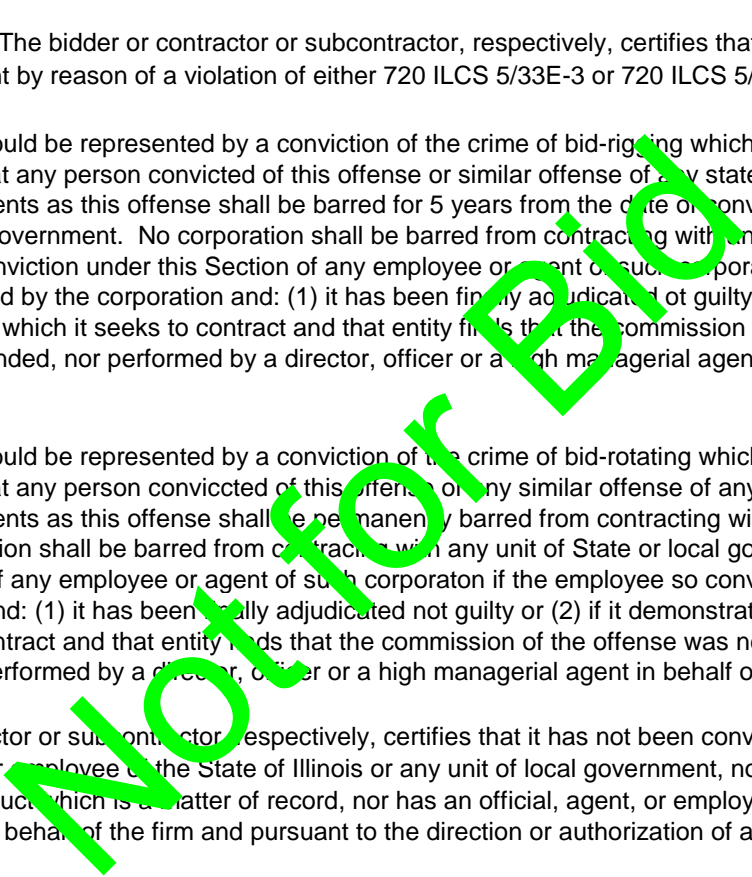
The certifications herinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- 1. **Debt Deliquency.** 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. Make 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 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 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 55 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	<u>Kane</u>
Local Pulic Agency	<u>Elgin Twp. Highway Dept.</u>
Section Number	<u>16-08112-02-BR</u>
Route	<u>TR 170 / Coombs Road</u>

(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

Not for Bid



Route TR 170 / Coombs Road
County Kane
Local Agency Elgin Twp. Highway Dept.
Section 16-08112-02-BR

RETURN WITH BID

PAPER BID BOND

WE _____ as PRINCIPAL,
and _____ as SURETY,
are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") 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 LA 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 LA 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 LA 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 LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

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

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 _____

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

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

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

Given under my hand and notarial seal this _____ day of _____

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.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



Apprenticeship or Training Program Certification

Return with Bid

Route TR 170 / Coombs Road
County Kane
Local Agency Elgin Twp. Highway
Section 16-08112-02-BR

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:

Blank lines for listing deliver and install groups.

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.

Blank lines for listing program sponsors.

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					

Not for Bid

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 _____



Affidavit of Illinois Business Office

County Kane
Local Public Agency Elgin Twp. Highway Dept.
Section Number 16-08112-02-BR
Route TR 170 / Coombs Road

State of)
County of) ss.

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

being first duly sworn upon oath, states as follows:

- 1. That I am the officer or position of bidder.
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, (bidder), will maintain a 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.

Not for Bid

(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: TR 170 / Coombs Road

Section: 16-08112-02-BR

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)

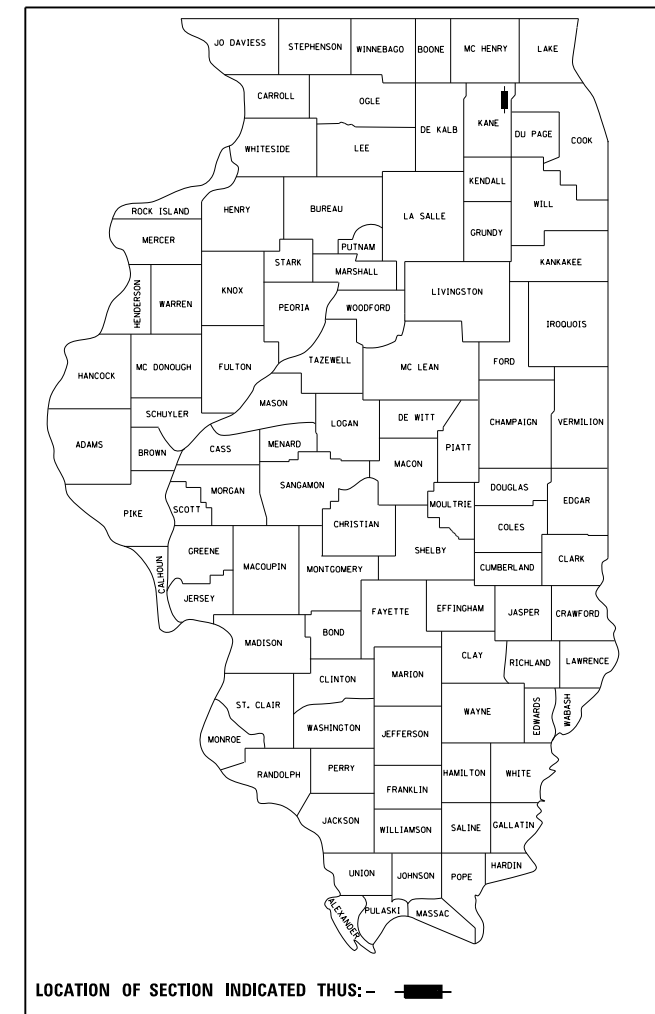
Signature of Authorized Representative

Date

ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
T.R. 170	16-08112-02-BR	KANE	9	1
FED. ROAD DIST. NO.		ILLINOIS CONTRACT NO.		

ELGIN TOWNSHIP HIGHWAY DEPARTMENT PLANS FOR PROPOSED NON-MFT PROJECT

**COOMBS ROAD /T.R. 170 OVER
DAKOTA, MINNESOTA & EASTERN RAILROAD (CANADIAN PACIFIC)
KANE COUNTY
SECTION 16-08112-02-ER
STRUCTURE NO. 045-3124
SUPERSTRUCTURE REPAIRS**



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2-4.	REPAIR PLANS
5-9.	EXISTING STRUCTURE PLANS

UTILITIES

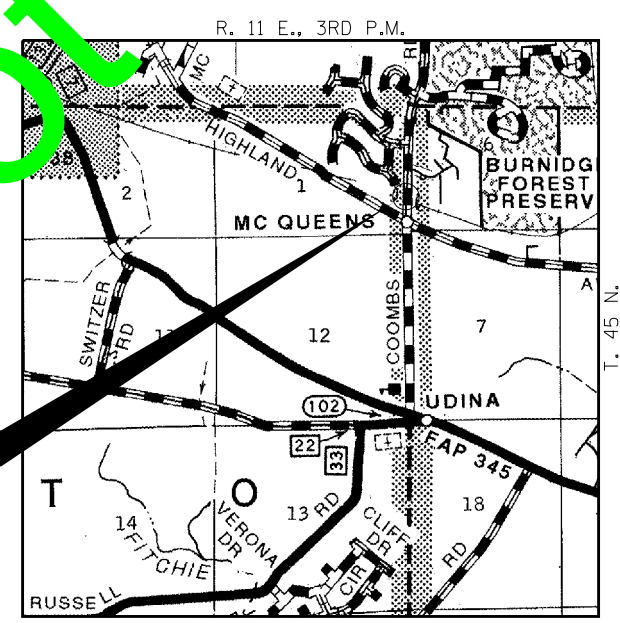
AT&T
1000 COMMERCE DR., 1ST. FLOOR
OAK BROOK, IL 60523
(630) 573-5450

NICOR GAS
1844 FERRY ROAD
NAPERVILLE, IL 60563
(630) 388-2362

COM ED
#1 N 423 SWIFT ROAD
LOMBARD, IL 60148
(630) 546-7094

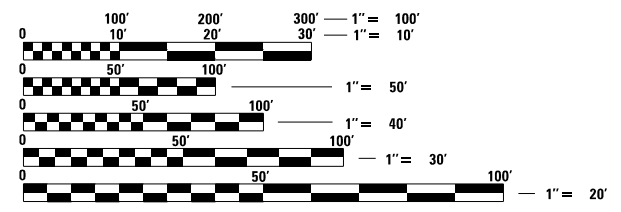
COMCAST
680 INDUSTRIAL DR.
ELMHURST, IL 60126
(630) 600-6352

STA. 107+73.67 - SUPERSTRUCTURE REPAIR
THREE SPANS @ 53'-0"; 34'-0" RDWY.
32'-0" FC. - FC. PARAPET; SKEW = 24° LT.
EXISTING STRUCTURE NO. 045-3124



LOCATION MAP

APPROXIMATE SCALE: 0 1/2 MILE



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

Not for Bid

WARNING

**CALL 811
BEFORE YOU DIG**

**DIG NO's. A1380669
A1380680**

DEPARTMENT OF TRANSPORTATION

APPROVED _____ 20____

ROAD DISTRICT COMMISSIONER

HAMPTON, LENZINI AND RENWICK, INC.
CIVIL ENGINEERS - STRUCTURAL ENGINEERS - LAND SURVEYORS

HLR 3085 STEVENSON DRIVE, SUITE 201
SPRINGFIELD, ILLINOIS 62703
217.546.3400 www.hlrengineering.com

184.000959
ILLINOIS PROFESSIONAL DESIGN FIRM LS / PE / SE CORPORATION

GENERAL NOTES

Plan dimensions and details relative to existing plans are subject to nominal construction variations. The Contractor shall field verify existing dimensions and details affecting new construction and make necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in scope of the work.

Traffic Control and Protection will be installed and maintained by Kane County and Elgin Township. Contractor shall move barricades as needed to access site. These shall be moved only during entry and exiting the site. This cost shall be included with Furnishing and Erecting Structural Steel.

The Contractor is advised that the existing PPC Deck Beams are in a deteriorated condition with reduced load carrying capacity. It is the Contractor's responsibility to account for the condition of the beams when developing construction procedures.

If the Contractor's procedure for placement of beams involves placement of cranes or other heavy equipment on the bridge, a detailed procedure shall be submitted to the Engineer for approval. The procedure shall include calculations, prepared and sealed by an Illinois Structural Engineer, verifying that the equipment and procedures used will not overstress the existing beams. To distribute load to multiple beams and protect the existing surface, in all cases a mat of heavy timbers shall be used at all times under crane tracks or wheels and any outriggers in the down position. If necessary, shims shall be used under the crane mat to ensure uniform contact with the underlying beams.

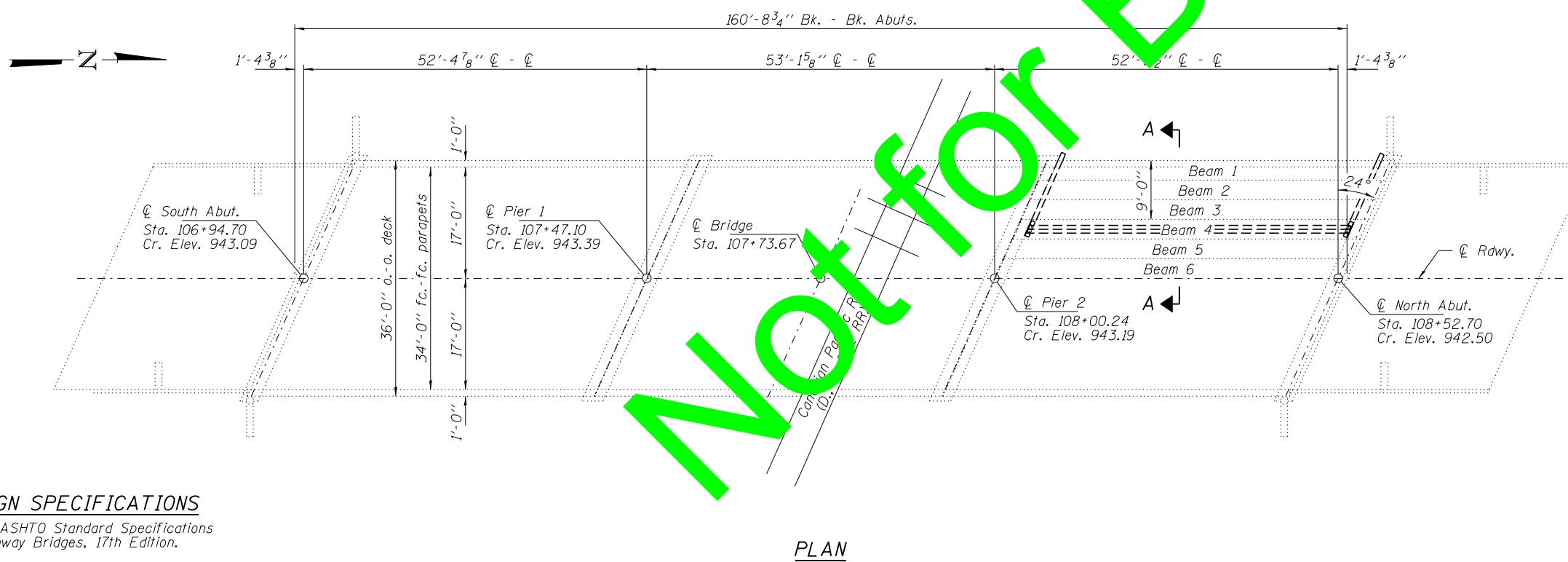
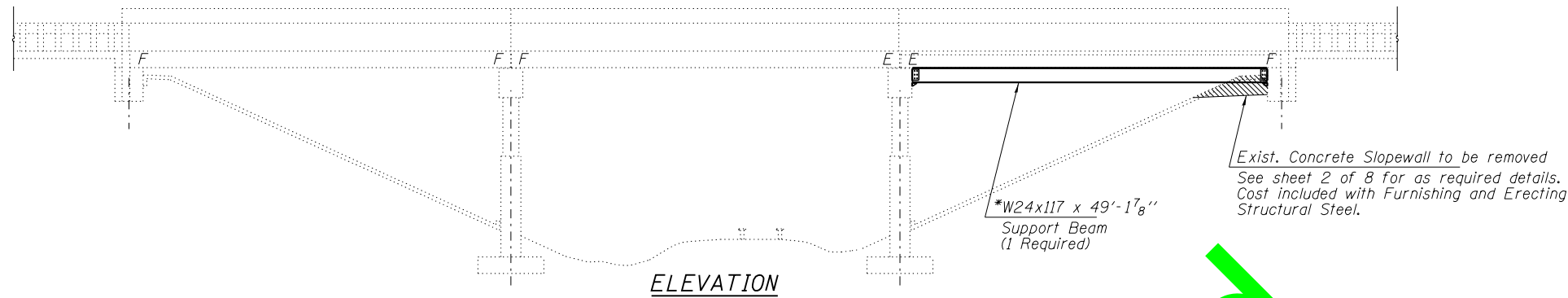
See Section 584 of the Standard Specifications for Epoxy Grouting of Threaded Rods: Minimum embedment 9".

The cost of epoxy grouting threaded rods on the pier cap, abutments and beams shall be included with Furnishing and Erecting Structural Steel. The Contractor has the option of using "used" steel.

*Contractor is to verify beam length prior to ordering material. Other sections meeting the section modulus requirements shown may be allowed subject to approval by the Bureau of Bridges and Structures. Maximum girder depth = 24". No additional payment will be allowed if the Contractor chooses a heavier steel section than the one specified in the plans. (Min. $S_x = 281 \text{ in}^3$)

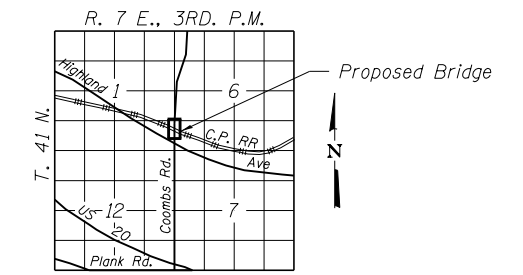
The Contractor shall restore all areas disturbed during construction operations to the satisfactory of the Engineer. This shall include ground surface, topsoil and seeding if necessary. Cost included with Furnishing and Erecting Structural Steel.

Calculated weight of structural steel: Gr. 36 = 660 lbs.
Gr. 50 = 5,750 lbs.



INDEX OF STRUCTURE SHEETS

- 1. General Plan & Elevation
- 2-3. P.P.C. Beam Support Details
- 4-8. Existing Structure Plans



LOCATION SKETCH

DESIGN SPECIFICATIONS

2002 AASHTO Standard Specifications for Highway Bridges, 17th Edition.

LOADING HS20-44

DESIGN STRESSES

NEW CONSTRUCTION

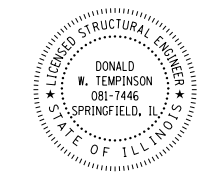
$f_y = 36 \text{ ksi}$ (AASHTO M270 Gr. 36)
 $f_y = 50 \text{ ksi}$ (AASHTO M270 Gr. 50)

EXISTING CONSTRUCTION

$f'_c = 3,500 \text{ psi}$ (Substructure)
 $f'_c = 5,000 \text{ psi}$ (Deck Beams)
 $f'_s = 270,000 \text{ psi}$ (PS Strands)
 $f_y = 40,000 \text{ psi}$ (Substructure Reinf.)
 $f_y = 60,000 \text{ psi}$ (Beam Reinf.)

I certify that to the best of my knowledge, information and belief, this bridge repair is structurally adequate for the design loading shown on the plans. The design is an economical one for the style of structure and complies with requirements of the current "AASHTO Standard Specifications for Highway Bridges."

Donald W. Tempinson 05/26/2016
ILLINOIS STRUCTURAL NO. 081-7446

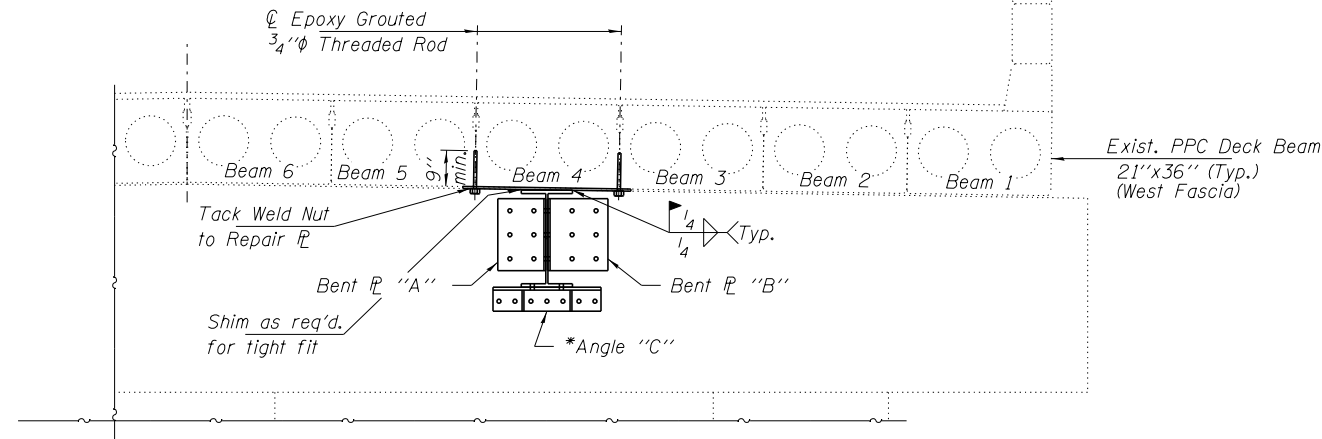


Expires 11-30-2016

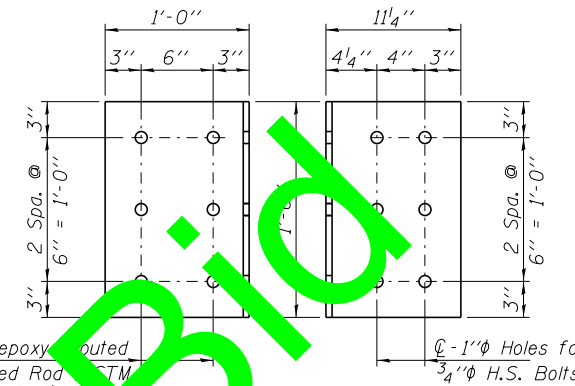
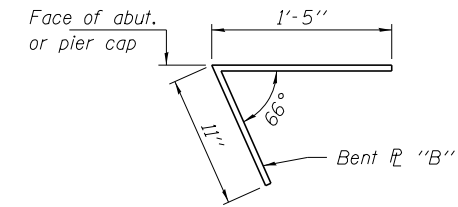
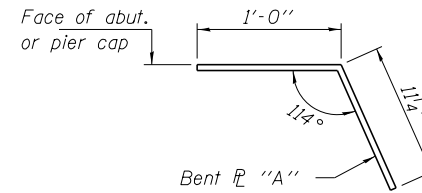
TOTAL BILL OF MATERIAL

ITEM	UNIT	TOTAL
Furnishing and Erecting Structural Steel	L. Sum	1
Railroad Protective Liability Insurance	L. Sum	1
Railroad Flagger	L. Sum	1

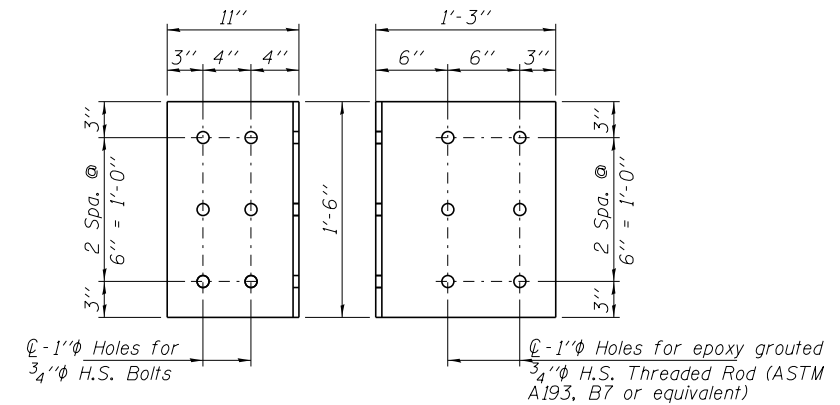
FILE NAME = 160118-shr-bridge.DGN	USER NAME =	DESIGNED - D.W.T.	REVISED	<p>KANE COUNTY DIVISION OF TRANSPORTATION</p>	<p>GENERAL PLAN & ELEVATION STRUCTURE NO. 045-3124</p> <p>SHEET NO. 1 OF 8 SHEETS</p>	T.R.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
HAMPTON, LENZINI AND RENWICK, INC.	CHECKED - S.W.M.	REVISED -	170			16-08112-02-BR	KANE	9	2	
3085 STEVENSON DRIVE, SUITE 201 SPRINGFIELD, ILLINOIS 62703 ILLINOIS PROFESSIONAL DESIGN FIRM L.S./P.E./S.E. CORP. 184.000959	PLOT SCALE =	DRAWN - D.A.B.	REVISED -			COOMBS ROAD OVER DM&E RR	ILLINOIS	FED. AID PROJECT		
CONTRACT NO.	CHECKED - S.W.M.	REVISED -								



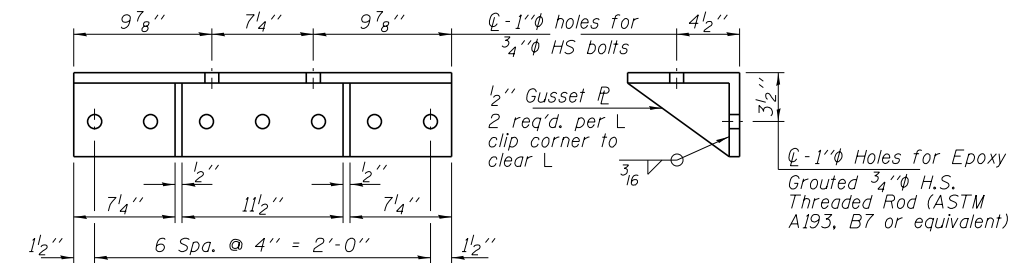
*Use holes in L "B" to field drill holes in support beam.



BENT PL "A"
L 8 x 6 x 3/4 x 2'-3" (2 Required)

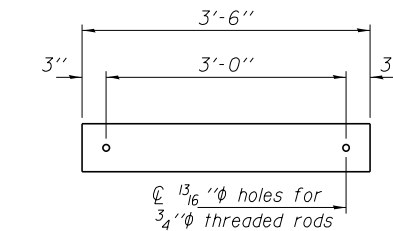
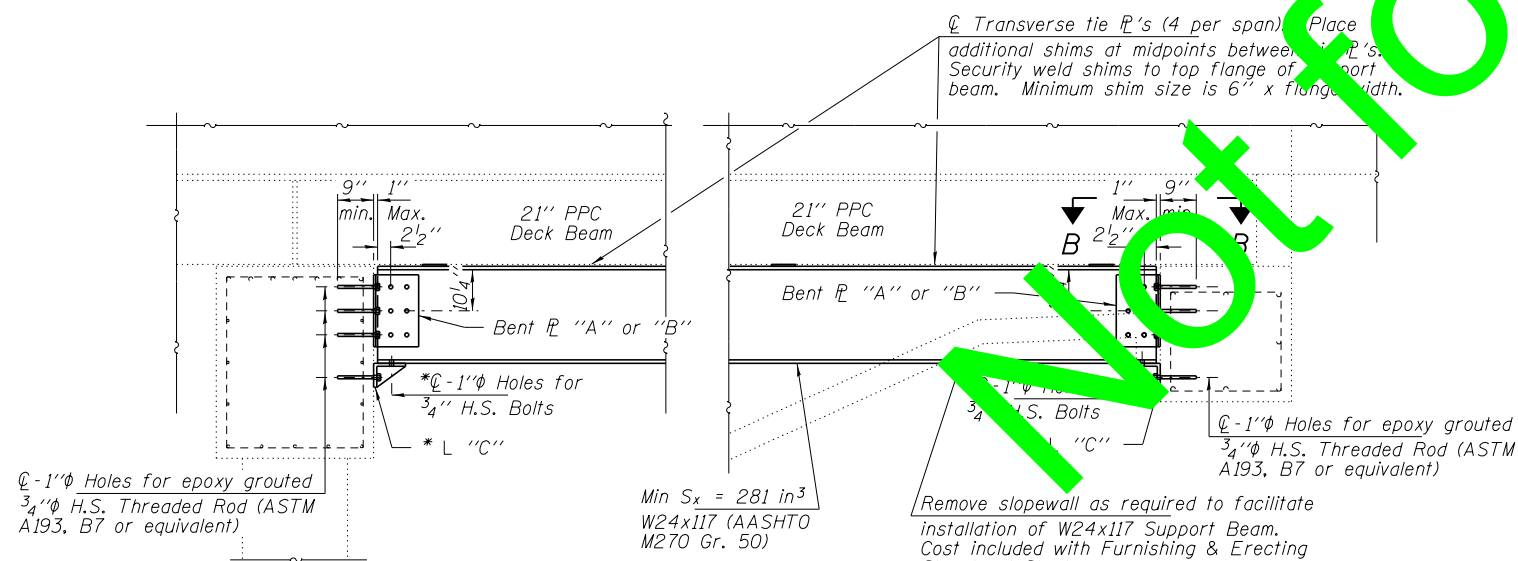


BENT PL "B"
L 8 x 6 x 3/4 x 2'-3" (2 Required)

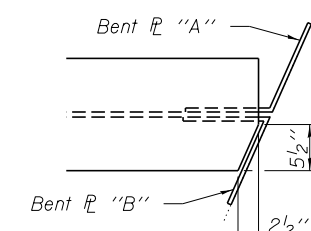


ANGLE "C"
L 8 x 6 x 3/4 x 2'-3" (2 Required)

SECTION THRU L "C"

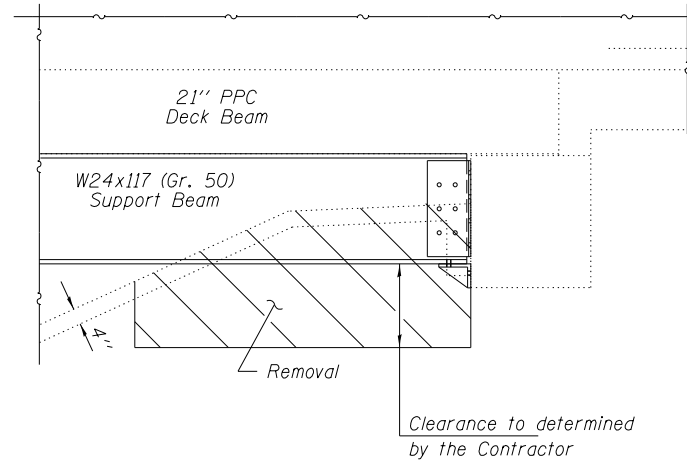


TRANSVERSE TIE REPAIR PL
L 8 x 6 x 3/4 x 6" (4 Req'd.)



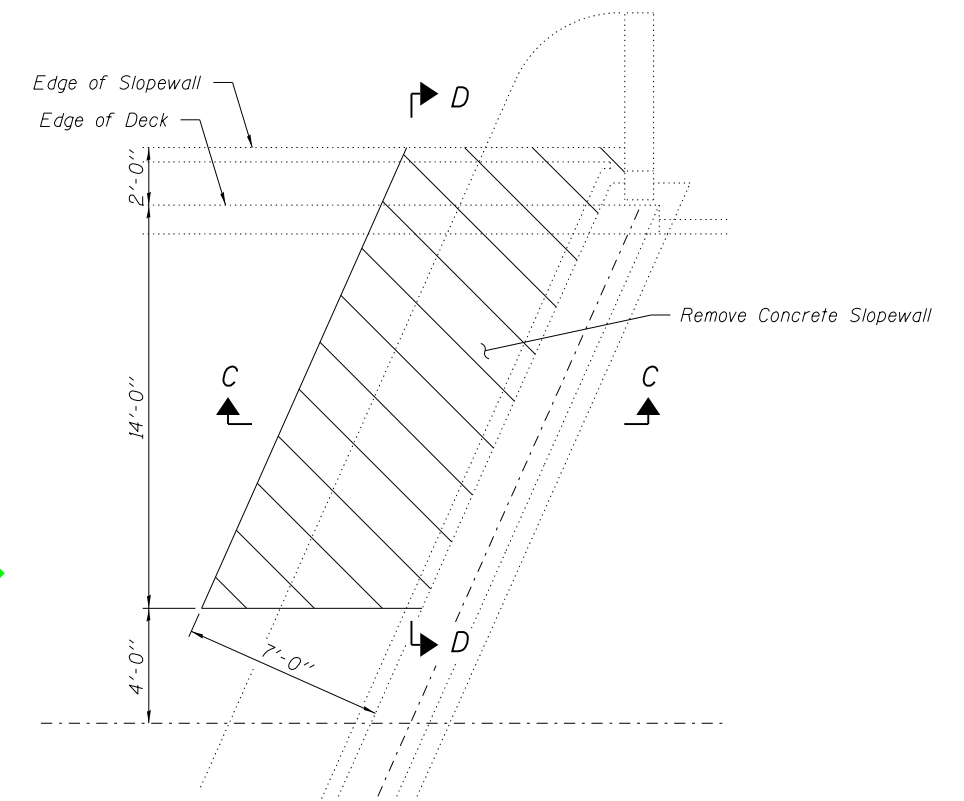
SECTION B-B

FILE NAME = 160118-sht-bridge.DGN	USER NAME =	DESIGNED - D.W.T.	REVISED	KANE COUNTY DIVISION OF TRANSPORTATION	P.P.C. DECK BEAM SUPPORT DETAILS STRUCTURE NO. 045-3124	T.R.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
HAMPTON, LENZINI AND RENWICK, INC. 3035 STEVENSON DRIVE, SUITE 201 SPRINGFIELD, ILLINOIS 62703 ILLINOIS PROFESSIONAL DESIGN FIRM LS / PE / SE CORP. 184.009959	PLOT SCALE =	CHECKED - S.W.M.	REVISED -			170	16-08112-02-BR	KANE	9	3
PLOT DATE = 5/26/2016		DRAWN - D.A.B.	REVISED -			COOMBS ROAD OVER DM&E RR CONTRACT NO.				
		CHECKED - S.W.M.	REVISED -			ILLINOIS FED. AID PROJECT				



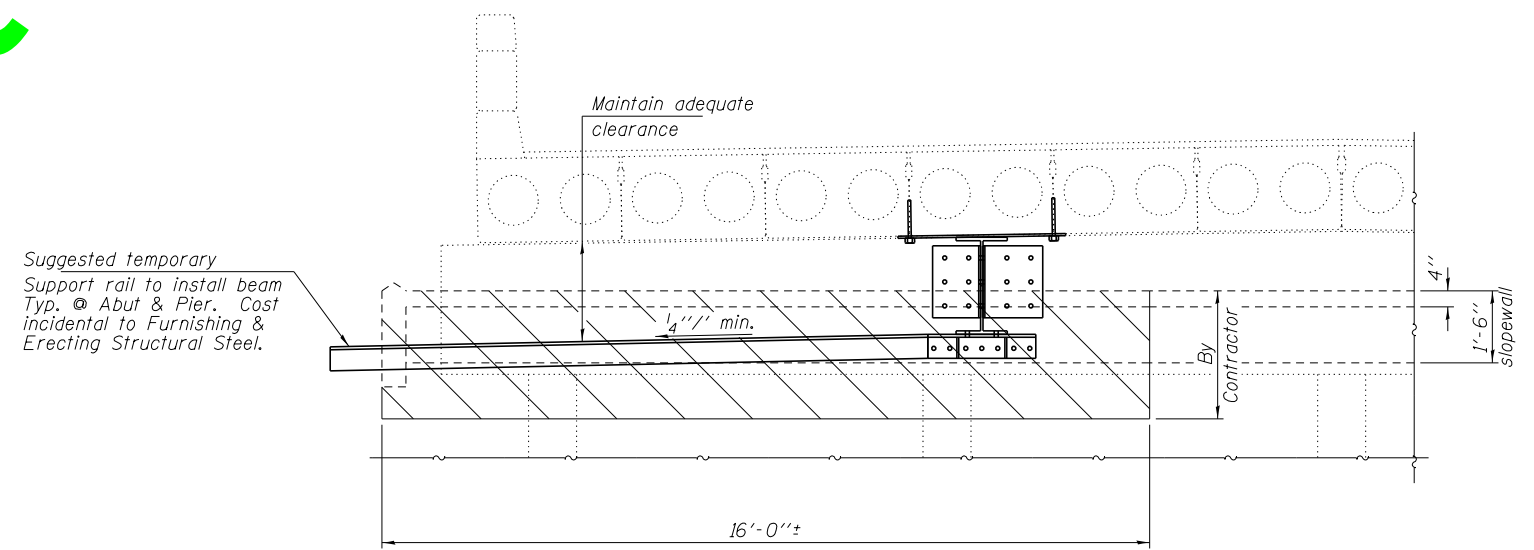
SECTION C-C

Note:
Excavated area to be backfilled and protected after construction is complete.



SLOPE WALL DETAILS

Not for Bid



SECTION D-D

FILE NAME = 160118-shr-bridge.DGN	USER NAME =	DESIGNED - D.W.T.	REVISED	KANE COUNTY DIVISION OF TRANSPORTATION	P.P.C. DECK BEAM SUPPORT DETAILS STRUCTURE NO. 045-3124	T.R.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
HAMPTON, LENZINI AND RENWICK, INC. 3035 STEVENSON DRIVE, SUITE 201 SPRINGFIELD, ILLINOIS 62703 ILLINOIS PROFESSIONAL DESIGN FIRM LS / PE / SE CORP. 184.000959		CHECKED - S.W.M.	REVISED -			170	16-08112-02-BR	KANE	9	4
	PLOT SCALE =	DRAWN - D.A.B.	REVISED -			COOMBS ROAD OVER DM&E RR		CONTRACT NO.		
	PLOT DATE = 5/26/2016	CHECKED - S.W.M.	REVISED -			SHEET NO. 3 OF 8 SHEETS		ILLINOIS FED. AID PROJECT		

S.E. 14, SEC. 1, T.41N, R.7E, 3RD PM.

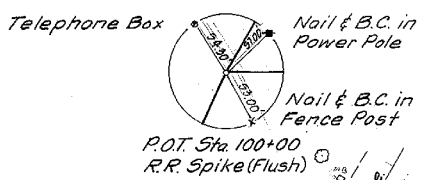
Nail & B.C. in 6" Tree

Nail & B.C. in GUY Pole

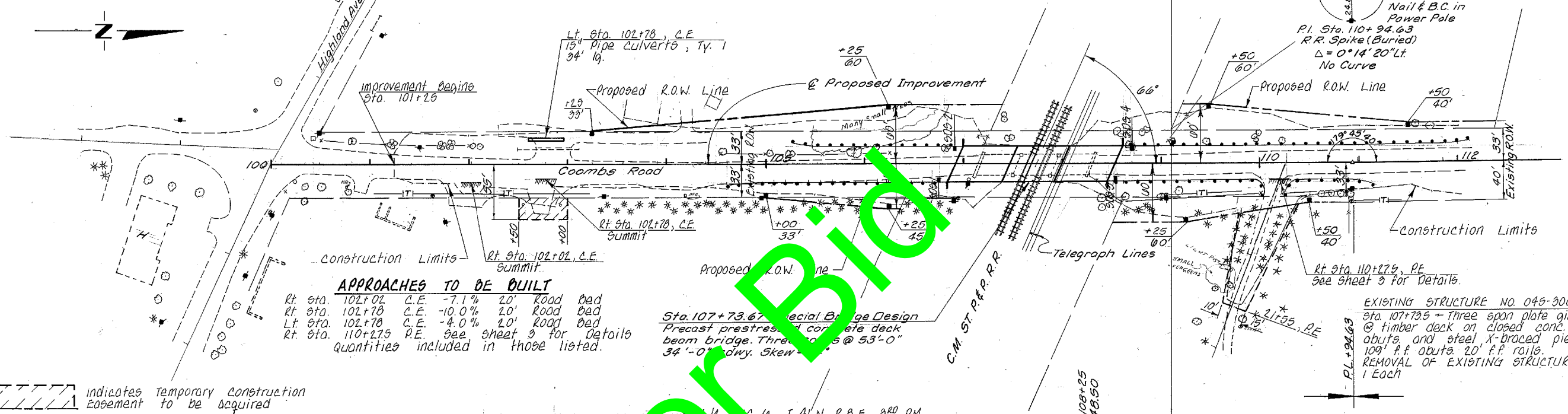
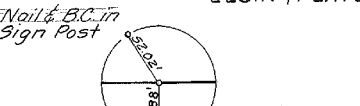
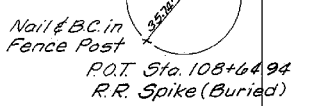
ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
Coombs Road	16-08112-00-BR	KANE	9	4

FED. ROAD DIST. NO. 7 ILLINOIS PROJECT

ELGIN & PLATO ROAD DISTRICTS



Note: See sheet 2 for details of special drain structures.



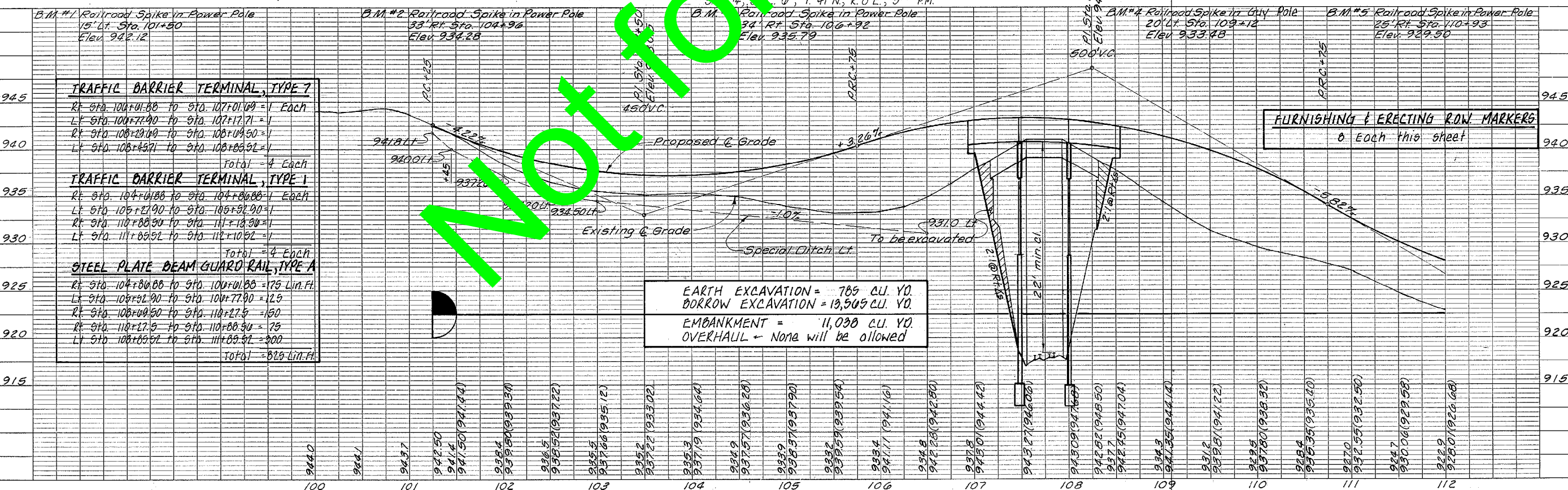
APPROACHES TO BE BUILT

Rt. Sta.	Lt. Sta.	C.E.	%	20' Road Bed
Rt. Sta. 102+02	Lt. Sta. 102+78	C.E.	-7.1%	20' Road Bed
Rt. Sta. 102+78	Lt. Sta. 102+78	C.E.	-10.0%	20' Road Bed
Lt. Sta. 102+78	Lt. Sta. 102+78	C.E.	-4.0%	20' Road Bed
Rt. Sta. 110+27.5	Lt. Sta. 110+27.5	P.E.	See sheet 3 for Details	Quantities included in those listed.

Sta. 107+73.67 Special Bridge Design
Precast prestressed concrete deck beam bridge. Three spans @ 53'-0"
34'-0" shy. Skew = 66°

EXISTING STRUCTURE NO. 045-3005
Sta. 107+73.5 - Three span plate girder & timber deck on closed conc. abuts. and steel, X-braced piers.
100' f.f. abuts. 20' f.f. rails.
REMOVAL OF EXISTING STRUCTURES = 1 Each

Indicates temporary construction easement to be acquired



TRAFFIC BARRIER TERMINAL, TYPE 7

Rt. Sta. 104+01.88 to Sta. 107+01.09 = 1 Each
Lt. Sta. 106+72.90 to Sta. 107+17.71 = 1
Rt. Sta. 108+29.09 to Sta. 108+09.50 = 1
Lt. Sta. 108+45.71 to Sta. 108+05.52 = 1
Total = 4 Each

TRAFFIC BARRIER TERMINAL, TYPE 1

Rt. Sta. 104+01.88 to Sta. 104+00.88 = 1 Each
Lt. Sta. 105+21.90 to Sta. 105+52.90 = 1
Rt. Sta. 110+88.50 to Sta. 111+13.50 = 1
Lt. Sta. 111+85.52 to Sta. 112+10.52 = 1
Total = 4 Each

STEEL PLATE BEAM GUARD RAIL, TYPE A

Rt. Sta. 104+00.88 to Sta. 104+01.88 = 175 Lin. Ft.
Lt. Sta. 105+52.90 to Sta. 104+77.90 = 125
Rt. Sta. 108+09.50 to Sta. 110+27.5 = 150
Lt. Sta. 110+27.5 to Sta. 110+00.50 = 75
Lt. Sta. 108+05.52 to Sta. 111+09.52 = 300
Total = 825 Lin. Ft.

EARTH EXCAVATION = 785 CU. YD.
BORROW EXCAVATION = 13,505 CU. YD.
EMBANKMENT = 11,030 CU. YD.
OVERHAUL - NONE will be allowed

FURNISHING & ERECTING ROW MARKERS
6 Each this sheet

PLAN

DATE: 5/26/2016

BY: J.C.

SCALE: 1" = 40'

PROJECT: COOMBS ROAD OVER DM&E RR

NOTE: SEE SHEET 2 FOR DETAILS OF SPECIAL DRAIN STRUCTURES.

PROFILE

DATE: 5/26/2016

BY: J.C.

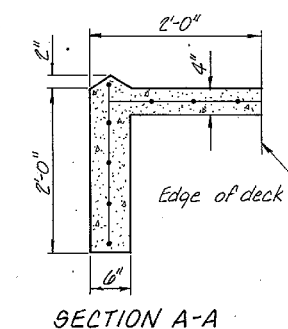
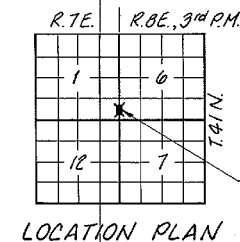
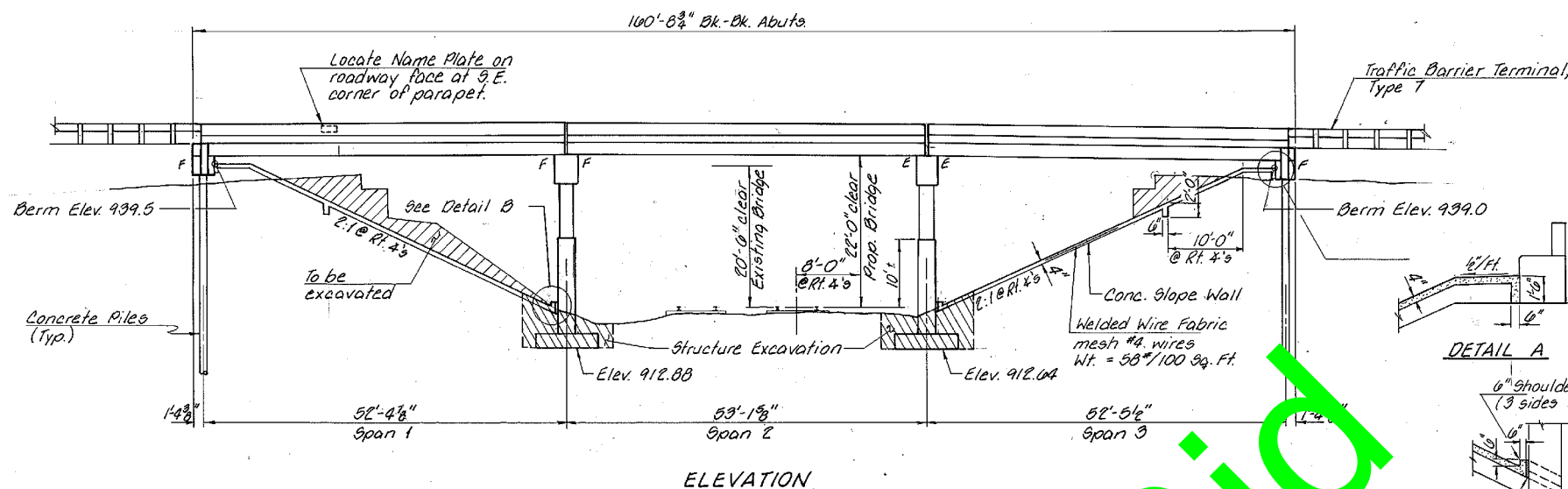
SCALE: 1" = 40'

PROJECT: COOMBS ROAD OVER DM&E RR

NOTE: SEE SHEET 2 FOR DETAILS OF SPECIAL DRAIN STRUCTURES.

PLATE 1, PLAN-PROFILE
K&E
48 7024 Made in U.S.A.

ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
Coombs Rd	81-08112-00-BR	KANE	23	14
FED. ROAD DIST. NO. 7		ILLINOIS PROJECT		

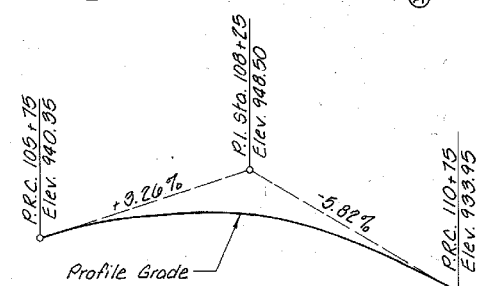
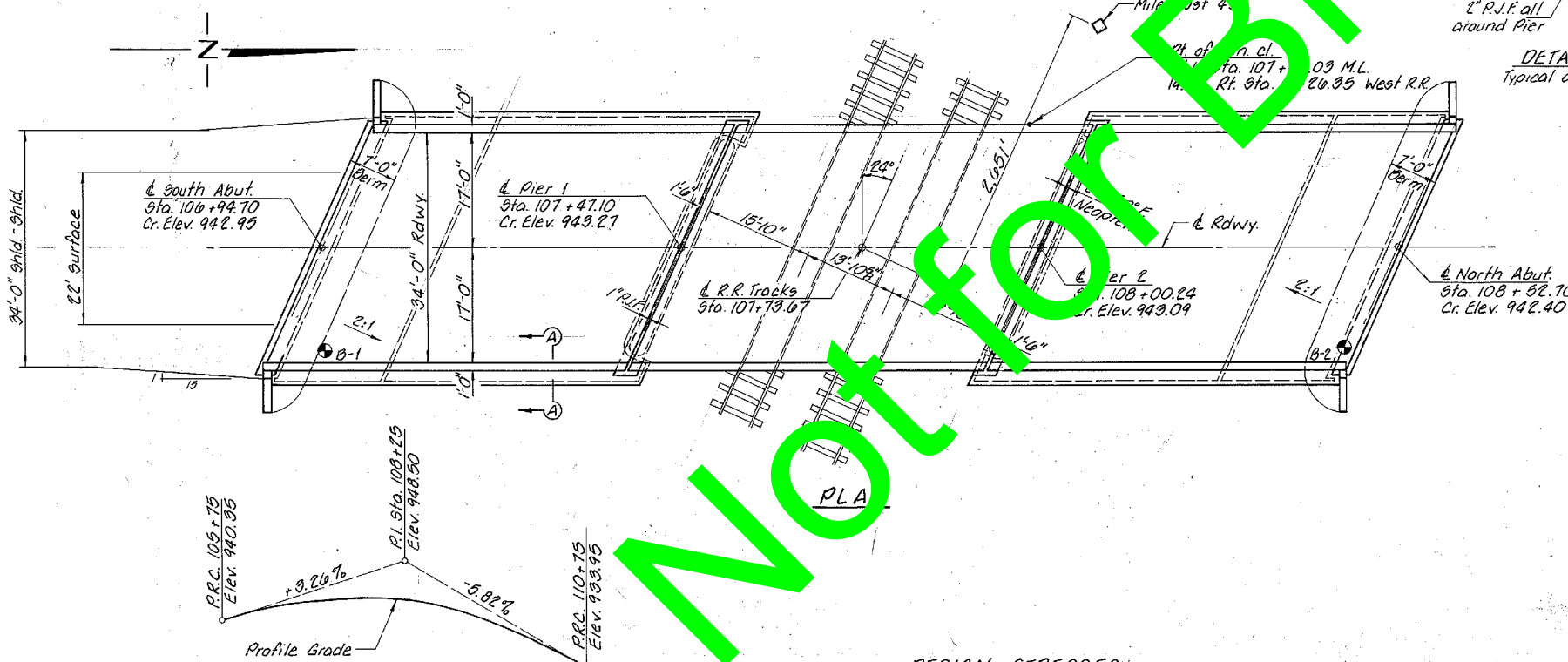


STRUCTURE NO. 045-3124
 C. M. ST. P. & P. RR.
 BUILT 198- BY
 KANE COUNTY
 COOMBS ROAD SEC. 81-08112-00-BR
 STA. 107+79.67 LOADING H920
LETTERING FOR NAME PLATE
 See Std. 2113

GENERAL NOTES
 The contractor shall drive one concrete test pile in a permanent location of the South Abutment as directed by the Engineer before ordering the remainder of piles.

TOTAL BILL OF MATERIAL

ITEM	UNIT	SUPER	SUB	TOTAL
Precast Prestressed Concrete Deck	Sq. Ft.	5,724		5,724
Beams (21" Depth)	Cu. Yd.	29.7	219.6	249.3
Class X Concrete	Pound	2,450	23,780	26,230
Reinforcement Bars	Each		1	1
Name Plates	Lin. Ft.		270	270
Concrete Piles	Each		1	1
Test Pile Concrete	Sq. Yd.	0.07		0.07
Waterproofing Membrane System	Lin. Ft.	4.33		4.33
Portland Cement Mortar Fairing Course	Cu. Yd.		2.90	2.90
Structure Excavation	Lin. Ft.	40		40
Neoprene Expansion Joint (2")	Ton	0.9		0.9
Bituminous Mixture Complete	Sq. Yd.		4.00	4.00



HIGH RAIL PROFILE (North Rail)

West	920	30	20	10	0	10	20	30	40	50	60	East	920
	918.86			918.55		918.33			917.89				915

DESIGN STRESSES
 $f'_c = 5,000$ p.s.i. (Prestressed Beams)
 $f'_{ci} = 4,000$ p.s.i. (Prestressed Beams)
 $f_c = 1,400$ p.s.i. (Class X Concrete)
 $f'_s = 270,000$ p.s.i. (Prestressed Strands)
 $f_{si} = 189,000$ p.s.i. (Prestressed Strands)
 $f_s = 20,000$ p.s.i. (Reinf. Bars ~ Field Units)
 $f_y = 60,000$ p.s.i. (Reinf. Bars ~ Precast Units)
 $n = 9$ (Class X Concrete)
 LOADING H920-44
 DESIGN SPECIFICATIONS: 1977 AASHTO 4
 1978 to 1983 Interims.
 25#/39 Ft. included in dead load for future wearing surface.

I certify that to the best of my knowledge, information and belief, this bridge design is structurally adequate for the design loading shown on the plans. The design is an economical one for the style of structure and complies with requirements of the current "AASHTO Standard Specifications for Highway Bridges."

Fred J. Stone Jr.
 ILLINOIS STRUCTURAL NO. 2994



GENERAL PLAN & ELEVATION
 SECTION 81-08112-00-BR
 ELGIN & PLATO ROAD DISTRICTS
 KANE COUNTY
 STATION 107+79.67

COLLINS AND RICE
 CONSULTING ENGINEERS

DESIGNED: J.K.K. CHECKED: F.B.
 DRAWN: M.G. DATE: 3-22-83 NO. 1095

Revised 10-19-83

FILE NAME = 160118-sht-bridge.DGN	USER NAME =	DESIGNED - D.W.T.	REVISED -
HAMPTON, LENZINI AND RENWICK, INC. 3035 STEVENSON DRIVE, SUITE 201 SPRINGFIELD, ILLINOIS 62703 ILLINOIS PROFESSIONAL DESIGN FIRM LS / PE / SE CORP. 184.000959	PLOT SCALE =	CHECKED - S.W.M.	REVISED -
PLOT DATE = 5/26/2016		DRAWN - D.A.B.	REVISED -
		CHECKED - S.W.M.	REVISED -

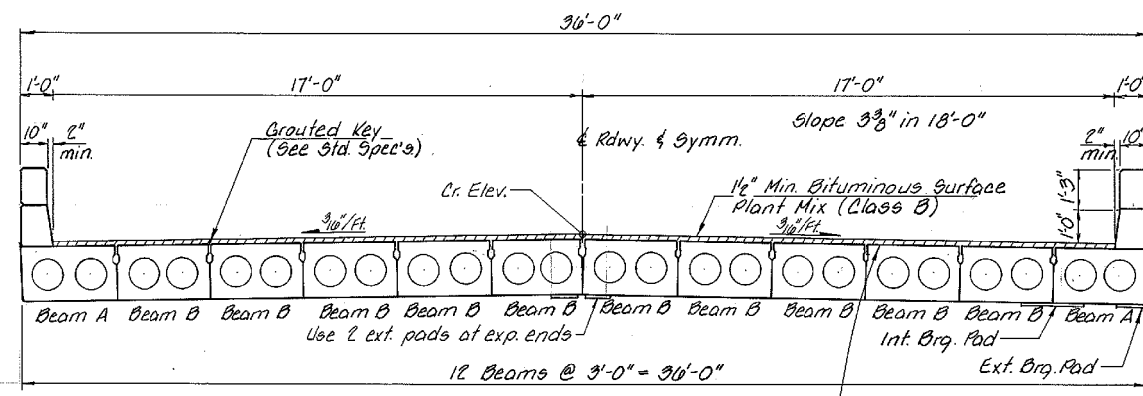
KANE COUNTY
 DIVISION OF TRANSPORTATION

EXISTING STRUCTURE PLANS
 STRUCTURE NO. 045-3124

SHEET NO. 5 OF 8 SHEETS

T.R.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
170	16-08112-02-BR	KANE	9	6
COOMBS ROAD OVER DM&E RR			CONTRACT NO.	
ILLINOIS FED. AID PROJECT				

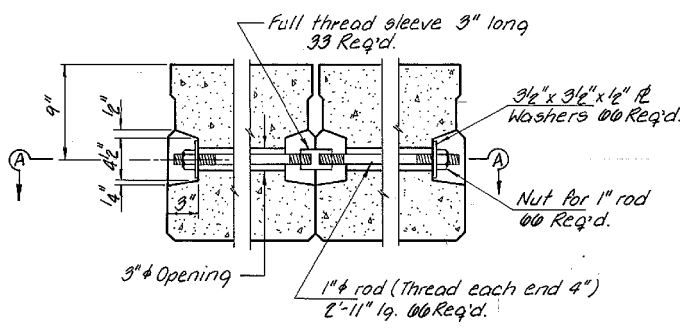
ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
170	16-08112-02-BR	KANE	9	7
COOMBS ROAD OVER DM&E RR		CONTRACT NO.		
ILLINOIS PROJECT		ILLINOIS FED. AID PROJECT		



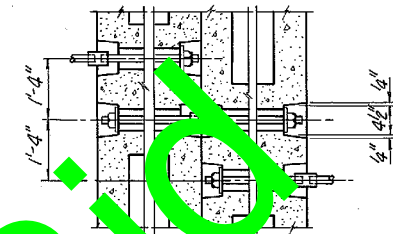
CROSS SECTION

Note: The top surface of the beams shall be finished in accordance with Article 505.06 of the Standard Specifications except that the surface shall not be roughened by brooming. The finished surface shall be free of depressions or high spots with sharp corners, and the top edge of keys shall be rounded or chamfered a minimum of 1/4".

Note: A Calcium Nitrite Corrosion Inhibitor, as covered in the Special Provisions, shall be used in the concrete for precast prestressed concrete deck beams.



TRANSVERSE TIE BAR ASSEMBLY



SECTION A-A

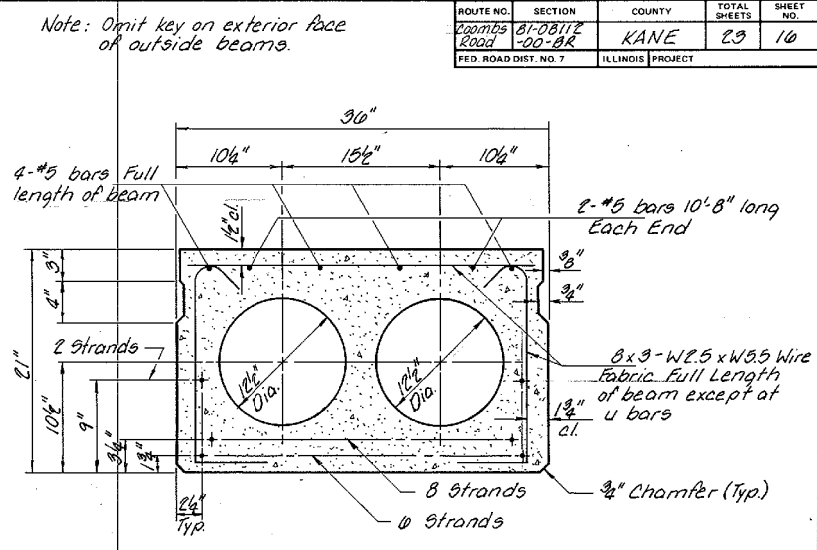
NOTES

Prestressing steel shall be non-galvanized high strength, stress-relieved 7-wire strand, Grade 270. The nominal diameter shall be 1/2" and the nominal cross-sectional area shall be 0.153 sq. in. Lifting loops shall be T-wire stress relieved, 2-1/2" - 270 k.s.i. strands.

The 1" rods in the transverse tie assembly shall be tightened to a snug fit & the threads set. Pockets that receive tie rods on outside shall be filled with grout after ties are in place.

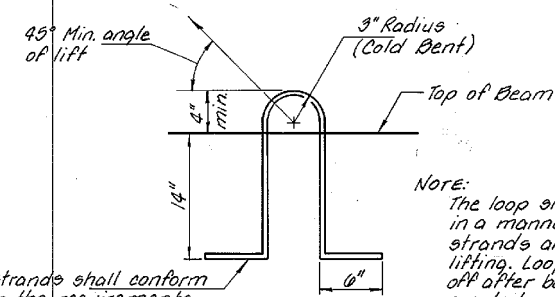
Reinforcement bars shall conform to AASHTO: M-31 or M-53, Grade 60.

The bearing seat surfaces shall be adjusted by shimming to assure firm and even bearing. Two 1/2" fabric adjusting shims of the dimensions of the Exterior Bearing Pad shall be provided for each bearing.



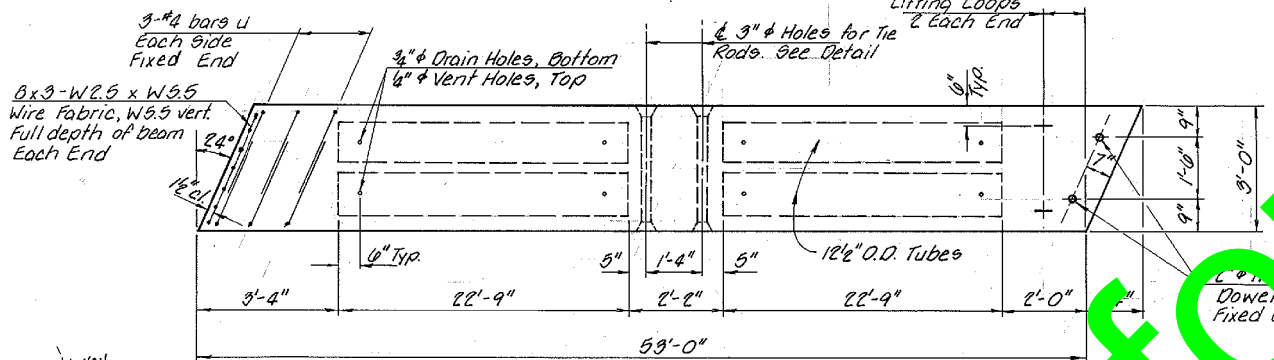
TYPICAL SECTION THRU BEAM

1/2" #5 strands stressed to 28,900 Lbs. Each. Place strands symmetrically about beam. Use standard grid pattern.

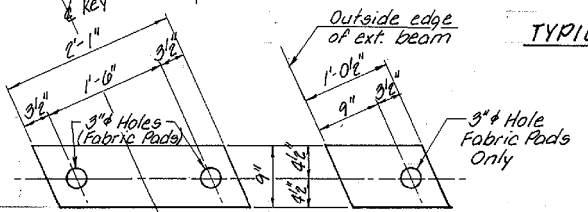


LIFTING LOOP DETAIL

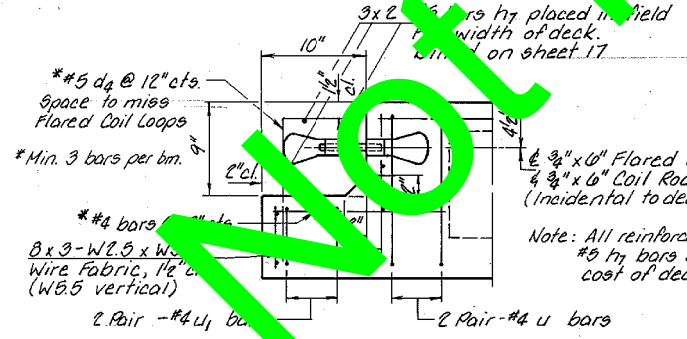
Approved alternate may be substituted for the above.



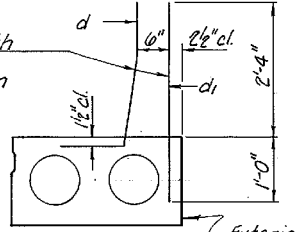
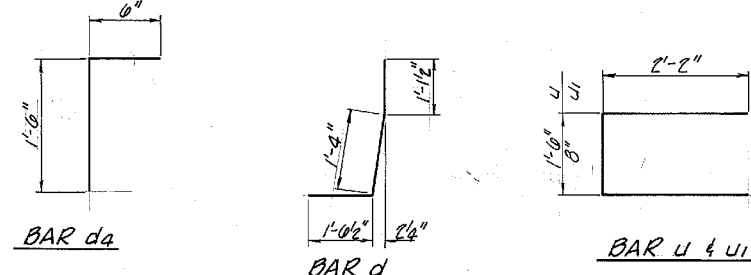
TYPICAL PLAN OF BEAMS



BEARING PAD DETAILS

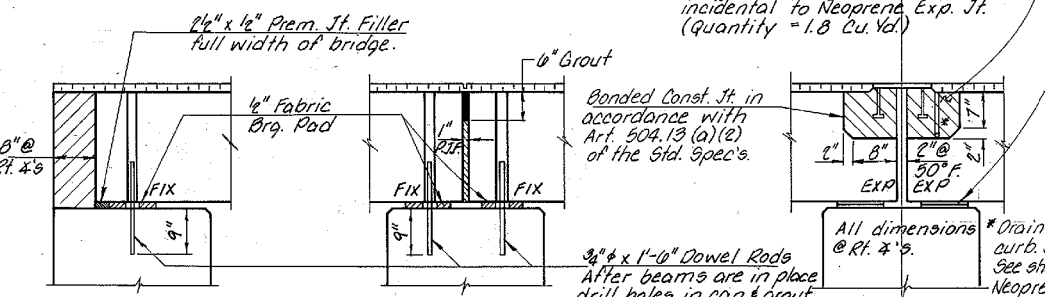


END OF BEAM AT PIER 2



BEAM A

Hatched area to be poured after beams have been erected and joints grouted. Class X Concrete incidental to Neoprene Exp. Jt. (Quantity = 1.8 Cu. Yd.)



SECTION AT ABUTMENTS SECTION AT PIER 1 SECTION AT PIER 2

BILL OF MATERIAL

ITEM	UNIT	QUANTITY
Precast Prestressed Concrete Deck Beams (21" Depth)	Sq. Ft.	5,724
Portland Cement Mortar Fairing Course	Lin. Ft.	438
Waterproofing Membrane System	Sq. Yd.	607
Bituminous Mixture Complete	Ton	69

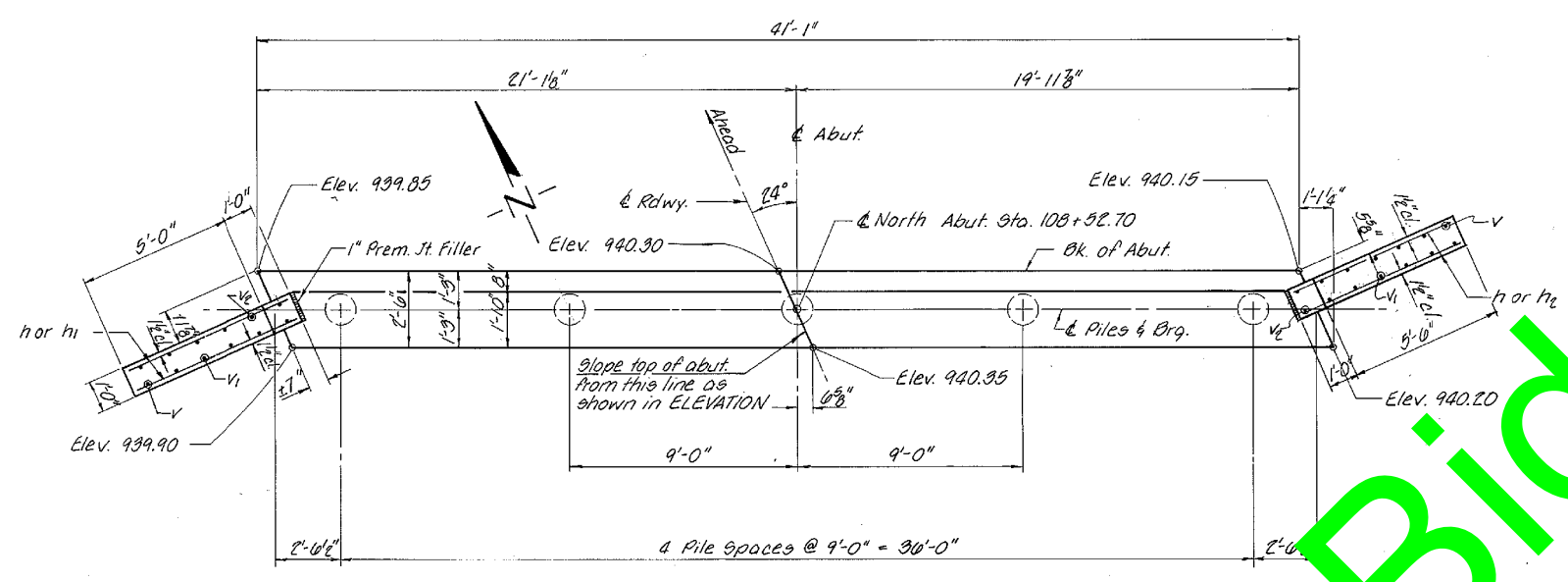
Note: Ends of beams shall be aligned at the expansion joints. Any linear variation in the beam lengths shall be placed at the fixed joint. 1/2" x 6" Std. Bolts at 12" cts.

SUPERSTRUCTURE
SECTION 81-08112-00-BR
ELGIN & PLATO ROAD DISTRICTS
KANE COUNTY
STATION 107+73.67

COLLINS AND RICE
CONSULTING ENGINEERS

DESIGNED J.K.K. CHECKED F.S.
DRAWN M.G. DATE 3-22-83 NO. 1095

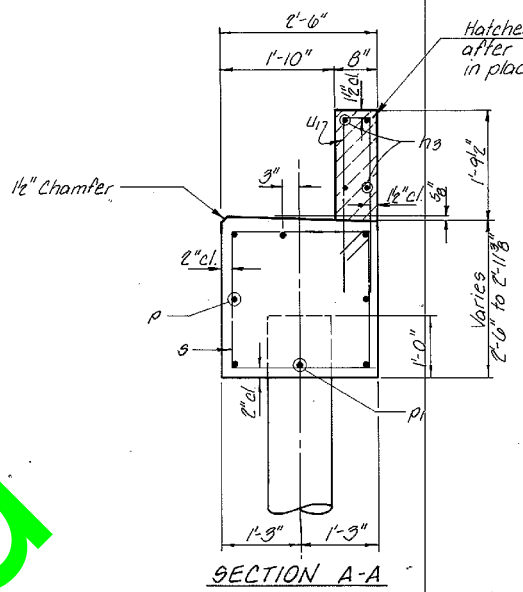
ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
170	16-08112-02-BR	KANE	23	20
FED. ROAD DIST. NO. 7			ILLINOIS PROJECT	



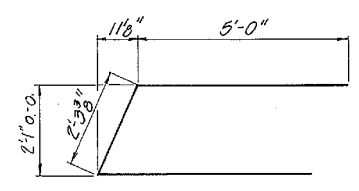
PLAN

Note: Elevations shown in PLAN are to top of cap.

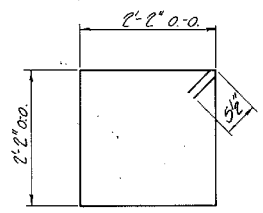
Note: Bars indicated thus 7x2-#9 c.c. indicates 7 lines of bars with 2 lines per line.



SECTION A-A



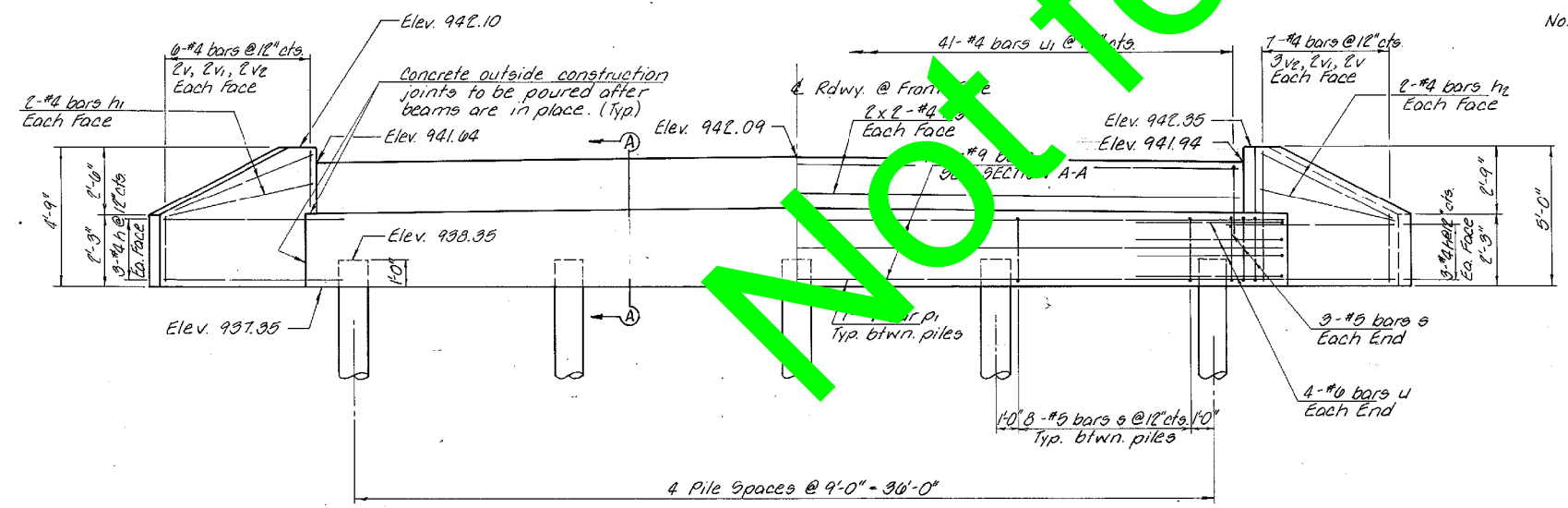
BAR U



BAR S

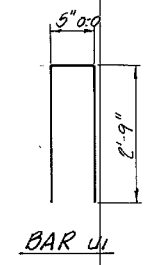
MIN. BAR LAPS

#9	3'-10"
#4	1'-2"



ELEVATION (LOOKING NORTH)

Note: Extend h bars into pile cap.



BAR U

BILL OF MATERIAL - NORTH ABUT.

BAR NO.	SIZE	LENGTH	SHAPE
p	#4	2'-3"	—
p1	#4	7'-7"	—
v	#4	2'-1"	—
v1	#4	3'-1"	—
v2	#4	4'-1"	—
h	#4	7'-6"	—
h1	#4	4'-9"	—
h2	#4	5'-3"	—
h3	#4	20'-11"	—
u	#4	18'-8"	—
u1	#4	5'-11"	—
s	#5	9'-7"	—
Class X Concrete			Cu. Vol. 14.1
Reinforcement Bars			Pound 2,110
Concrete Piles			Lin. Ft. 150

See sheet 23 for pile details.

PILE DATA

Type	Concrete
No. Required	5
Capacity	41 Tons/Pile
Est. Length	30 Feet/Pile

NORTH ABUTMENT
SECTION 81-08112-00-BR
ELGIN & PLATO ROAD DISTRICTS
KANE COUNTY
STATION 107+73.67

COLLINS AND RICE
CONSULTING ENGINEERS

DESIGNED J.K.K. CHECKED F.S.
DRAWN M.G. DATE 3-22-83 NO. 1095

FILE NAME = 160118-sht-bridge.DGN	USER NAME =	DESIGNED - D.W.T.	REVISED
HAMPTON, LENZINI AND RENWICK, INC.		CHECKED - S.W.M.	REVISED -
3035 STEVENSON DRIVE, SUITE 201 SPRINGFIELD, ILLINOIS 62703 ILLINOIS PROFESSIONAL DESIGN FIRM LS / PE / SE CORP. 184.000959	PLOT SCALE =	DRAWN - D.A.B.	REVISED -
	PLOT DATE = 5/26/2016	CHECKED - S.W.M.	REVISED -

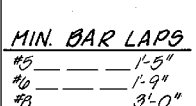
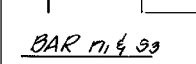
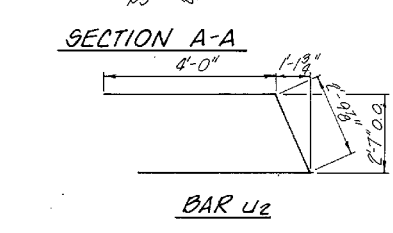
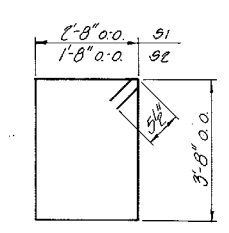
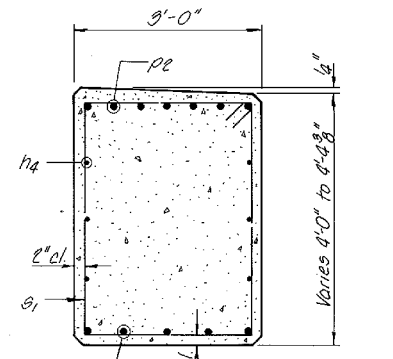
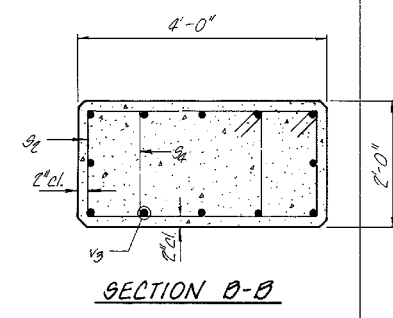
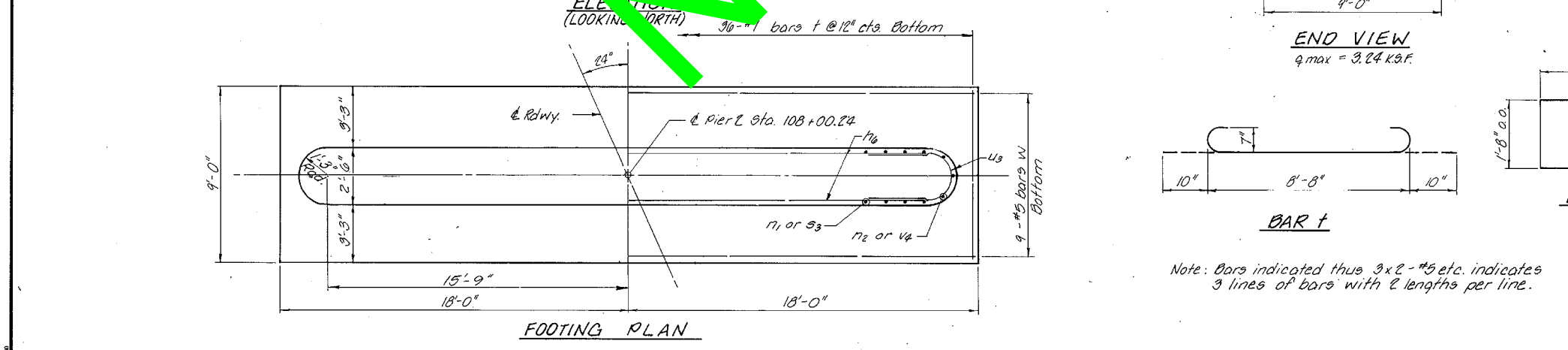
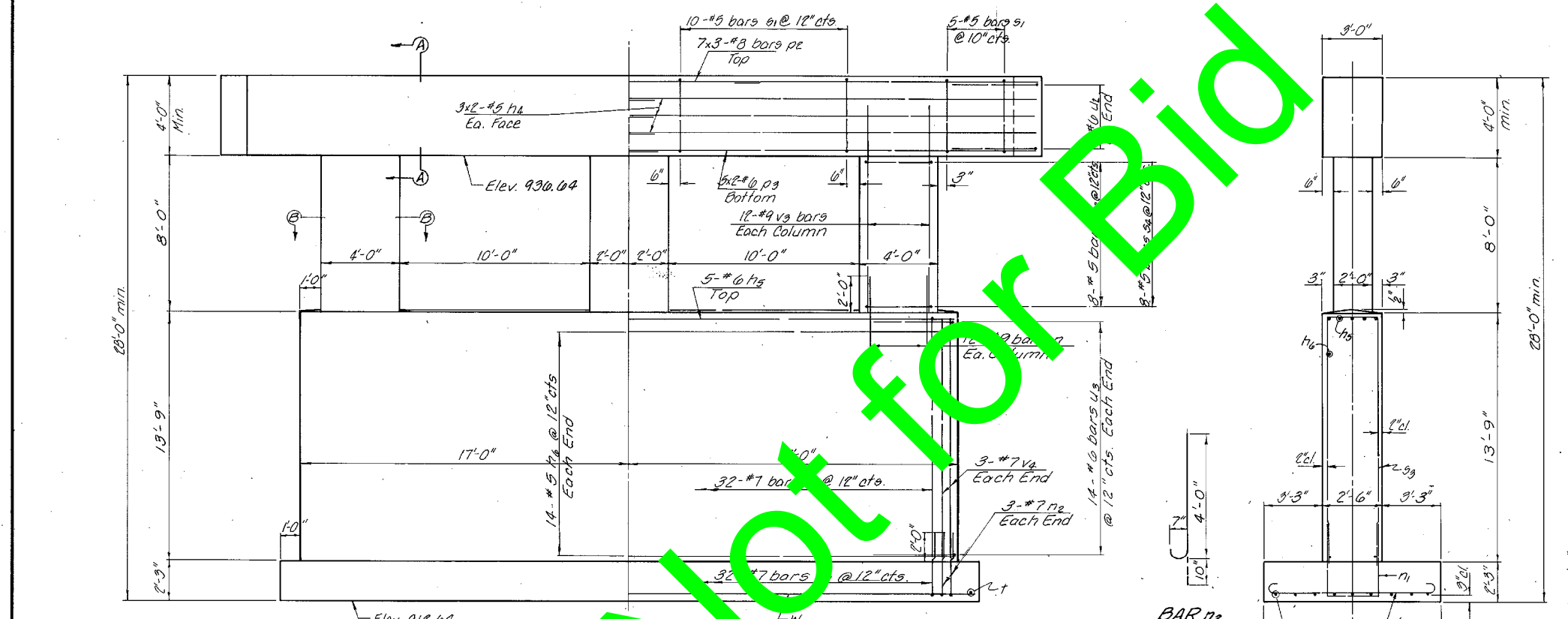
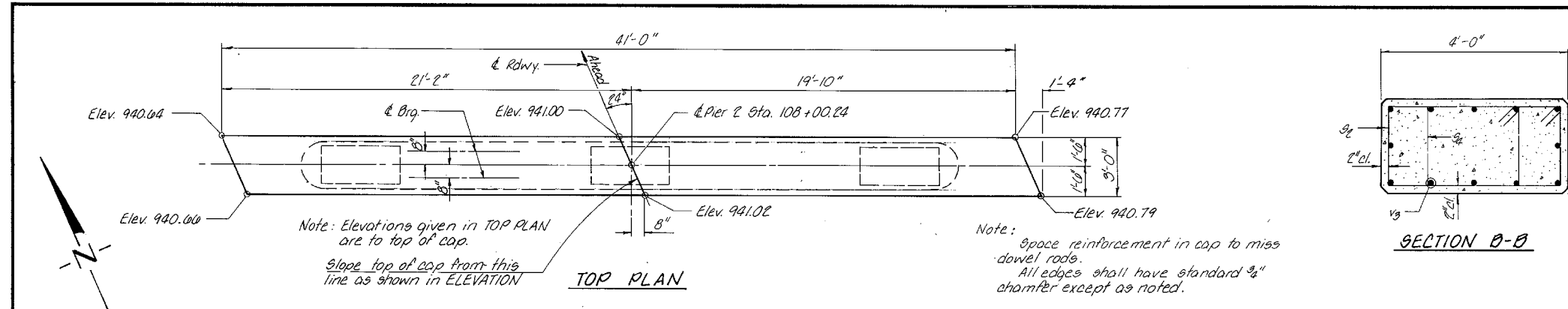
KANE COUNTY
DIVISION OF TRANSPORTATION

EXISTING STRUCTURE PLANS
STRUCTURE NO. 045-3124

SHEET NO. 7 OF 8 SHEETS

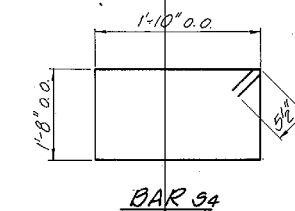
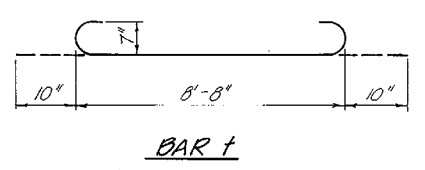
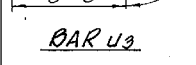
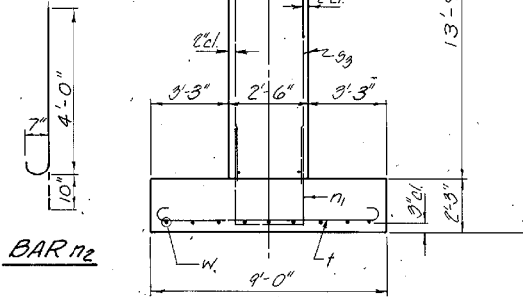
T.R.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
170	16-08112-02-BR	KANE	9	8
COOMBS ROAD OVER DM&E RR			CONTRACT NO.	
ILLINOIS FED. AID PROJECT				

ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
Coombs Road	81-08112-00-BR	KANE	23	22
FED. ROAD DIST. NO. 7		ILLINOIS PROJECT		



BILL OF MATERIAL - PIER 2

BAR NO.	NO.	SIZE	LENGTH	SHAPE
n2	12	#5	21'-1"	
n3	5	#6	31'-6"	
n6	28	#5	31'-6"	
n	30	#9	4'-0"	
n1	32	#7	10'-2"	
n2	6	#7	4'-10"	
n2	21	#3	15'-7"	
n3	10	#8	21'-3"	
s1	30	#5	13'-7"	
s2	24	#5	11'-7"	
s3	32	#7	29'-2"	
s4	24	#5	7'-11"	
t	30	#7	10'-4"	
u2	8	#6	10'-10"	
u3	28	#6	9'-5"	
v3	30	#9	11'-0"	
v4	6	#7	13'-6"	
w	9	#5	35'-8"	
Class X Concrete		Cu. Yd.	96.0	
Reinforcement Bars		Round	9780	
Structure Excavation		Cu. Yd.	120	



Note: Bars indicated thus 3x2-#5 etc. indicates 3 lines of bars with 2 lengths per line.

PIER 2
SECTION 81-08112-00-BR
ELGIN & PLATO ROAD DISTRICTS
KANE COUNTY
STATION 107+73.67

COLLINS AND RICE
CONSULTING ENGINEERS
DESIGNED J.K.K. CHECKED F.S.
DRAWN M.G. DATE 3-22-83 NO. 1095

Revised 10-19-83

FILE NAME = 160118-sht-bridge.DGN
HAMPTON, LENZINI AND RENWICK, INC.
3035 STEVENSON DRIVE, SUITE 201
SPRINGFIELD, ILLINOIS 62703
ILLINOIS PROFESSIONAL DESIGN FIRM
LS / PE / SE CORP. 184.000959

USER NAME =
PLOT SCALE =
PLOT DATE = 5/26/2016

DESIGNED - D.W.T.
CHECKED - S.W.M.
DRAWN - D.A.B.
CHECKED - S.W.M.

REVISED -
REVISED -
REVISED -
REVISED -

KANE COUNTY
DIVISION OF TRANSPORTATION

EXISTING STRUCTURE PLANS
STRUCTURE NO. 045-3124

SHEET NO. 8 OF 8 SHEETS

T.R.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
170	16-08112-02-BR	KANE	9	9
COOMBS ROAD OVER DM&E RR		CONTRACT NO.		
ILLINOIS FED. AID PROJECT				