



**NOTICE TO BIDDERS,
SPECIFICATIONS, CONTRACT
AND CONTRACT BOND
FOR
HIGHWAY IMPROVEMENT
County of Cook, Illinois**

John J. Beissel, P.E.
Acting Superintendent of Highways

Toni Preckwinkle
Cook County Board President

Maria de Lourdes Coss, CPPO
Chief Procurement Officer

Letting DECEMBER 21, 2011

SECTION: 09-W7441-02-RS on Route No. W74

Known as MOUNT PROSPECT ROAD
NORTHWEST HIGHWAY TO BUSSE AVENUE

COOK COUNTY PURCHASING CONTRACT NO. 11-28-172

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from CCHD's Bureau of Contract Documents.

BIDDERS MUST RETURN THE ENTIRE PROPOSAL
(See instructions inside front cover)

Proposal Submitted by:

<input checked="" type="checkbox"/> Bid Bond is included	<input type="checkbox"/> A Cashier's Check or a Certified Check is Included
--	---

Name Arrow Road Construction Company Phone No. (847) 437-0700

Address 3401 S. Busse Rd., P.O. Box 334

City Mt. Prospect State IL Zip Code 60056

Special Notice Regarding CCHD Proposals, Authorization To Bid & Requests For Plans & Proposals



ABOUT CCHD PROPOSALS

All Proposals issued by CCHD are potential bidding proposals. All proposals must be prequalified through Contract Documents before being allowed to bid. Certifications of Eligibility and Affidavits Availability are required, a proposal signature sheet and a Proposal Bid Bond are required for Prime Contractors submit a bid after written AUTHORIZATION TO BID has been issued by CCHD.

ABOUT AUTHORIZATION TO BID

WHO CAN BID? Bids will be accepted from only those companies that request and receive Authorization to Bid from CCHD. To request authorization, a potential bidder must contact the Contract Document office at 312-603-1830

WHAT CONSTITUTES AUTHORIZATION TO BID? When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested for bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a Proposal Denial and/or Authorization Form that indicates which items have been approved for Bidding. If Authorization to Bid cannot be approved, the Proposal Denial and/or Authorization Form will indicate the reason for denial.

FIRMS UNSURE AS TO AUTHORIZATION STATUS: Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. All documents and requests for authorization for bid must be submitted prior to the date advertised for the Project cutoff time on the website. Firms unsure as to authorization status should call the Contract Document Office at 312-603-1830.

ABOUT REQUESTS FOR PLANS & PROPOSALS

To request the forms used for ordering plans and proposals are issued through contact Contract Document office at 312-603-1830. Plans may also be downloaded at <ftp://130.94.31.166/> (user name: highway; password ftpt3st). Proposals may also be downloaded at <http://198.65.148.209/purchasing/bids/listallhighway.php> (follow online instructions to register, if you have not already). If requesters follow the instructions printed on the document it will help save time, eliminate errors and expedite the processing of requests.

Requests for plans and proposals will not be honored unless submitted on the proper form.

NOTICE

NO AUTHORIZATION TO BID WILL BE ISSUED UNTIL A COMPLETED AUTHORIZATION BID FORM HAS BEEN AND THE CERTIFICATE OF ELIGIBILITY AND AFFIDAVIT OF AVAILABILITY HAS BEEN FILED WITH THE CONTRACT DOCUMENT OFFICE.

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COUNTY OF COOK

CHICAGO, ILLINOIS
NOTICE*TO CONTRACTORS FOR A COUNTY HIGHWAY IMPROVEMENT*

Notice is hereby given that sealed proposals for a County Highway Improvement in the County of Cook, Illinois, as described below, will be received at the Office of the Purchasing Agent, 118 North Clark Street Room 1018, Chicago, Illinois

until Wednesday, December 21, 2011 at 10:00 A.M. (Local Time) and then publicly opened and read aloud

Improvement Mount Prospect Road Township Elk Grove

From Northwest Highway To Busse Avenue

Route W74 Section 09-W7441-02-RS

Cook County Purchasing Contract No. 11-28-172

LOCATION OF IMPROVEMENT

The proposed improvement is part of the public highway system in the County of Cook, State of Illinois, located by section and route before mentioned, and is indicated on the map showing the County Highway System on file in the office of the County Clerk and also in the office of the Illinois Department of Transportation, Division of Highways, Springfield, Illinois.

The improvement to Mount Prospect Road begins at Sta. 2+70.00, a point on the centerline of Mount Prospect Road approximately 105 feet north of the centerline of Northwest Highway and extends in an northerly direction to Sta. 31+52.00, a point on the centerline of Mount Prospect Road approximately 75 feet north of the centerline of Busse Avenue, for a total distance of 2,860.00 feet (0.54 miles) to be improved. This improvement lies within the Village of Mount Prospect and the City of Des Plaines, Cook County, Illinois.

DESCRIPTION OF IMPROVEMENT

This is a Quality Control/Quality Assurance Project utilizing Hot-Mix Asphalt mixes.

The improvements to Mount Prospect Road between Northwest Highway and Busse Avenue consist of milling of the existing asphalt surface to a depth of 2 ¼ In., repair of the pavement base with Class D Patches, 9 In. and resurfacing with ¾ In. Polymerized Leveling Binder (Machine Method), IL-4.75, N50 and 1 ½ In. Hot-Mix Asphalt Surface Course, Mix "D", IL-12.5 or 9.5, N70. Also included is removal and replacement of damaged Combination Concrete Curb And Gutter, Type B-6.24, as required, drainage additions and adjustments, replacement of traffic signal loop detectors, as required, pavement markings, restoration of the parkway with topsoil and sodding, sidewalk removal and replacement to accommodate the installation of Detectable Warnings, Traffic Protection and other related road work as required to complete the improvement.

**COOK COUNTY HIGHWAY DEPARTMENT
SPECIAL PROVISION CHECK LIST**

EFFECTIVE July 1, 2011 v2011.2

**Mount Prospect Road
Northwest Highway to Busse Avenue
Section: 09-W7441-02-RS**

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	1	Definition of Terms, Information for Bidders	(CC) Dec. 28, 2009
X	2	Bidding Requirements and Conditions For Contract Proposals	(IL-CC) Dec. 28, 2009
X	3	* Pre-Bid Meeting	(CC) July. 1, 2011
X	4	* Wages of Employees on Public Works	(IL-CC) Dec. 28, 2009
	5	Alternate Proposal/Ordinance	(CC) Dec. 28, 2009
X	6	Responsible Bidder Requirement (Non-Federal Aid)	(IL) Jan. 1,2006
	7	Required Contract Provisions (Federal Aid Only)	(IL-CC) Jan. 1, 2007
X	8	* Required Disadvantaged Business Participation	(IL-CC) Dec. 28, 2009
X	9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)	(IL-CC) Dec. 28, 2009
X	10	Insurance Requirements	(CC) Jan. 13, 2011
	11	* Railroad Protective Liability Insurance	(IL-CC) Dec. 28, 2009
X	12	* Indemnification	(CC) Dec. 28, 2009
X	13	Joint Venture Forms	(CC) Dec. 28, 2009
X	14	Addendum Receipt	(CC) Dec. 28, 2009
	15	ARRA Provisions	(IL) April 1, 2009
	16	* Combination Bidding Process	(IL-CC) Jan. 1, 2006
X	17	Prompt Pay Mechanisms	(CC) Dec. 28, 2009
	18-22	Not Used	
X	23	Contract Claims	(IL-CC) Jan. 1, 2007
X	24	Pre-Construction Conference	(CC) Mar. 18, 1980
	25	Mobilization	(CC) Aug. 24, 2009
X	26	Contract Extra Work (Non-Federal Aid)	(CC) Dec. 1, 2009
X	27	Diesel Vehicle Emissions Control (Green Construction Ordinance)	(CC) Dec. 1. 2009
X	28	Processing of Extra Work Payment Requests	(CC) May 1, 1997
	29	Construction Layout Stakes and Survey Control Points	(CC) Jan. 1, 2003
	30	* Municipal Coordination/Transfer of Jurisdiction and/or Maintenance	(CC) July 15, 2000
X	31	Engineer's Field Office	(CC) Sept. 15, 2005
	32	Not Used	
X	33	Construction Debris	(CC) July 1, 2006
	34	Clean Construction and Demolition Debris	(CC) Dec. 1, 2010
	35-45	Not used	

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	46	Managing Concrete Waste	(CC) Jan 1, 2009
X	47	Cement	(IL) July 1, 2011
X	48	Quality Control / Quality Assurance of Concrete Mixtures	(IL) July 1, 2011
	49	Class B Patches, Special	(CC) Jan. 1, 2008
	50	Class C Patches, Special	(CC) Jan 1, 2008
	51	Pavement Removal and Replacement (10.0 Inch)	(CC) Jan 1, 2008
	52	Dowel Bars	(CC) Jan 1, 2008
	53	Structural Fiber Reinforced P.C. Concrete Bus Pad (4 Inch)	(CC) Jan 1, 2008
	54	P.C.C. Bonded Overlay (4 Inch)	(CC) Jan. 1, 2007
	55	Diamond Grinding Concrete Pavement	(CC) Jan. 1, 2007
	56	Saw-Cutting Thin Bonded Concrete Overlay	(CC) Jan. 1, 2007
X	57	Hot-Mix Asphalt Density Testing of Longitudinal Joints	(IL) July 1, 2011
X	58	Hot-Mix Asphalt Plant Test Frequency	(IL) April 1, 2008
X	59	Hot-Mix Asphalt Transportation	(IL) April 1, 2008
X	60	Crack Routing and Sealing	(IL-CC) Jan 1, 2008
	61	Hot-Mix Asphalt Surface Course, Rubber Modified	(CC) Jan 1, 2008
	62	Rubberized Asphalt Material	(CC) Jan 1, 2008
	63	Pavement Thickness Deficiency	(CC) March 1, 2008
	64-65	Not used	
	66	Survey Monuments	(CC) April 1, 2008
	67	Soils Information	(CC) July 1, 2011
	68	Embankment	(CC) Mar. 6, 2003
	69	Borrow Excavation	(CC) July 1, 2000
	70	Crushed Stone (Temporary Use)	(CC) Jan 1, 2008
	71	Aggregate Subgrade, 12"	(IL) August 1, 2008
	72	Porous Granular Embankment, Subgrade	(IL-CC) December 1, 2009
	73	Expanded Polystyrene Fill	(CC) May 1, 2003
	74	Cellular Concrete Fill	(CC) July 1, 2006
	75	GEO-GRID Subgrade Reinforcing Mat	(CC) May 1, 2003
	76	Earth Excavation (Special)	(CC) July 1, 2011
	77	P.C.C. Surface Finish	(CC) April 7, 2010
	78	Traffic Barrier Terminal, Type 1, Special	(IL-CC) Jan. 1, 2008
X	79	*Scheduling and Landscaping	(CC) Jan 1, 2008
	80	Steel Plate Beam Guardrail	(IL-CC) Aug. 1, 2007
	81-89	Not used	
X	90	Hot Mix Asphalt Mixtures IL – 4.75	(IL) Jan. 1, 2008
X	91	Reclaimed Asphalt Pavement (RAP)	(IL) July 1, 2011

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	92	Cutting Hot-Mix Asphalt Surface	(CC) Jan. 1, 2008
X	93	Hot Mix Asphalt Driveway Surface Removal	(CC) Jan 1, 2008
X	94	Temporary Butt Joints	(CC) Jan 1., 2008
	95	Hot Mix Asphalt Stabilized Subbase	(CC) Jan 1, 2008
	96	Hot-In-Place Asphalt Recycling	(CC) July 1, 2011
	97	Expanding Polystyrene Injection	(CC) Jan 1, 2008
	98-100	Not used	
X	101	Treatment of Cracks	(CC) Jan. 1, 2008
	102	Strip Reflective Crack Control Treatment, Special	(CC) May 1, 2003
	103	Cold Recycled Bituminous Base Course	(CC) Oct. 1, 2009
	104	Temporary By-Pass Pavement	(CC) Jan 1, 2008
	105	Temporary By-Pass Pavement (for use in projects utilizing Federal Aid)	(CC) July 1, 2011
	106-116	Not used	
	117	Approach Slab Repair	(IL-CC) Nov. 26, 2007
	118	Asbestos Waterproofing Membrane & Asbestos Hot Mix Asphalt Surface Removal	(IL) Jan 2, 2007
	119	Piling	(CC) Jan. 22, 2010
	120	Segmental Concrete Block Wall	(CC) Oct. 4, 2010
	121	Temporary Soil Retention System	(IL) May 11, 2009
	122	Steel Structures	(CC) Nov. 21, 2007
	123	Cleaning and Painting New Metal Structures	(IL) May 11, 2009
	124	Cleaning and Painting Existing Steel Structures	(IL) May 11, 2009
	125	Containment and Disposal of Lead Paint Cleaning Residues	(IL) March 6, 2009
	126	Fine or Coarse Aggregate Embankment	(CC) Jan. 12, 2003
	127	Strip Seal Joint Assembly with Elastomeric Concrete Headers	(CC) April 1, 2003
	128	Drainage System	(IL) Jan. 1, 2007
	129	Grating	(CC) July 1, 2011
	130	Silicone Bridge Joint Sealer	(IL) Jan. 1, 2007
	131	Not used	
	132	Deck Slab Repair	(IL) Oct. 9, 2009
	133	Bridge Deck Latex Concrete Overlay	(IL) May 11, 2009
	134	Surface Finish	(IL-CC) Jan. 1, 2007
	135-136	Not used	
	137	Welded Wire Fabric, Epoxy Coated	(CC) Nov. 21, 2007
	138	Permanent Steel Sheet Piling	(IL) Jan. 1, 2007
	139	Temporary Sheet Piling	(IL) Jan. 1, 2007
	140	Precast Concrete Junction Chambers	(CC) Nov. 1, 2007
	141	Jack and Remove Existing Bearings	(IL) Jan. 1, 2007

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
142	Jacking Existing Superstructure	(IL) Jan. 1, 2007
143	Junction Chamber	(CC) Jan. 1, 2007
144	Neoprene Expansion Joint Removal	(CC) Oct. 10, 1995
145	Structural Repair of Concrete	(IL) May 11, 2009
146	Polymer Modified Portland Cement Mortar	(IL) June. 1, 2007
147	Concrete Wearing Surface	(IL) Jan. 12, 2009
148	Sheet Waterproofing Membrane System	(CC) Nov. 19, 1999
149	Chain Link Fence (Modified)	(CC) Jan. 1, 2004
150-155	Not used	
156	Storm Sewer, (Ductile Iron Pipe) and Storm Sewers, (Extra Strength Vitrified Clay Pipe) in the City of Chicago	(CC-IL) October 20, 2009
157	Water Main for Installation in the City of Chicago	(CC-IL) Dec. 21, 2009
158	Frames, City Electric in the City of Chicago	(CC-IL) April 14, 2009
159	Lids, City Electric in the City of Chicago	(CC-IL) April 14, 2009
160	Lids and Lids, ADA Compliant in the City of Chicago	(CC-IL) April 14, 2009
161	Various City Drainage and Utility Structure Adjustments in the City of Chicago	(CC-IL) Dec. 21, 2009
162	Storm Sewer (Ductile Iron Pipe and Vitrified Clay Pipe) Installation	(CC-IL) Dec. 1, 2007
163	Boring and Jacking Storm Sewers, Sanitary Sewers or Water Mains	(CC) Dec. 1, 2007
164	Storm Sewers Jacked in Place (Over 36 In. Dia.)	(CC) Dec. 21, 2009
165	Storm Sewer Drilled and Pushed (36 In. Dia. Max.)	(CC) Dec. 1, 2007
166	Storm Sewers, Abandon and Fill	(CC) Dec. 21, 2007
167	Storm Sewer to be Televised	(CC) Dec. 30, 2008
168	Connecting Existing Field Drain Tile	(CC) Dec. 1, 2007
169	Plugging Existing Drains and Sewers	(CC) Dec. 1, 2007
170	Blocking Existing Drains and Sewers	(CC) Dec. 21, 2009
171	Manholes to be Reconstructed, Special; Catch Basins to be Reconstructed, Special; Valve Vaults to be Reconstructed, Special	(CC) Dec. 1, 2007
172	Filling Existing Manholes, Special; Filling Existing Catch Basins, Special; Filling Existing Inlets, Special	(CC) Jan. 1, 2007
173	Manholes, Type A, with Restrictor Plates	(CC) Dec. 1, 2007
174	Pipe Underdrains	(IL-CC) Dec. 30, 2008
175	Lids and Frames and Lids	(CC) Dec. 1, 2007
X 176	Frames and Lids to be Adjusted, Special	(CC) Dec. 21, 2009
177	Headwall Inlet and Grate	(CC) Dec. 1, 2007
178	Flared End Sections to be Removed, Flared End Sections to be Relocated	(CC) Dec. 30, 2008
179	Bracing and Sheeting	(CC) Dec. 1, 2007
180	Pavement Replacement	(CC) July 1, 2011
181-184	Not used	

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	185	* Cooperation With Utilities	(CC) Dec. 21, 2009
	186	Water Valve Boxes to be Adjusted and Domestic Meter Vaults to be Adjusted	(CC) Dec. 21, 2009
	187	Domestic Water Service Boxes to be Adjusted	(CC) Dec. 21, 2009
	188	Filling Existing Valve Vaults	(CC) Dec. 21, 2009
	189	Valve Vaults to be Removed	(CC) Dec. 21, 2009
	190	Water Main Installation	(CC) Dec. 1, 2009
	191	Fire Hydrants Vertical Adjustment	(CC) Dec. 21, 2009
	192	Sanitary Sewer Installation	(CC) Dec. 21, 2009
	193	Sanitary Manholes	(CC) Dec. 21, 2009
X	194	Waterproofing of Sanitary Manholes	(CC) July 1, 2011
	195	Precast Concrete Handling Holes	(IL-CC) Dec. 30, 2008
	196-198	Not used	
X	199	Inlet Filter Cleaning	(CC) Dec. 21, 2009
	200	Cleaning Existing Manholes, Catch Basins or Inlets and Cleaning Existing Storm Sewer and Pipe Culverts	(CC) Dec. 1, 2007
	201	Erosion And Sediment Control Deficiency Deduction	(IL-CC) Dec. 30, 2008
	202	* National Pollutant Discharge Elimination System	(CC) Dec. 21, 2009
X	203	Temporary Erosion Control	(IL-CC) Dec. 30, 2008
	204	Maintaining Drainage and Stream Protection	(CC) Dec. 1, 2007
	205	Storm Water Pollution Separation System (VortSentry)	(CC) Dec. 21, 2009
	206	Storm Water Pollution Separation System (SPECIAL)	(CC) Dec. 1, 2007
	207-210	Not used	
	211	Seeding	(CC) Sept. 1, 2002
X	212	Sodding	(CC) Sept. 1, 2002
	213	Trees To Be Planted	(CC) Jan 1, 2008
	214	Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs	(CC) Sept. 1, 2002
	215	Planting Woody Plants	(CC) Jan. 1, 1997
	216	Seeding, Fine Fescue Blend	(CC) Jan. 1, 2007
	217	Seeding, Class 4B Modified	(CC) Jan. 1, 2007
	218-226	Not used	
X	227	Work Zone Traffic Control	(IL) Jan. 1, 2007
	228	Traffic Control Devices – Detour Routing	(CC) Mar. 6, 2003
	229	Not used	
	230	Polyurea Pavement Marking	(IL) Jan. 1, 2009
X	231	Traffic Protection	(CC) Sept. 5, 2007
X	232	Thermoplastic Pavement Markings	(IL) Jan. 1, 2007
	233	Reflective Sheeting on Channelizing Devices	(IL) Nov. 1, 2008
	234	Type ZZ Retroreflective Sheeting, etc.	(IL) April 1, 2007

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
	235	Retroreflective Sheeting for Highway Signs	(IL) April 27, 2007
X	236	Project Signs Placque	(CC) Nov. 1, 2008
	237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
X	238	Raised Reflective Pavement Marker Removal	(IL) Dec. 1, 2009
	239	Replacement of Raised Reflective Pavement Marker	(IL) Dec. 1, 2009
	240	Temporary Flashing Beacon	(IL) Dec. 1, 2009
X	241	Traffic Signal Work General	(CC) April 1, 2011
	242	Construction at Railroad Crossing	(CC) April 1, 2011
	243	Signal Head, Optically Programmed Signal Head and Pedestrian Signal Head	(CC) April 1, 2011
	244	Signal Head, Light Emitting Diode	(CC) April 1, 2011
	245	Pedestrian Countdown Signal Head, Light Emitting Diode	(CC) April 1, 2011
	246	Traffic Signal Backplate	(CC) April 1, 2011
	247	Illuminated Sign, Light Emitting Diode	(CC) April 1, 2011
	248	Traffic Signal Post, Pedestrian Pushbutton Post	(CC) April 1, 2011
	249	Steel Mast Arm Assembly and Pole and/or Steel Combination Mast Arm Assembly and Pole	(CC) April 1, 2011
	250	Traffic Actuated Controller, Traffic Actuated Controller with Cabinet, Inductive Loop Detector	(CC) April 1, 2011
	251	Master Controller	(CC) April 1, 2011
X	252	Detector Loop	(CC) April 1, 2011
	253	Video Detection System For Temporary Traffic Signal Installation	(CC) April 1, 2011
	254	Pedestrian Pushbutton	(CC) April 1, 2011
	255	Conduit	(CC) April 1, 2011
X	256	Coilable Non-Metallic Conduit	(CC) April 1, 2011
	257	Trench and Backfill for Electrical Work	(CC) April 1, 2011
	258	Electric Cable	(CC) April 1, 2011
	259	Railroad Interconnect Cable	(CC) April 1, 2011
	260	Fiber Optic Cable	(CC) April 1, 2011
	261	System Ground and Grounding Cable	(CC) April 1, 2011
	262	Grounding Existing Handhole Frame and Cover	(CC) April 1, 2011
	263	Service Installation, Pole Mount	(CC) April 1, 2011
	264	Service Installation, Ground Mount	(CC) April 1, 2011
	265	* Electric Service	(CC) April 1, 2011
	266	Handhole	(CC) April 1, 2011
	267	Rebuild Existing Handhole, Rebuild Existing Heavy Duty Handhole, Rebuild Existing Double Handhole	(CC) April 1, 2011
	268	Concrete Foundation	(CC) April 1, 2011
	269	Modify Existing Type "D" Foundation	(CC) April 1, 2011

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
	270 Remove Existing Traffic Signal Equipment	(CC) April 1, 2011
	271 Temporary Traffic Signal Installation	(CC) April 1, 2011
X	272 Maintenance of Existing Traffic Signal Installation	(CC) July 1, 2011
	273 Emergency Vehicle Priority System	(CC) April 1, 2011
	274 Relocate Existing Emergency Vehicle Priority System, Detector Unit	(CC) April 1, 2011
	275 Relocate Existing Emergency Vehicle Priority System, Phasing Unit	(CC) April 1, 2011
	276 Confirmation Beacon System	(CC) April 1, 2011
	277 Re-Optimize Traffic Signal System	(CC) April 1, 2011
	278 Optimize Traffic Signal System	(CC) April 1, 2011
	279 Median Removal and Replacement	(CC) April 1, 2011
	280 Sidewalk Removal and Replacement	(CC) April 1, 2011
	281 Relocate Existing Light Standard and Luminaire Complete in Place	(CC) April 1, 2011
	282 Maintenance Of Lighting System	(CC) April 1, 2011
	283 City Electric Manholes to be Adjusted	(CC) April 1, 2011
	284 Uninterruptible Power Supply (UPS)	(CC) April 1, 2011
	285 Traffic Signal Cabinet Load Switch	(CC) April 1, 2011
	286 Temporary Traffic Signal Timings	(CC) April 1, 2011
	287 Combination Lighting and Traffic Signal Service Installation, Pole Mounted	(CC) April 1, 2011
	288 Illuminated Street Name Sign	(CC) April 1, 2011
	289 Relocate Existing Illuminated Street Name Sign	(CC) April 1, 2011
	290 Video Detection System, Single Camera Processor Video Detection	(CC) April 1, 2011
	291 Video Detection System, Complete Intersection	(CC) April 1, 2011
	292 Radar Presence Detector	(CC) April 1, 2011
	293-300 Not used	

Additional Inserted Special Provisions (As Required)

- 185a Status of Utilities to be Adjusted
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Additional Document Inclusions (Required)

*0 01	Cover Sheet	(CC) July 1, 2011
*0 02	Notice Sheet	(CC) Dec. 28, 2009
*C	Proposal Sheet	(CC) Jan 1, 2008
*D	Proposal Agreements	(CC) Jan. 1, 2008
E	Economic Disclosure Statement	(CC) June 2, 2011
	Instructions, *DBE Documents, Contractor Certifications, Economic and Other Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's Certificate Concerning Labor Standards	
F	Bidder's Signature Sheet	(CC) June 2, 2011
H	Surety's Statement Of Qualification for Bonding	(CC) June 2, 2011
*I	Surety Bond Form	(CC) June 2, 2011
J	Contract	(CC) June 2, 2011
M	Contract Execution Forms	(CC) June 2, 2011
*O	Schedule of Prices Sheets	(CC) May 1, 2003

* Special Provisions marked with an asterisk (*) have information that must be filled in prior to inclusion in the Contract Documents.

Origin of Special Provisions

(CC)	Initiated by Cook County Highway Department
(IL)	Initiated by the Illinois Department of Transportation
(IL-CC)	Initiated by the Illinois Department of Transportation and amended by Cook County Highway Department

<u>Initiating Bureau/Division</u>	<u>Cook County Highway Department Special Provision Catalog Number</u>
Contract Documents Office	1-20
Construction Bureau	21-40
Pavement Geometrics Division	41-114
Structural Division	115-155
Drainage Division	156-210
Landscaping Division	211-225
Transportation and Planning Bureau	226-240
Electrical Division	241-300

**SPECIAL PROVISION
FOR
PRE-BID MEETING**

Prospective bidders are advised that Pre-Bid Meeting will be held at:

Cook County Highway Department

PLACE: 69 W. Washington Street
Suite 2260
Chicago, IL 60602

TIME: 11:00 a.m.

DATE: Tuesday, November 29, 2011

Attendance at this meeting is not a mandatory requirement for bidding on this contract. Attendees are asked to bring a copy of the Proposal Document and Plans, if applicable. All attendees will be asked to have this page of the Proposal Document signed by a representative of the Highway Department on the line below, thus verifying their attendance at the meeting.

The purpose of this meeting is to answer any questions regarding the contract documents or plans. A summary of the meeting discussion will be provided to all prospective bidders prior to the bid opening.

Submitted for signature by:

Cook County Highway Department

BY ORDER
BOARD OF COUNTY COMMISSIONERS
THE COUNTY OF COOK
MARIA DE LOURDES COSS, CPPO
CHIEF PROCUREMENT OFFICER
JOHN J. BEISSEL, P.E.
ACTING SUPERINTENDENT OF HIGHWAYS
DEFINITION OF TERMS

PLANS. The plans herein referred to are those prepared by the Acting County Superintendent of Highways. The plans which cover the proposed improvement are designated by the section and route numbers inscribed herein and include all standard and special designs pertaining to the proposed improvement.

SPECIFICATIONS. The specifications herein referred to are the Standard Specifications for Road and Bridge Construction, Supplemental Specifications, the special provisions and all written agreements and documents of any description pertaining to the method or manner of performing the work and the quantity or quality of materials to be furnished under the contract. The Standard Specifications for Road and Bridge Construction are those prepared by the Department of Transportation of the State of Illinois, adopted January 1, 2007. The Supplemental Specifications are those prepared by the Department of Transportation of the State of Illinois.

INTENT OF PLANS AND SPECIFICATIONS. The intent of those plans and specifications is to prescribe a complete outline of the proposed improvement which the Contractor undertakes to construct in full compliance with the contract. In case of discrepancy, plans shall govern over Standard and Supplemental Specifications and Special Provisions shall govern over plans and specifications.

INFORMATION for BIDDERS

- 1) Bidders are encourage to download the Plans and Specifications on the Cook County website (www.cookcountygov.com) A compact disk containing the Plans and Specifications will be available at the Cook County Building, 118 N. Clark, Chicago, Illinois 60602 at Room 1018. One compact disk per company at no charge.
- 2) If the prospective bidder is in doubt as to the meaning of any part of the plans, specifications of other proposed contract documents, he may submit to the Chief Procurement Officer a written request for an interpretation thereof. The prospective bidder submitting the request will be responsible for the prompt delivery to the Chief Procurement Officer. Any interpretation of the proposal documents will be made by an addendum duly issued and a copy of each addendum will be mailed or delivered to each prospective bidder.
- 3) An estimate of quantities of work to be done and material to be furnished under the specifications will be found in the Schedule of Prices. It is the result of careful calculations and is believed to be correct but is given only as a basis for a comparison of proposals and award of a contract.
- 4) Each prospective bidder must have on file, or file at least seven (7) days prior to the scheduled opening of bids, with the County Superintendent of Highways, sworn statements as to equipment owned and controlled, previous experience and construction work and financial conditions.
- 5) The bidder should include in the bid price in his proposal any taxes such as Occupational, Social Security, Unemployment Compensation, etc., which he might be required to pay in connection with the construction of the proposed improvement. The County of Cook will not reimburse the Contractor for the payment of any such taxes.
- 6) The Board of County Commissioners for The County of Cook reserves the right to reject any or all proposals and to waive technicalities of form. Proposals may be rejected if current work being performed for The County of Cook by the bidder has been unsatisfactory from the standpoint of workmanship or progress, or if the contractor has been awarded work by others subsequent to the issuance of the proposal, which may, in the judgement of said Board of County Commissioners, endanger the prompt completion of the proposed improvement.
- 7) The bidder shall include in his proposal a Proposal Guarantee in accordance with provisions contained in the proposal form. The return of the proposal guarantee will be in accordance with provisions contained in the proposal form.
- 8) The bidder who submits the proposal accepted by said Board of Cook County Commissioners shall execute a contract and furnish a satisfactory surety bond in the amount of one hundred percent (100%) of the contract price within fifteen (15) days after receiving notice of acceptance. Such acceptance being contingent upon the fulfillment of this requirement by said bidder. Failure on the part of said bidder to so execute a contract and surety bond shall be considered just cause for the forfeiture of the proposal guaranty as payment of liquidated damages sustained by the County of Cook as the result of such, and the annulment of acceptance of the proposal.

- 9) If bidder is submitting a proposal as a Joint Venture, bidder shall complete the County's Joint Venture Forms and shall submit such Joint Venture Forms seven (7) days prior to the bid proposal submission date. Bidder is reminded that compliance with the Assumed Business Name Act (805 ILCS 405/1 et seq.) is required of all Joint Ventures.

**SPECIAL PROVISION
FOR
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS**

Prequalification of Bidders. When prequalification is required and the Awarding Authority for contract construction work is the County Board of a County, each prospective bidder, in evidence of competence, shall furnish the Awarding Authority a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, according to the Department's "Prequalification Manual."

The bidder must provide the Awarding Authority a sworn affidavit, in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work prior to the issuance of proposal forms. One copy shall be filed with the Awarding Authority and two copies with IDOT's District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- b) Uncompleted work which, in the judgement of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- c) False information provided on a bidder's "Affidavit of Availability".
- d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- e) Failure to comply with any prequalification regulations of the Department.
- f) Default under previous contracts.
- g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.
- i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. 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.

Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

Any erasures or alterations in the unit prices and/or in the products of the respective quantities and unit prices in the Proposal, must be properly authenticated by the bidder by initialing in ink such erasures or alterations to avoid cause for rejection of the Proposal in accordance with Title 44 Illinois Administrative Code Chapter IX Section 660.180.

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attest by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- a) More than one proposal for same work from an individual, firm partnership, or corporation under the same name or different names.
- b) Evidence of collusion among bidders.
- c) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- d) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.
- e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- f) If there are omissions, erasures, alterations unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- h) If the proposal is not accompanied by the proper proposal guaranty.
- i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirement of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent (5%) of the amount bid, or for the amount specified in the following schedule:

<u>Amount Bid</u>	<u>Proposal Guaranty</u>
Up to	\$150
\$5,000	\$300
\$10,000	\$1,000
\$50,000	\$3,000
\$100,000	\$5,000
\$150,000	\$7,500
\$250,000	\$12,500
\$500,000	\$25,000

\$1,000,000	\$1,500,000	\$50,000
\$1,500,000	\$2,000,000	\$75,000
\$2,000,000	\$3,000,000	\$100,000
\$3,000,000	\$5,000,000	\$150,000
\$5,000,000	\$7,500,000	\$250,000
\$7,500,000	\$10,000,000	\$400,000
\$10,000,000	\$15,000,000	\$500,000
\$15,000,000	\$20,000,000	\$600,000
\$20,000,000	\$25,000,000	\$700,000
\$25,000,000	\$30,000,000	\$800,000
\$30,000,000	\$35,000,000	\$900,000
Over	\$35,000,000	\$1,000,000

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties, which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The proposal guaranty checks of all except the two lowest responsible will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the banks cashier's checks or certified checks submitted with their proposals as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

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

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

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposal, to waive technicalities, or to advertise from new proposals, if in the judgement of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Awarding of Contract. The award of contract will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor.

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgement of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. The Contractor shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

Execution of Contract. The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

If the bidder to whom the award is made is a corporation organized under the laws of the State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute Contract. If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible

bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide.

**SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS**

This contract is subject to "An Act regulating wages of all laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order or ruling shall govern.

If it is determined that the "prevailing rate of wages" will be used for this contract, the following conditions will be required:

Not less than the prevailing rate of wages as found by the (public body) or Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this contract.

The Contractor and each subcontractor shall keep an accurate record showing the name and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual wages paid to each of such persons.

The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this contract.

If the Department of Labor revised the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract.

Cook County Prevailing Wage for November 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	12.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER		BLD		28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	9.250	8.050	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER		BLD		35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430

TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings,

swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior

and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines

(2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over;

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**SPECIAL PROVISION
FOR
RESPONSIBLE BIDDER REQUIREMENT**

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approved either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this centered, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. 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. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the 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 forces. Types of work or craft work 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 that does not have an applicable apprenticeship or training program. 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.

<hr/> <p>See Attached – Listed Below</p> <p>Bidders Apprenticeship Participation</p> <p>** Laborers International Union of North America</p> <p>** International Brotherhood of Teamsters</p> <p>** International Brotherhood of Operating Engineers</p> <p>Subcontractors Apprenticeship Participation</p> <p>** All Unions Listed Above</p> <p>** Cement Masons International Association</p> <p>** United Brotherhood of Carpenters</p> <p>** International Brotherhood of Electrical Workers</p> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	
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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. In order to fulfill this requirement, it shall not be necessary that an 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.

THE UNITED STATES DEPARTMENT OF LABOR



Bureau of Apprenticeship and Training Certificate of Registration

*Chicago Land Laborers' Training & Apprenticeship Program
For the Trade of Construction Craft Laborers*

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Secretary of Labor

John M. Blum

11A017-0602

Registration No.

Anthony Scurro
Director, Bureau of Apprenticeship and Training

DOI# 889 - 413 - 599

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

I.E.W. LOCAL #9 MIDDLE STATES ELECTRICAL CONTRACTORS ASSN.

Hillside, Illinois

For the Trades of Line Maintainer

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Revised May 5, 2003
August 26, 1992

Date

IL015920003

Registered in the State of Illinois



Robert Chan
Secretary of Labor

John J. ...
Director, Apprenticeship Training, Construction and ...

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Joint Council No. 25 Training Fund
For the Trade of Construction Driver

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

June 28, 2005

Date

IL015050004

Registration No.



Art J. Chao

Secretary of Labor

Anthony S. ...
Assistant Secretary for Training, Employer and Labor Service

The United States Department of Labor

Office of Apprenticeship Training, Recruitment and Public Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local # 150

Plainfield, Illinois

For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

33

November 8, 2002

DL 008780173

Registration No.



R. J. Clark

Secretary of Labor

Assistant Secretary of Labor

Director of Apprenticeship Training, Recruitment and Public Services

United States Department of Labor

Office of Apprenticeship Training, Employment and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chgo. & N.E. J.E. Dist. Council of Carpenters App. & Trng. Progr.

Elk Grove Village, Illinois
For the Trade - Form Builders (Construction)

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Date: February 4, 2003

Registration No. LO17030001



DOT Chao
Secretary of Labor

OSB
Assistant Secretary

THE UNITED STATES DEPARTMENT OF LABOR



Bureau of Apprenticeship and Training
Certificate of Registration

CEMENT MASONS' AREA JOINT APPRENTICESHIP & CEMENT MASONS UNION LOC. NO. 502
BELLWOOD, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

REGISTERED: OCTOBER 17, 1945
REVISED: DECEMBER 29, 1988
Date

Don McLaughlin

Secretary of Labor

James D. Van Allen

Director, Bureau of Apprenticeship and Training

008-0816

Registration No.

**SPECIAL PROVISION
FOR
REQUIRED DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

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

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

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

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

Overall Goal Set For The Department. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

Contract Goal to Be Achieved By the Contractor. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **10%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the

performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

Bidding Procedures. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

- a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within **seven (7) working days after the date of letting.** To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Cook County Highway Department, Contract Documents Office Suite 2200, 69 West Washington Street, Chicago, Illinois 60602. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.
- b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The

signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The name and address of each DBE to be used;
- (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
- (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).

(d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

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

- a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

- c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a nonDBE company.
- e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

Good Faith Effort Procedures. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - 1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - 2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- 3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- 4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- 5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- 6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- 7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not

limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder **within the five (5) working days** after the notification date of the determination by delivering the request to the Cook County Highway Department, Contract Documents Office Suite 2200, 69 West Washington Street, Chicago, Illinois 60602. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Contract Documents Office. All requests for amendment to the Utilization Plan shall be submitted to the Cook County Highway Department, Contract Documents Office Suite 2200, 69 West Washington Street, Chicago, Illinois 60602.
- b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated

DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

ASSIST AGENCIES - NON-CONSTRUCTION OUTREACH MAILING

ILLINOIS DEPARTMENT OF TRANSPORTATION
201 West Center Court
Schaumburg, IL 60196
847-705-4234
847-705-4203 (FAX)

ILLINOIS ROAD BUILDERS
500 Park Boulevard
Itasca, IL 60143
630-773-1220
630-773-1231 (FAX)

FW DODGE
Chicago Office
Two Prudential Plaza - Suite 600
Chicago, IL 60601
312-616-3154
312-616-3136 (FAX)

TARGET GROUP, INC.
330 South Wells Street — Suite 400
Chicago, IL 60606
312-873-0200
312-873-0299 (FAX)

CHICAGO SUN TIMES
350 North Orleans Street - 10th Floor
Chicago, IL 60654
312-321-2850
312-321-2243 (FAX)

Asian American Small Business Association
5023 North Broadway
Chicago, IL 60640
773-728-1030

Ms. Tracye Smith, Executive Director
Chicago Minority Business Development Council (C.M.B.D.C.)
1 East Wacker Drive, Suite 1200
Chicago, IL 60601
312-755-8880
312-755-8890 (FAX)

Ms. Joan Archie, Director
Chicago Urban League
20 South State Street, 11th Floor
Chicago, IL 60604
312-692-0766
312-692-0769 (FAX)

Ms. Gloria Bell, Executive Director
Cosmopolitan Chamber of Commerce
560 West Lake Street, 5th Floor
Chicago, IL 60661
312-786-0212
312-786-9079 (FAX)

Director
Industrial Council of Northwest Chicago
2023 West Carroll Avenue
Chicago, IL 60612
773-421-3941
312-421-1871 (FAX)

Mr. D. Lorenzo Padron, Director of Procurement
Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
773-252-5211
773-252-7065 (FAX)

Mr. Frank Aguilar, President
Little Village 26th Street Area Chamber of Commerce
3610 West 26th Street
Chicago, IL 60623
773-521-5387
312-521-5387 (FAX)

Director
North River Commission/Ladcor
4745 North Kedzie
Chicago, IL 60625
773-478-0202

Ms. Angela R. Johnson
Deputy Director of International Trade Bureau
Operation P.U.S.H.
930 East 50th Street
Chicago, IL 60615
773-373-3366
312-373-3571 (FAX)

Mr. Miguel Nogueras, Executive Director
Puerto Rican Chamber of Commerce
2450 West Division
Chicago, IL 60622
773-486-1331
773-486-1340 (FAX)

Mr. Geoffrey Barnes, Director
Triton College
Small Business Development Center 2000 Fifth Avenue
River Grove, IL 60171
708-456-0300, x3479
708-583-3118 (FAX)

Executive Director
Uptown Center/Hull House
4520 North Beacon
Chicago, IL 60640
773-561-3500
312-561-3507 (FAX)

Ms. Hedy Ratner, Executive Director
Women's Business Development Center
8 South Michigan - Suite 400
Chicago, IL 60604
312-853-3477
312-853-0145 (FAX)

Ms. Beth Doria, Executive Director
Federation of Women Contractors
5650 South Archer Avenue
Chicago, IL 60638
312-360-1122
312-30-0239 (FAX)

COOK COUNTY
HIGHWAY DEPARTMENT
SPECIAL PROVISION
FOR
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
NONFEDERAL-AID CONTRACTS

1) General

- a) The requirements set forth herein shall constitute the specific affirmative action requirements under this contract and supplement the non-discrimination requirements contained elsewhere in this proposal.
- b) The contractor will work with the cook county highway department in carrying out equal employment opportunity (EEO) obligations and in their reviews of activities under the contract.
- c) The contractor, and all subcontractors holding subcontracts (not including material suppliers) of \$10,000.00 or more, will comply with the following minimum specific requirement activities of equal employment opportunity the contractor will include these requirements in every subcontract of \$10,000.00 or more with such modification of language as is necessary to make them binding on the subcontractor.

2) Equal Employment Opportunity Policy

The contractor will accept as operating policy the following statement which is designed to further the provision of EEO to all persons, and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this company to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

3) Equal Employment Opportunity Officer

The contractor will designate and make known to the cook county highway department contracting officers an EEO officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

4) Dissemination of Policy

- a) All members of the contractor's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's eeo policy and contractual

responsibilities to provide eeo in each grade and classification of employment, to ensure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's eeo policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO officer, covering all major aspects of the contractor's EEO obligations within thirty (30) days following their reporting for duty with the contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer in the contractor's procedures for locating and hiring minority and female employees.
- b) In order to make the contractor's eeo policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
- (1) Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5) Recruitment

- a) When advertising for employees, the contractor will include in all advertisements for employees the notation: "and equal opportunity employer". All such advertisements will be published in newspapers, or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants; including, but not limited to, state employment agencies, schools, colleges and minority and female organizations. To meet this requirement, the contractor will identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applications may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referral, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with eeo contract provisions.

- c) The contractor will encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees.

In addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

6) Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and terminations, will be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with the obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of the avenues of appeal.

7) Training and Promotion

- a) The contractor will assist in locating, qualifying and increasing the skills of minority and female employees and applicants for employment.
- b) Consistent with the contractor's work force requirements and as permissible under federal and state regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance.
- c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d) The contractor will periodically review the training and promotion potential of minority and female employees and will encourage eligible employees to apply for such training and promotion.

8) Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minorities and females within the unions, and to effect referrals by such unions of minority and female employees.

Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a) The contractor will use best efforts to develop, in cooperation with the unions. Joint training programs aimed toward qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female employees so that they may qualify for higher paying employment.
- b) The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the cook county highway department and shall set forth what efforts have been made to obtain such information.
- d) In the event the union is unable to provide the contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and females. (The U.S. department of labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minorities or female employees). In the event the union referral practice prevents the contractor from meeting the obligations pursuant to these special provisions, such contractor shall immediately notify the cook county highway department.

9) Selection of subcontractors, procurement of materials and leasing of equipment

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a) The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligation under this contract.
- b) Disadvantaged business enterprises (DBE), as defined in 49 cfr part 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority and female representation among their employees. Contractors shall obtain lists of DBE construction firms from cook county highway department personnel.
- c) The contractor will use his/her best efforts to ensure subcontractor compliance with their EEO obligations.

10) Records and reports

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the cook county highway department.

- a) The records kept by the contractor shall document the following:
- (1) The number of minorities, non-minorities and females employed in each work classification on the project.
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and females;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and,
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b) The contractor will submit to the cook county highway department a monthly report every month for the duration of the project, indicating the number of minority, non-minority and female employees currently engaged in each work classification required by contract work and the number of hours worked. This information is to be reported on form SBE-956. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

Notice of requirement for affirmative
Action to ensure equal employment
Opportunity (executive order 11246)

- (1) The offeror's or bidder's attention is called to the "equal opportunity clause" and the "standard federal equal employment opportunity construction contract specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

APPENDIX A

The following goal for female utilization in each construction craft and trade shall apply to all contractors holding federal and federally assisted construction contracts and subcontracts in excess of \$10,000.00. The goal is applicable to the contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or nonfederally related construction contract or sub contract. Area covered (statewide) goals for women apply nationwide.

Goal
Female Utilization

Goal (Percentage)
6.9

APPENDIX B

Until further notice, the following goals for minority utilization in each construction craft and trade shall apply to all contractors holding federal or federally-assisted construction contracts and subcontracts in excess of \$10,000.00 to be performed in the respective geographical areas. The goals are applicable to the contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally-assisted or nonfederally related construction contract or subcontract.

<u>Economic area</u>	<u>Goal (percent)</u>
083 Chicago, IL Smsa Counties: 1600 Chicago, IL - IL - Cook, DuPage, Kane, Lake, Mchenry, Will	19.6

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction. The contractor's compliance with executive order and the regulations in 41 cfr part 60-4 shall be based on its implementation of the equal opportunity clause, specific affirmative action obligations required by the provisions and specifications set forth in its federally assisted contracts, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the executive order and the regulations in 41 cfr part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the entire state of Illinois for the goal set forth in **appendix a** and the county or counties in which the work is located for the goals set forth in **appendix b**.

Standard federal equal employment
Opportunity construction contract
Specifications (executive order 11246)

- 1) As used in these specifications:
- a) "covered area" means the geographical area described in the solicitation from which this contract resulted;

- b) "director" means director, office of federal contract compliance programs, united states department of labor, or any person to whom the director delegates authority;
- c) "employer identification number" means the federal social security number used on the employer's quarterly federal
Tax return, U.S. treasury department form 941.
- d) "minority" includes:
- i) Black (all persons having origins in any of the black African racial groups not of Hispanic origins);
 - ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, central or south American or other Spanish culture or origin, regardless of race);
 - iii) Asian and pacific islander (all persons having origins in any of the original peoples of the far east, southeast Asia, the Indian subcontinent, or the pacific islands); and
 - iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of north America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3) If the contractor is participating (pursuant to 41 cfr 60-4.5) in a hometown plan approved by the u.s. department of labor in the covered area wither individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
- 4) The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction

Contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the federal register in notice form, and such notices may be obtained from any office of federal contract compliance programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- 5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, executive order 11246, or the regulations promulgated pursuant thereto.
- 6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7) The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
 - d) Provide immediate written notification to the director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and

trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the department of labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

- f) Disseminate the contractor's eeo policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its eeo obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company eeo policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's eeo policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the contractor's eeo policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's eeo policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notifications such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k) Validate all tests and other selection requirements here there is an obligation to do so under 41 cfr part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

- n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- 8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community , or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, make a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply however is the contractor's and failure of such a group to fulfill and obligation shall not be a defense for the contractor's noncompliance.
- 9) A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contract may be in violation of the executive order if a particular group is employed in a substantially disparate manner, (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the executive order if a specified minority group of women is underutilized).
- 10) The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to executive order 11246.
- 12) The contractor shall carry out such sanctions and penalties for violation of the specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts, as may be imposed or ordered pursuant to executive order 11246, as amended and its implementing regulations, by the office of federal contract compliance programs. Any contractor who fails to carry out sanctions and penalties shall be in violation of these specifications and executive order 11246, as amended.
- 13) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the executive order, the

implementing regulations, or these specifications, the director shall proceed in accordance with 41 cfr 60-4.8.

- 14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being out, to submit reports relating to provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes of status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish standards of compliance or upon the application requirements for the hiring of local or other area residents (e.g., those under the public works employment act of 1977 and the community development block grant program).

**SPECIAL PROVISION
FOR
INSURANCE REQUIREMENTS**

Not later than at the time of executing his contract and surety bond, the Contractor will deposit with the County Superintendent of Highways the following:

1. OWNER'S AND CONTRACTOR'S PROTECTIVE (O.C.P.) LIABILITY INSURANCE

The Contractor shall furnish the County one (1) original insurance policy binder and two duplicate copies, evidencing **Owner's and Contractor's Protective (O.C.P.) Liability Insurance** coverage with the County of Cook as the named insured. The amount of Insurance shall be two million dollars (\$2,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury and property damage Combined Single Limit.

2. CONTRACTOR'S INSURANCE

The Contractor shall furnish the County certificates of insurance, in duplicate, from the Contractor's insurance carrier, evidencing the insurance coverage required in the following paragraphs:

"This insurance specifically covers liability assumed by the insured under this contract." The certificates shall stipulate that the insurance will not be cancelled or changed while the work is in progress without sixty days prior written notice by certified mail to the Superintendent of Highways.

In the event the insurance is cancelled before the completion of the project, the County shall reserve its rights under the contract, including but not limited to its rights under Article 108.07 of the Standard Specifications For Road and Bridge Construction, to order the job shut down until the Contractor obtains the required insurance in the amounts stated herein or, the County may obtain the coverage required and then shall deduct the appropriate premium cost from the monies due the Contractor.

The Contractor shall provide and maintain the following:

I. Worker's Compensation and Employer's Liability Insurance The Contractor agrees that he and all his Subcontractors will comply with all statutes and laws with regard to Worker's Compensation/Occupational Disease Insurance applying to employees or their beneficiaries. Limits shall be:

- | | |
|--|-------------------------|
| <ul style="list-style-type: none"> • Worker's Compensation | Statutory Limits |
| <ul style="list-style-type: none"> • Employer's Liability | Not less than |
| <ul style="list-style-type: none"> Bodily Injury by Accident | \$500,000 each accident |
| <ul style="list-style-type: none"> Bodily Injury by Disease | \$500,000 each employee |

II. Commercial General Liability Insurance Coverage must provide General Aggregate Limit per project; Premises and Operations; Contractor's Protective Liability ("Independence Contractors" Coverage); Products Liability/Completed Operations - Completed Operations coverage will continue in force for two

**SPECIAL PROVISION
FOR
INDEMNIFICATION**

Indemnification under Section 107.26 of the Standard Specifications for Road and Bridge Construction is hereby extended to provide same for the following entities, their officers, employees and agents in the same manner as is applicable to Cook County.

**SPECIAL PROVISION
FOR
JOINT VENTURES**

Contractors submitting bid proposals as a joint venture shall comply with the following procedures:

- 1) Prequalified contractors may combine their available bidding capacity for a single contract to bid as a joint venture after Cook County Department of Highways ("Department") approval.
- 2) Each request for approval of a joint venture shall be indicated by the filing of a *Joint Venture Minimum Declaration of Work* for each of the contracts for which joint venture approval is sought. It identifies the managing partner and indicated the kind and the percentage of work to be performed by each joint venture partner with its own workforce and resources other than work reserved to meet any disadvantage business goal advertised in the contract. The form indicated the joint venture agreement shall be available to the Department for inspection. In addition, each joint venture partner firm shall submit an *Affidavit of Availability*. The *Joint Venture Minimum Declaration of Work* and all *Affidavits of Availability* must be received no later than 12 noon on the cutoff date. The proposed joint venture shall not be approved if the establishment of a joint venture would unduly restrict competition. A determination that a proposed venture would unduly restrict competition is limited to any of the following reasons:
 - a) That the proposed joint venture would consist of more than three (3) prequalified contractors.
 - b) That the *Joint Venture Minimum Declaration of Work* indicated that any one of the proposed joint ventures partners will perform less than ten percent of the non-disadvantage business work with its own workforce and resources.
 - c) That for letting items estimates by the Department to be bid at less than \$1,000,000.00 more than one of the proposed joint venture partners has the individual pre-qualification ratings and bid the item without the approval of the venture. This determination shall not apply to joint ventures between firms having fifty-one percent or more common controlling ownership or on items where the estimated quantity of asphalt exceeds 10,000 tons or concrete exceeds 5,000 cubic yards. Each proposed joint venture shall submit a *Joint Venture Certificate of Explanation and Justification* for each of the contracts estimated at less than \$1,000,000.00 for which joint venture approval is sought. The form indicated the circumstances which apply to the joint venture. That is there fifty-one percent (51%) or more common controlling ownership, or does one or more parties to the joint venture not have the financial capacity, work capacity or work categories to complete the project. The *Joint Venture Certificate of Explanation and Justification* must be received no later than 12 noon on the cutoff date.
- 3) Contractors whose financial ratings are based upon unaudited financial statements will not be permitted to joint venture with each other to bid contracts which are estimated to exceed \$350,000.00. However, such contractors may be permitted to joint venture with contractors who have a financial rating based upon an audited statement to bid contracts estimated to exceed \$350,000.00.
- 4) If a joint venture work rating is limited by its maximum financial rating, the full value of the computed work rating will be used in analyzing the joint venture approval request. However, the combined

maximum work rating in any category shall not exceed the combined maximum financial rating of the joint venture.

- 5) If an approved joint venture is awarded a contract, the kind and percentage of work indicated on the *Joint Venture Minimum Declaration of Work* may be amended as many times as necessary by the contractor provided that each partner of the approved joint venture performs at least ten percent of the nondisadvantaged work with its own workforce and resources.

Copies of all required Joint Venture Forms are attached.

Please note that signed and notarized originals of all required Joint Venture Forms mentioned above **must be received by 12 noon on the cut off date.** This includes *Affidavits of Availability* for all parties to the joint venture. These Forms should be mailed to the following address:

Cook County Department of Highways
69 West Washington Street, Room 2200
Chicago, Illinois 60602

Any questions should be directed to Thomas E. Gavin III, Contract Administrator, at (312) 603-1830.

JOINT VENTURE FORMS

Prequalified contractors wishing to combine bidding capacity and bid items as joint ventures must submit the appropriate properly completed forms by 12 noon on the cut off date. The required joint venture forms include: (1) the ORIGINAL *Affidavit of Availability* (BC 57); (2) the ORIGINAL *Joint Venture Minimum Declaration of Work*; and (3) the ORIGINAL *Joint Venture Certificate of Explanation and Justification.*



**COOK COUNTY DEPARTMENT OF HIGHWAYS
Joint Venture Minimum Declaration of Work**

Bid Proposal Submission Date: _____
 Item No.: _____
 Joint Venture Name: _____
 Managing Party: _____

Firm #1

Name: _____
 Address: _____

Firm #2

Name: _____
 Address: _____

Firm #3

Name: _____
 Address: _____

Instructions:

Indicate the percentage of work to be performed by each firm with their own forces.

	Firm #1	Firm #2	Firm #3
Earthwork	_____	_____	_____
Portland Cement Concrete Paving	_____	_____	_____
Bituminous Plant Mix	_____	_____	_____
Bituminous Aggregate Mixtures	_____	_____	_____
Miscellaneous Bituminous Paving	_____	_____	_____
Cleaning and Sealing Cracks & Joints	_____	_____	_____
Soil Stabilization and Modification	_____	_____	_____
Aggregate Bases and Surfaces	_____	_____	_____
Highway, Railroad & Waterway Structures	_____	_____	_____
Drainage	_____	_____	_____
Electrical	_____	_____	_____
Cover & Seal Coats	_____	_____	_____
Slurry Applications	_____	_____	_____
Miscellaneous Concrete Construction	_____	_____	_____
Landscaping	_____	_____	_____
Seeding & Sodding	_____	_____	_____
Vegetation Spraying	_____	_____	_____
Tree Trimming & Selective Tree Removal	_____	_____	_____
Fencing	_____	_____	_____

Guardrail	_____	_____	_____
Grouting	_____	_____	_____
Painting	_____	_____	_____
Signing	_____	_____	_____
Paint Pavement Marking	_____	_____	_____
Thermoplastic Pavement Marking	_____	_____	_____
Epoxy Pavement Marking	_____	_____	_____
Installation of Raised Pavement Markers	_____	_____	_____
Pavement Texturing & Surface Removal	_____	_____	_____
Cold Milling, Planning & Rototilling	_____	_____	_____
Erection	_____	_____	_____
Demolition	_____	_____	_____
Other	_____	_____	_____

I, WE being duly sworn, do hereby declare the explanation and justification to be a true and correct statement.

Firm #1

Name _____ Title _____
 (Print)

 Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this _____ day of _____, 20 _____. (Notary Seal)

 My commission expires on _____
 Notary Public

Firm #2

Name _____ Title _____
 (Print)

 Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this _____ day of _____, 20 _____. (Notary Seal)

 My commission expires on _____
 Notary Public

Firm #3

Name _____ Title _____
 (Print)

 Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this _____ day of _____, 20 _____. (Notary Seal)

 My commission expires on _____
 Notary Public

This form must be received by the Department (address below) **no later than 4:30 PM prevailing time at least seven (7) days prior to the bid proposal submission date.** Cook County Department of Highways, 69 West Washington Street Room 2200, Chicago, Illinois 60602

**SPECIAL PROVISION
FOR
PROPOSAL AGREEMENTS
ADDENDUM RECEIPT**

The receipt of the following addenda to the drawings and/or specification is acknowledged:

Addendum No. NA
Dated _____

Addendum No. _____
Dated _____

NOTE: These Addenda form a part of the Bidding and Contract Documents and modify the Original Documents for this Contract. Receipt of these Addenda shall be acknowledged above. Failure to do so may subject the Bidder to disqualification.

**SPECIAL PROVISION
FOR
PROMPT PAY MECHANISMS**

Federal regulations found in 49 CFR Part 26.29 mandate the Cook County Highway Department to establish a contract clause to require contractors to pay subcontractors for satisfactory performance of their subcontracts within a specific number of days after receipt of each payment made to the contractor, and to require the prompt return of retainage withheld from subcontractors.

This Special Provision establishes the required Federal contract clause, and adopts a fifteen (15) day requirement for the purpose of compliance with the federal regulation regarding payments to subcontractors.

This contract is subject to the following payment obligations:

“As partial payments are made to the contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the contractor shall make corresponding partial payment within fifteen (15) calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Cook County Highway Department and included in the partial payment to the contractor. Subcontractors shall be paid in full, including the return of any retainage previously withheld, within fifteen (15) calendar days after the subcontractor’s work has been satisfactorily completed.”

This Special Provision does not create any rights in favor of any subcontractor against the County of Cook or authorize any cause of action against the County of Cook on account of any payment, nonpayment, delayed payment or interest claimed by application of this Prompt Payment Special Provision. The Cook County Highway Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Cook County Highway will not approve any delay or postponement of the fifteen (15) day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly, performed or material furnished. These remedies are lien against public funds set forth in Section 23© of the Mechanics Lien Act, 770 ILCS 60/23©, and a recovery on the contractors payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

**SPECIAL PROVISION
FOR
CONTRACT CLAIMS**

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

109.09 Contract Claims. Revise the second sentence of subparagraph (a) of Article 109.09 to read:

“All claims shall be submitted to the Engineer.”

Revise subparagraph (e) of this Article to read:

“Procedure. The department provides three administrative levels for claims review:

Level I	Resident Engineer
Level II	Bureau Chief, Construction Bureau
Level III	Superintendent of Highways

All Claims shall first be submitted at Level I. This Engineer shall consider all information submitted with the claim within 90 days after receipt. Claims not conforming to this Article will be returned without consideration. The Resident Engineer may schedule a claim presentation meeting if in the Resident Engineer’s judgment such a meeting would aid in resolution of the claim, otherwise a decision will be based on the claim documentation submitted. If a decision is not rendered within 90 days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made in writing to the Resident Engineer within 45 days after the date of the Level I decision, and shall include two (2) additional copies of the claim and supporting documentation. Review of the claim a Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be schedule if the Bureau Chief, Construction Bureau determines that such a meeting would aid in the resolution of the claim, otherwise a decision will be made on the claim documentation submitted. If a Level II decision is not rendered within 90 days after receipt of the written appeal, or if the Contractor disputes the decision, an appeal at Level III shall be made in writing to the Bureau Chief, Construction Bureau, within 45 days of the date of the Level II decision. Review of the claim at Level III shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Superintendent of Highways determines that such a meeting would aid in resolution of the claim, other a decision will be based on the claim documentation submitted. A Level III final decision will be rendered within 90 days of receipt for appeal.

SPECIAL PROVISION
FOR
PRE-CONSTRUCTION CONFERENCE

After the award of the contract and before construction is started, a conference shall be held at a time and place to be designated by the County.

The purpose of the conference shall be to co-ordinate the work to be performed and adopt a schedule of operations.

The conference will be attended by representatives of the participating agencies together with the public and private agencies whose facilities are involved in the construction of the project.

**SPECIAL PROVISION
FOR
CONTRACT EXTRA WORK**

Description: This work shall consist of various items which may be required to be performed by the contractor, the scope of which cannot be determined at the time of submittal of the proposal.

Work to be performed under this item shall be as directed by the Engineer.

Measurement: Each one dollar of extra work value will be measured as one unit.

Basis of Payment: Payment for this work will be made as specified in Article 109.04 of the Standard Specifications for Road and Bridge Construction and paid for under Contract Extra Work. Following contract changes reflecting payment for the Contract Extra Work under a new pay item, the corresponding dollar value will be deleted from this item. At project closeout, the item for Contract Extra Work will be removed.

**SPECIAL PROVISION
FOR
CONSTRUCTION AIR QUALITY
DIESEL VEHICLE EMISSIONS CONTROL
(GREEN CONSTRUCTION ORDINANCE)**

Description. Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. All equipment on the jobsite as defined by section 30-952 (a) of the Cook County Green Construction Ordinance (ORDINANCE) shall be required to use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less). Equipment shall include any "rental" equipment. In addition, the Contractor is required to comply with section 30-954 -3(c) related to engine idling.

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to adjudication in accordance with the attached Ordinance. Liquidated damages as per section 30-955 (c) of the ORDINANCE will not apply until such time as the level 2 or 3 controls are phased in.

The Contractor is required to submit a list of equipment to be used on the project to the Cook County Department of Environmental Control (DEPARTMENT), as stated in section 30-954(a) and (b) of the ORDINANCE, and shall copy the Cook County Highway Department - Construction Bureau on that submittal. The 30 day submittal stipulation cited in section 30-954(a) of the ORDINANCE will be enforced. The Contractor may not begin work on the project unless acknowledgement by the DEPARTMENT of their receipt of the list is provided to the Construction Bureau of the Cook County Highway Department. At this time, the list will be used for statistical data only. The Contractor is not required to meet portions of the ordinance related to level 2 or 3 controls as outlined in the ORDINANCE until such time as stipulated in the ordinance. If additional equipment is to be used on a project that was not on the original equipment list submitted to the DEPARTMENT, the Contractor must follow the same procedure as outlined above. Short term usage of equipment shall be as stated in section 30-952(3)(c)(1) of the ORDINANCE.

The Contractor shall submit copies of monthly summary reports to the DEPARTMENT and include certified copies of the ULSD fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

The ORDINANCE is attached and made a part of this contract. Contact information for the Department of Environmental Control is given below.

Basis of Payment. Any costs associated with compliance with this special provision and the Green Construction Ordinance 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.

Cook County Department of Environmental Control
69 West Washington Street Room 1900
Chicago, IL 60602
Re: Cook County Green Construction Ordinance
Phone: 312-603-8200

09-0-36

ORDINANCE

Sponsored by

THE HONORABLE TODD H. STROGER, PRESIDENT

AND ROBERTO MALDONADO, JOAN PATRICIA MURPHY AND PETER N. SILVESTRI

COUNTY COMMISSIONERS

Co-Sponsored by

THE HONORABLE JOHN P. DALEY, ELIZABETH "LIZ" DOODY GORMAN,

JOSEPH MARIO MORENO, DEBORAH SIMS, ROBERT B. STEELE

AND LARRY SUFFREDIN, COUNTY COMMISSIONERS

COOK COUNTY GREEN CONSTRUCTION ORDINANCE

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 30 Environment, Article IX Green Construction, Sections 30-950 through 30-955 of the Cook County Code is hereby enacted as follows:

ARTICLE IX. GREEN CONSTRUCTION

Sec. 30-950. Board of Commissioners findings.

- a) Diesel exhaust particle pollution poses a clear and present health risk to the people of Cook County. The United States Environmental Protection Agency has classified diesel exhaust as a likely human carcinogen, and has identified diesel particulate matter and diesel exhaust organic gases as toxic air pollutants. Diesel exhaust is also a prime contributor to airborne fine particle pollution that is linked to premature death and other serious cardiovascular and pulmonary problems such as heart attacks, abnormal heart rhythms, atherosclerosis, stroke, asthma attacks, permanent respiratory damage and retardation of lung growth in children.
- b) Cook County is a USEPA designated non-attainment area for fine particulate matter pollution.
- c) The health impacts from diesel emissions particularly affect children, the elderly, and people with weakened immune systems.
- d) Particularly high concentrations of diesel emissions often occur in heavily traveled transportation corridors, intermodal yards, bus depots, and construction sites; these diesel "hot spots" often are found in densely populated, urban areas, disproportionately impacting ethnic minorities and people of lower economic status.

- e) Diesel engine crankcases also are a source of emissions that can seep into the cabin and expose vehicle drivers and passengers to harmful diesel emissions.
- f) Diesel exhaust also contains black carbon emissions, which contribute to global climate change.
- g) Reduction of diesel emissions can help address these human health and environmental problems.
- h) The United States Environmental Protection Agency has enacted requirements over the past few years requiring the substantial reduction of emissions from new diesel engines in both heavy duty highway vehicles and land-based non-road equipment. However, these regulations do not apply to any of the over 11 million existing diesel engines in the United States, most of which emit substantially more pollution and often remain in service for 10 to 30 years, depending on the type of engine and equipment.
- i) Practical, cost-effective measures to substantially reduce diesel particulate emissions are available today, and can be applied to many existing diesel engines. The same technology that limits diesel pollution from new diesel engines can be retrofitted onto existing engines or applied in new replacement engines to reduce diesel emissions by 85% or better.
- j) Therefore, the purpose of this ordinance is to minimize the public health risks from exposure to diesel particulate emissions as expeditiously as practicable.

Sec. 30-951. Definitions.

CARB means the California Air Resources Board.

County, as used in this chapter (with the exception of the use of the words to describe or identify the Government or Board of Commissioners thereof), means all of the territory in the County exclusive of the City of Chicago.

Department means the Cook County Department of Environmental Control.

Fleet means one or more diesel vehicles or mobile or stationary diesel engines owned or operated by the same person or group of related persons.

Heavy duty diesel vehicle means a motor vehicle with a gross vehicle weight rating of at least 8,500 pounds that is powered by a diesel engine.

Level 1 Control means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 25% or more from uncontrolled engine emission levels.

Level 2 Control means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 50% or more from uncontrolled engine emission levels.

Level 3 Control means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 85% or more from uncontrolled engine emission levels, or that reduces emissions to less than or equal to 0.01 grams of PM per brake horsepower-hour. Level 3 Control includes repowering or replacing the existing diesel engine with an engine meeting USE PA's 2007 Heavy-duty Highway Diesel

Standards (66 Fed. Reg. 5002), or in the case of a non-road engine, an engine meeting the USE PA's Tier 4 Nonroad Diesel Standards (69 Fed. Reg. 38958); Level 3 Control also includes new diesel engines meeting said emissions standards.

Motor vehicle means any self-propelled vehicle designed for transporting persons or property on a street or highway, including an on-road diesel vehicle.

Nonroad engine means an internal combustion engine (including the fuel system) that is not used in a motor vehicle or a vehicle used solely for competition, or that is not a stationary source, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

Nonroad Vehicle means a vehicle or equipment that is powered by a nonroad engine, fifty horsepower and greater, and that is not a motor vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment; non-road vehicles do not include locomotives or marine vessels.

Prime Contractor means any person or business entity that enters into a public works contract with Cook County.

Public Works Contract means a contract, budgeted at \$2,000,000 or more, with a County agency for a construction program or project bid by Cook County involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a County agency for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a County agency for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

Stationary Generators means a non-mobile machine that uses diesel fuel to produce electrical energy.

Subcontractor means any person or business entity that enters into a contract with a Prime Contractor as defined herein to perform work on a public works contract with Cook County.

Ultra low sulfur diesel fuel means diesel fuel that has a sulfur content of no more than fifteen parts per million.

US EPA means the United States Environmental Protection Agency.

Verified diesel emission control device means:

- a) an emission control device or strategy that has been verified to achieve a specified diesel PM reduction by US EPA or CARB; or
- b) replacement or repowering with an engine that is certified to specific PM emissions performance by USE PA or CARB.

Sec. 30-952. Emission reduction.

- a) Immediately after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall use Ultra Low Sulfur Diesel fuel for diesel motor vehicles, nonroad vehicles, and stationary generators used in the performance of the contract.
- b) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any heavy-duty diesel vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:
 - (1) Subsection (b) shall not apply to any heavy-duty diesel vehicle on the construction site working three days or less over the life of the project.
 - (2) Subsection (b) shall not apply to any heavy-duty diesel vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department. If the Department makes a written finding that any such vehicle cannot be retrofit with Level 2 controls, said vehicle shall be retrofit with Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.
 - (3) Any heavy-duty diesel vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (b).
- c) Within two years after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall not operate any diesel nonroad vehicle in the performance of a public works contract unless that vehicle has installed Level 2 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the contract or to the agency of appropriate and sufficient documentary evidence:
 - (1) Subsection (c) shall not apply to any diesel nonroad vehicle on the construction site working three days or less over the life of the project.
 - (2) Subsection (c) shall not apply to any diesel nonroad vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 2 Controls, in which case such fleet owner or operator shall install Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.

- (3) Any diesel nonroad vehicle that has operational Level 1 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (c).
- d) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any diesel nonroad vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:
- (1) Subsection (d) shall not apply to any diesel nonroad vehicle on the construction site working three days or less over the life of the project.
 - (2) Subsection (d) shall not apply to any diesel nonroad vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department.
 - (3) Any diesel nonroad vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (d).

Sec. 30-953. Costs.

All costs associated with meeting these requirements are incidental to the overall contract. No additional time or monies will be granted to the Prime Contractor for compliance with these requirements and any associated regulations.

Sec. 30-954. Compliance.

- a) Thirty days before beginning work, the Prime Contractor shall submit to the Department for approval a list of all heavy-duty diesel vehicles, nonroad vehicles, and stationary generators to be used on the project. The list shall include the following:
- (1) Prime Contractor and Subcontractor name and address, plus contact person responsible for the vehicles or equipment.
 - (2) Equipment type, manufacturer, engine model year, engine certification (Tier rating), ECM calibration, horsepower, plate, serial number, and expected fuel usage and/or hours of operation.
 - (3) For the pollution control technology installed: technology type, serial number, make, model, manufacturer, EPA/CARB verification number/level, and installation date.

- b) If the Prime Contractor subsequently needs to bring on site equipment not on the list, the Prime Contractor shall submit the request in writing for prior approval. Additional equipment shall comply with all contract conditions.
- c) During periods of inactivity, idling of diesel on road motor vehicles and nonroad vehicles shall be minimized and shall not exceed the time allowed under state and local laws.
- d) Any public works contract shall provide for enforcement of the contract provisions required by Section 3 and penalties for noncompliance of such provisions.

Sec. 30-955. Enforcement.

- a) Any solicitation for a public works contract subject to the provisions of this section and any contract entered into as a result of such solicitation shall include provisions authorizing independent monitoring and inspection of the Prime Contractor and Subcontractor's compliance with the requirements of this section and requiring that the Prime Contractor and Subcontractor comply with this section. The Prime Contractor shall be liable for a fee of \$200 for the review of Prime Contractor and Subcontractor's compliance with the provisions of this section, and the County may withhold and deduct the fee from monies otherwise due the Prime Contractor.
- b) All vehicles and equipment to which these requirements are applicable will be subject to random inspections to ensure full compliance with these requirements. If any equipment is found to be non-compliant, the Prime Contractor, Subcontractor or Supplier must remove or retrofit this equipment or vehicle within 24 hours or be subject to liquidated damages pursuant to subdivision (c) of this section until that piece of equipment or vehicle is removed from Project.
- c) In the event of a violation of any provision of this section, except as provided, in subdivision (d) of this section, liquidated damages shall be assessed against the Prime Contractor in the amount of \$5,000 for each violation (with each piece of noncomplying equipment and each day of noncompliance being a separate violation, not to exceed a total of \$50,000 for any one piece of equipment). Said liquidated damages are not imposed as a penalty but as an estimate of the damages that the County will sustain from delay in completion of the work, as well as resultant damages to public health of its citizens, which damages by their nature are not capable of precise proof. The County may withhold and deduct from monies otherwise due the Prime Contractor the amount of liquidated damages due the County.
- d) No Prime Contractor or Subcontractor shall make a false statement or claim with respect to any matter material to compliance with the provisions of this section to the County. Any Prime Contractor or Subcontractor making such a false statement shall pay the County up to \$10,000 for each such statement as liquidated damages pursuant to the provisions of subdivision (c) of this section.
- e) Fees and liquidated damages paid to the County under this section shall be placed in the Cook County Environmental Management Fund.

Sec. 30-956. Regulations.

Within six months of the effective date of this act, the Department shall, after written notice and public hearing, promulgate regulations implementing the provisions of this act.

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of May 2009.

TODD H. STROGER, President

Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk.

**SPECIAL PROVISION
FOR
PROCESSING OF EXTRA WORK PAYMENT REQUESTS**

Contractor's payment requests for Extra Work as identified in Article 104.02 of the Standard Specifications shall be processed in accordance with Article 109.04 of the Standard Specifications and the following additional procedures:

- 1) Contractor shall invoice the County for such Extra Work in accordance with the lump sum price, unit price, or force account as agreed to by the Engineer and Contractor.
- 2) Force account billing for equipment expense shall follow the applicable volume of the Equipment Watch Rental Rate Blue Book (Blue Book). Determination of equipment rates shall follow the IDOT Construction Memorandum 07-09. Also, a copy of the Blue Book calculation for each piece of equipment shall be included with the force account billing.
- 3) Contractor shall submit invoice for such Extra Work after the Extra Work has been fully completed by Contractor within sixty (60) days of completion of the work.
- 4) The Engineer shall review the Contractor's invoice and approve or disapprove the invoice within sixty (60) days after receipt of the invoice.
- 5) If the Engineer disapproves the invoice, the Engineer shall give Contractor notice of the reasons for such disapproval and the Contractor shall resubmit a corrected invoice for the Engineer's review. The County shall have an additional thirty (30) days to review and approve or disapprove the corrected invoice.
- 6) Once the Engineer approves the invoice, the Engineer shall notify the Contractor of such approval and shall present a recommendation for change in plan to the Cook County Board of Commissioners. The Engineer may make interim payment for the approved invoice under the Contract Extra Work item prior to Cook County Board of Commissioners' approval of the change in plan.
- 7) Within thirty (30) days after the Cook County Board of Commissioners' approves the recommendation for change in plan, the Engineer shall present the invoice to the Cook County Board of Commissioners for payment authorization of invoice specific item of work (the New item), and shall delete the corresponding invoice amount from the item for Contract Extra Work.
- 8) A County warrant shall be issued to the Contractor after the Cook County Board of Commissioners authorizes payment of the invoice.

**SPECIAL PROVISION
FOR
ENGINEER'S FIELD OFFICE**

This Special Provision amends the provisions of the Standard Specifications for Road and Bridge Construction and shall be construed to be a part thereof.

670.01 Description. Add the following paragraph:

Subject to the discretion of the Resident Engineer, each field office shall be furnished with a Nuclear Density Gauge box permanently affixed to the inside of the office. The storage box shall be constructed of steel or 19 mm (3/4 inch) plywood and have minimum dimensions of 450 mm (18 inches) wide, 600 mm (24 inches) long and 800 mm (32 inches) high with a front opening door of not less than a 400 mm (16 inch) by 750 mm (30 inch) opening. Door shall be affixed with hasp for lock and tamperproof hinges. The Engineer shall furnish a lock for the door. The front of the storage box shall be placarded with a standard Radiation Warning Sign with the following wording: "RADIATION - - CAUTION RADIOACTIVE MATERIALS."

670.02 Engineer's Field Office Type A. Add the following to Article 670.02, paragraph 6:

- (n) One digital copy machine capable of reproducing prints up to 11 in. X 17 in. from nontransparent master sheets, as black or blue lines on white paper, including maintenance, activating agent and power source. 8.5 in. x 11 in., 8.5 in. x 14 in. and 11 in. x 17 in. reproduction paper shall be included to the satisfaction of the Engineer. The copy machine shall have an automatic document feed.

The digital copy machine must be capable of scanning and printing to and from a computer. The Contractor shall provide all patch cords and software required to make the equipment operational.

- (o) Three (3) cellular phones which have the capacity of both cellular call capacity and two (2) way communication, Nextel or equal. These cellular phones will be for exclusive use by the Engineer and the Engineer's support staff, must have established voice mail, hands free adaptors, belt clips and car adaptors. All of the cellular phones and services must be compatible with each other. The cellular phones will include maintenance and operating costs.
- (p) One digital camera with 7 megapixel minimum resolution, batteries to operate camera and digital camera case.
- (q) An upright or new shop vacuum with a Hepa-Filter and any miscellaneous cleaning supplies necessary for the Engineer to maintain the Field Office. A weekly cleaning service will be an acceptable alternative.
- (r) The following suggested office and field supplies shall be furnished to the Engineer prior to the commencement of the project. The Contractor must coordinate with the Resident Engineer prior to purchase.

OFFICE :

Adjustable Hole Punch, Black (3-Hole)	1 Each
Bankers Box, Legal size With String and Button Closure	4 Pack
Binder Clips, Large, 2", Box of 12 Each	2 Each
Binder Clips, Medium, 1 ¼", Box of 12 Each	2 Each
Binder Dividers, Avery index marker or equivalent	1 Each
Binder, Black 1" Capacity	1 Each
Binder, Black, 1-1/2" Capacity	2 Each
Binder, Black, 3" Capacity	1 Each
Calendar, At-A-Glance 3-Month Wall or equivalent	1 Each
Calendar, At-A-Glance Black Compact Desk Calendar Base for 3" x 3 ¾" Calendar or equivalent	1 Each
Calendar, At-A-Glance Compact Desk Refill or equivalent, 3" x 3 ¾"	1 Each
Clipboard, Legal	2 Each
Correction Fluid, Multipurpose, White	1 Each
DVD Cases, Slim Line, 25 Count	1 Pack
DVD Discs, R.W., 25 Count	1 Pack
Folders, Manila 250 Count Letter 1/3 Cut File	1 Box
Highlighters, Assorted Fluorescent Colors, 4 Count	1 Pack
Labels, Multipurpose White 500 Count, 3/4" x 1 ½"	1 Pack
Letter Trays, Stackable, Pack of 6	1 Each
Markers, Large, Permanent, Black	12 Each
Markers, Sharpie, Black or equivalent	12 Each
Memory Card, 2 Gig SD for Digital Camera	1 Each
OIC, Ideal Clamps, Small Box of 50	2 Each
Paper Clips, Jumbo No. 1, Regular, Box of 100	2 Each

Paper Clips, No. 1, Regular, Box of 100	2 Each
Paper, Quadrille Pad, 8 ½" x 11"	6 Each
Paper, Standard Canary Letter Pads, 6 Count, 8 ½" x 11 ¾"	1 Pack
Pen, Black	2 Pack
Pen, Red	1 Pack
Pencil, Lead Refill, 0.5 mm, Tube of 12	2 Each
Pencils, Disposable	2 Pack
Pencils, Color (Green)	1 Pack
Pencils, Color (Orange)	1 Pack
Pencils, Color (Red)	1 Pack
Pencils, Color (Yellow)	1 Pack
Pencils, Pentel Forte or equivalent, Automatic Pencil, 0.5 mm	3 Each
Pencils, Zebra Rubber Sharpo Mechanical Pencil or equivalent	2 Each
Post-It Memo Cubes, 3 7/8" x 3 7/8", Cube of 300 Sheets	1 Each
Post-It Notes, Yellow, 12 Count 3" x 3"	1 Pack
Rubber Bands, #16, 1 lb., 2" x 1/16"	1 Each
Rubber Bands, #32, 1 lb., 3" x 1/8"	1 Each
Scissors, Deskwork's or equivalent	1 Each
Staple Remover, Pinch Type	1 Each
Stapler, Black Deluxe Standard	1 Each
Tape Dispenser	1 Each

Tape, Transparent Refills 3/4"	6 Each
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FIELD:

Ruler, 6 ft., inch/tenth	6 Each
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Tape, 100 ft, Fiberglass with Handle	1 Each
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Tape, 25 ft. inch/tenth, Retractable, Lufkin or equivalent	2 Each
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Wheel, Measuring English	1 Each
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Note: The above list is an estimate. The Resident Engineer reserves the right to modify the list to meet his/her field and office needs to properly administer the contract. The estimated cost for the specified supplies is \$650.00. The items in 670.02 (r) will not be returned to the Contractor.

(s) The Contractor must supply the following technology to establish an Internet Service Provider, ISP, at the Engineer's Field Office. All costs related with equipment, installation, maintenance and service will be included with this Special Provision:

1. MUST be a commercial service; NOT a home service
2. MINIMUM 768 kbs Bandwidth

The County Highway Department Engineering Computer Division contact person is as follows:

Abe Zingher
 Cook County Administration Building
 Room 2400
 69 West Washington Street
 Chicago, Illinois 60602-3007
 Work: (312) 603-1754
 E-mail: abzinger@cookcountygov.com

**SPECIAL PROVISION
FOR
CONSTRUCTION DEBRIS**

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

"The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years."

**SPECIAL PROVISION
FOR
MANAGING CONCRETE WASTE**

Description. Prevent or reduce the discharge of pollutants to stormwater from concrete waste including diamond grinding slurry or residue by conducting washout offsite or by performing onsite washout in a designated area.

Construction. Perform this work on projects where;

- Concrete is used as a construction material or where concrete dust and debris result from demolition activities
- Slurries containing portland cement concrete (PCC) or asphalt concrete (AC) are generated, such as from saw cutting, coring, grinding, grooving, and hydro-concrete demolition
- Concrete trucks and other concrete-coated equipment are washed onsite
- Mortar-mixing stations exist

Requirements.

- No discharge of water/lime slurry will be allowed to enter "waters of the state".
"Waters of the state" - all rivers, streams, lakes and other bodies of surface and subsurface water lying within the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or entity.
- The slurry shall not be discharged to drainage ways, non-vegetated areas or anywhere storm water runoff is likely to occur.
- Discharge of the slurry should be stopped
 - at least 25 feet from creeks and rivers on slopes less than 12 percent.
 - at least 50 feet on slopes 12 percent to 25 percent in areas with healthy vegetation on the road right of way.
 - at least 12 feet from the bottom of all ditches.
- On sites where there is sparse or no vegetation to control the movement of the slurry, alternatives that may be used include:
 - Pump the slurry into tankers and hauled to an area where it can be spread as a lime supplement. This method will require additional tankers and land close to the project site.
 - Incorporate the slurry into the soil on the right of way next to the road where it will not impact waters of the state, highway or shoulders.
- The Resident Engineer must approve any other method of application or use of the slurry. The design engineer should be contacted for guidance on the use of alternative methods.
- Precautions must be taken at all times to prevent the slurry from entering the waters of the state. Should improper application occur which may result in a discharge of lime slurry to the waters of the state, the contractor shall immediately remove the slurry and notify the Resident Engineer.

Implementation. The following steps shall be taken to help reduce stormwater pollution from concrete wastes:

- Store dry and wet materials under cover, away from drainage areas.
- Avoid mixing excess amounts of fresh concrete.
- Perform washout of concrete trucks offsite or in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped onsite, except in designated areas.

For onsite washout:

- Locate washout area at least 50 feet from storm drains, open ditches, or water bodies.
- Prevent runoff from this area by constructing a temporary pit or bermed area large enough for liquid and solid waste.
- Wash out wastes into the temporary pit where the concrete can set, be broken up, and then disposed properly.
- Avoid creating runoff by draining water to a bermed or level area when washing concrete to remove fine particles and expose the aggregate.
- Do not wash sweepings from exposed aggregate concrete into the street or storm drain.
- Collect and return sweepings to aggregate base stockpile or dispose in the trash.

For Concrete Slurry Wastes. The following steps shall be taken when handling and disposing of concrete slurry wastes containing portland cement concrete (PCC) or asphalt concrete (AC) generated, such as from saw cutting, coring, grinding, grooving, and hydro-concrete demolition.

- PCC and AC waste should not be allowed to enter storm drains or watercourses.
- PCC and AC waste should be collected and disposed of or placed in a temporary concrete washout facility.
- A sign should be installed adjacent to each temporary concrete washout facility to inform concrete equipment operators to utilize the proper facilities.
- Below grade concrete washout facilities are typical. Above grade facilities are used if excavation is not practical.
- A foreman or construction supervisor should monitor onsite concrete working tasks, such as saw cutting, coring, grinding and grooving to ensure proper methods are implemented.
- Saw-cut PCC slurry should not be allowed to enter storm drains or watercourses.
- Residue from grinding operations should be picked up by means of a vacuum attachment to the grinding machine.
- Saw cutting residue should not be allowed to flow across the pavement and should not be left on the surface of the pavement.

Slurry residue should be vacuumed and disposed in a temporary pit (as described below) and allowed to dry. Dispose of dry slurry residue in accordance with

For Onsite Temporary Concrete Washout Facility:

- Temporary concrete washout facilities should be located a minimum of 50 ft from storm drain inlets, open drainage facilities, and watercourses. Each facility should be located away from construction traffic or access areas to prevent disturbance or tracking.
- A sign should be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Temporary concrete washout facilities should be constructed above grade or below grade at the option of the contractor. Temporary concrete washout facilities should be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.
- Temporary washout facilities should have a temporary pit or bermed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
- Washout of concrete trucks should be performed in designated areas only.
- Only concrete from mixer truck chutes should be washed into concrete wash out.
- Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated washout area or properly disposed of offsite.
- Once concrete wastes are washed into the designated area and allowed to harden, the concrete should be broken up, removed, and disposed of per WM-5, Solid Waste Management. Dispose of hardened concrete on a regular basis.
- Temporary Concrete Washout Facility (Type Above Grade)
 - Temporary concrete washout facility (type above grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and minimum width of 10 ft, but with sufficient quantity and volume to contain all liquid and concrete waste generated by washout operations.
 - Silt Fence, wood stakes, and sandbag materials should conform to the provisions in SE-9, Straw Bale Barrier.
 - Plastic lining material should be a minimum of 10 mil in polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.
- Temporary Concrete Washout Facility (Type Below Grade)
 - Temporary concrete washout facilities (type below grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and minimum width of 10 ft. The quantity and volume should be sufficient to contain all liquid and concrete waste generated by washout operations.
 - Lath and flagging should be commercial type.
 - Plastic lining material should be a minimum of 10 mil polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.

Removal of Temporary Concrete Washout Facilities: When temporary concrete washout facilities are no longer required for the work, the hardened concrete should be removed and disposed of. Materials used to construct temporary concrete washout facilities should be removed from the site of the work and disposed of. Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities should be backfilled and repaired.

Inspection and Maintenance.

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and of two-week intervals in the non-rainy season to verify continued BMP implementation.
- Temporary concrete washout facilities should be maintained to provide adequate holding capacity with a minimum freeboard of 4 in. for above grade facilities and 12 in. for below grade facilities.
- Maintaining temporary concrete washout facilities should include removing and disposing of hardened concrete and returning the facilities to a functional condition.
- Hardened concrete materials should be removed and disposed of.
- Washout facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% full.

Disposal for the Diamond Grinding Slurry (Non Hazardous Only).

Transporting. - Transport the diamond grinding slurry from the diamond grinder to a licensed Type II municipal landfill for solidification or to a licensed liquid industrial waste disposal facility. Cover and contain to prevent loss to the environment during transport and delivery to the licensed facility.

Solid Waste Facility. Dispose of the diamond grinding slurry in a licensed Type II municipal landfill pursuant to Part 115 of Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451). The disposal shall be consistent with the landfill's waste acceptance policies and the slurry shall be solidified sufficiently to pass the paint filter test.

Licensed Liquid Industrial Waste Disposal Facility. The diamond grinding slurry may also be processed as a liquid industrial waste at a licensed liquid industrial waste facility pursuant to Part 121 of the Liquid Industrial Waste, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451), provided the disposal is consistent with the licensed liquid waste facility processor acceptance policies.

Records Furnish a complete waste disposal manifest for each load prepared by the Contractor with copies to the Engineer containing information on the point of generation including roadway, the volume transported, and the name of licensed disposal facility.

Contractor Responsibility for Method of Operations. This specification sets forth minimum steps to avoid violating environmental laws. It remains the responsibility of the Contractor to determine whether more than those minimum steps are required and to perform the work required by this contract in whatever manner may be required to comply with applicable laws. The Contractor shall be liable to the Department for any fines, costs, or remediation costs incurred by the Department as a result of the Contractor's failure to be in compliance with this specification and all federal, state and local laws.

Measurement and Payment: All costs associated with the collecting, handling, transporting by contractor or licensed industrial waste hauler, manifesting the waste, managing the diamond grinding slurry, and disposing will not be paid for separately but will be included in the payment for other items of work. All costs associated with full compliance with applicable laws regardless of whether or not all applicable laws are cited in this special provision or in the Standard Specification for Construction will be borne by the Contractor.

**SPECIAL PROVISION
FOR
CEMENT**

1001.01 Cement Types. Cement shall be according to the following.

- 1) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to AASHTO M 85, and shall meet the standard physical and chemical requirements. The Contractor has the option to use any type of portland cement listed in AASHTO M 85 unless a specific cement is specified for a construction item. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

- 2) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to AASHTO M 240 and shall meet the standard physical and chemical requirements. The Contractor has the option to use portland-pozzolan cement unless a specific cement is specified for a construction item. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust. The pozzolan constituent of Type IP using Class F fly ash shall be a maximum of 25 percent of the weight (mass) of the portland-pozzolan cement. The pozzolan constituent for Type IP using Class C fly ash shall be a maximum of 30 per cent of the weight (mass) of the portland-pozzolan cement. The pozzolan constituent of Type IP using microsilica or high-reactivity metakaolin shall be a maximum of ten per cent. The pozzolan constituent for Type IP using other materials shall have the approval of the Engineer.

- 3) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to AASHTO M 240 and shall meet the standard physical and chemical requirements. The Contractor has the option to use portland blast-furnace slag cement unless a specific cement is specified for a construction item. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust. The blast-furnace slag constituent for Type IS shall be a maximum of 35 percent of the weight (mass) of the portland blast-furnace slag cement.

Portland blast-furnace slag cement may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirements will be met.

- 4) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the I.D.O.T. current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
 - a) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified AASHTO T 131.
 - b) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified AASHTO T 106.
 - c) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
 - d) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
 - e) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B.
- 5) Calcium Aluminate Cement. Calcium aluminate cement shall be used according to Article 1020.04 or when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to AASHTO M 85, except the time of setting shall not apply. The chemical requirements shall be determined according to AASHTO T 105 and shall be as follows: minimum 38 percent aluminum oxide (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

1001.02 Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

1001.03 Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

**SPECIAL PROVISION
FOR
QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES**

Description. This special provision specifies the quality control responsibilities of the Contractor, for portland cement concrete mixtures, cement aggregate mixture II, and controlled low-strength material incorporated in the project, and defines the quality assurance and acceptance responsibilities of the Engineer.

A list of quality control/quality assurance (QC/QA) documents is provided in Schedule D.

Equipment/Laboratory. The Contractor shall provide a laboratory and test equipment to perform their quality control testing.

The laboratory shall be of sufficient size and be furnished with the necessary equipment, supplies, and current published test methods for adequately and safely performing all required tests. The laboratory will be approved by the Engineer at the beginning of each construction season or each 12 month period. Production of a mixture shall not begin until the Engineer provides written approval of the laboratory. The Contractor shall refer to the Department's "Required Sampling and Testing Equipment for Concrete" for equipment requirements.

Test equipment shall be maintained and calibrated as required by the appropriate test method, and when required by the Engineer. This information shall be documented on the Department's "Calibration of Concrete Testing Equipment" form.

Test equipment used to determine compressive or flexural strength shall be calibrated each 12 month period by an independent agency, using calibration equipment traceable to the National Institute of Standards and Technology (NIST). The Contractor shall have the calibration documentation available at the test equipment location.

The Engineer will have unrestricted access to the plant and laboratory at any time to inspect measuring and testing equipment, and will notify the Contractor of any deficiencies. Defective equipment shall be immediately repaired or replaced by the Contractor.

Plant/Delivery Trucks. The concrete plant and delivery trucks shall be approved according to the Department's Policy Memorandum "Approval of Concrete Plants and Delivery Trucks."

Quality Control Plan. The Contractor shall submit, in writing, a proposed Quality Control (QC) Plan to the Engineer. The QC Plan shall be submitted a minimum of 45 calendar days prior to the production of a mixture. The QC Plan shall address the quality control of the concrete, cement aggregate mixture II, and controlled low-strength material incorporated in the project. The Contractor shall refer to the Department's "Model Quality Control Plan for Concrete Production" to prepare a QC Plan. The Engineer will respond in writing to the Contractor's proposed QC Plan within 15 calendar days of receipt.

Production of a mixture shall not begin until the Engineer provides written approval of the QC Plan. The approved QC Plan shall become a part of the contract between the Department and the Contractor, but shall not be construed as acceptance of any mixture produced.

The QC Plan may be amended during the progress of the work, by either party, subject to mutual agreement. The Engineer will respond in writing to a Contractor's proposed QC Plan amendment within 15 calendar days of receipt. The response will indicate the approval or denial of the Contractor's proposed QC Plan amendment.

Mix Design Requirements. A Level III PCC Technician shall be required to develop Contractor mix designs for concrete, cement aggregate mixture II, and controlled low-strength material. The mix design, submittal information, and Engineer verification shall be according to the "Portland Cement Concrete Level III Technician" course manual.

The Contractor shall provide the concrete, cement aggregate mixture II, and controlled low-strength material mix designs to the Engineer, a minimum of 45 calendar days prior to production. The mix design shall meet all the criteria specified in the contract. More than one mix design may be submitted for each class or type used.

The Contractor may provide a mix design previously developed by the Engineer. The Engineer will verify the mix design if the Department's historical test data shows compliance with specification requirements. This would also apply to a mix design previously developed by the Contractor.

Verification of a concrete, cement aggregate mixture II, or controlled low-strength material mix design shall in no manner be construed as acceptance of any mixture produced. The Engineer shall be notified in writing of any proposed changes, subsequent to verification of a mix design.

Tests performed at the jobsite will determine if a concrete, cement aggregate mixture II, or controlled low-strength material mix design can meet specifications. The Contractor shall make adjustments to a mix design, or submit a new mix design if necessary, to comply with the specifications.

Quality Control by Contractor. The Contractor shall perform quality control inspection, sampling, testing, and documentation to meet contract requirements. Quality control includes the recognition of obvious defects and their immediate correction. Quality control also includes appropriate action when passing test results are near specification limits, or to resolve test result differences with the Engineer. Quality control may require increased testing, communication of test results to the plant or the jobsite, modification of operations, suspension of mixture production, rejection of material, or other actions as appropriate. The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported no later than the start of the next work day.

When a mixture does not comply with specifications, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03 of the Standard Specifications.

- a) Personnel Requirements. The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for quality control. The jobsite and plant personnel shall be able to contact the QC Manager by cellular phone, two-way radio or other methods approved by the Engineer.

The QC Manager shall visit the jobsite a minimum of once a week. A visit shall be performed the day of a bridge deck pour, the day a non-routine mixture is placed as determined by the Engineer,

or the day a plant is anticipated to produce more than 1000 cu yd (765 cu m). Any of the three required visits may be used to meet the once per week minimum requirement.

The Contractor shall provide personnel to perform the required inspections, sampling, testing and documentation in a timely manner. The Contractor shall refer to the Department's "Qualifications and Duties of Concrete Quality Control Personnel" document.

A Level I PCC Technician shall be provided at the jobsite during mixture production and placement, and may supervise concurrent pours on the project. For concurrent pours, a minimum of one Concrete Tester shall be required at each pour location. If the Level I PCC Technician is at one of the pour locations, a Concrete Tester is still required at the same location. Each Concrete Tester shall be able to contact the Level I PCC Technician by cellular phone, two-way radio or other methods approved by the Engineer. A single Level I PCC Technician shall not supervise concurrent pours for multiple contracts.

A Level II PCC Technician shall be provided at the plant, or shall be available, during mixture production and placement. A Level II PCC Technician may supervise a maximum of three plants. Whenever the Level II PCC Technician is not at the plant during mixture production and placement, a Concrete Tester or Level I PCC Technician shall be present at the plant to perform any necessary concrete tests. The Concrete Tester, Level I PCC Technician, or other individual shall also be trained to perform any necessary aggregate moisture tests, if the Level II PCC Technician is not at the plant during mixture production and placement. The Concrete Tester, Level I PCC Technician, plant personnel, and jobsite personnel shall have the ability to contact the Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

For a mixture which is produced and placed with a mobile portland cement concrete plant as defined in Article 1103.04 of the Standard Specifications, a Level II PCC Technician shall be provided. The Level II PCC Technician shall be present at all times during mixture production and placement.

A Concrete Tester, Mixture Aggregate Technician, and Aggregate Technician may provide assistance with sampling and testing. A Gradation Technician may provide assistance with testing. A Concrete Tester shall be supervised by a Level I or Level II PCC Technician. A Gradation Technician shall be supervised by a Level II PCC Technician, Mixture Aggregate Technician, or Aggregate Technician.

- b) Required Plant Tests. Sampling and testing shall be performed at the plant, or at a location approved by the Engineer, to control the production of a mixture. The required minimum Contractor plant sampling and testing is indicated in Schedule A.
- c) Required Field Tests. Sampling and testing shall be performed at the jobsite to control the production of a mixture, and to comply with specifications for placement. For standard curing, after initial curing, and for strength testing; the location shall be approved by the Engineer. The required minimum Contractor jobsite sampling and testing is indicated in Schedule B.

Quality Assurance by Engineer. The Engineer will perform quality assurance tests on independent samples and split samples. An independent sample is a field sample obtained and tested by only one party. A split sample is one of two equal portions of a field sample, where two parties each receive one

portion for testing. The Engineer may request the Contractor to obtain a split sample. Aggregate split samples and any failing strength specimen shall be retained until permission is given by the Engineer for disposal. The results of all quality assurance tests by the Engineer will be made available to the Contractor. However, Contractor split sample test results shall be provided to the Engineer before Department test results are revealed. The Engineer's quality assurance independent sample and split sample testing is indicated in Schedule C.

- a) Strength Testing. For strength testing, Article 1020.09 of the Standard Specifications shall apply, except the Contractor and Engineer beam strength specimens may be cured in the same tank.
- b) Comparing Test Results. Differences between the Engineer's and the Contractor's split sample test results will not be considered extreme if within the following limits:

Test Parameter	Acceptable Limits of Precision
Slump	0.75 in. (20 mm)
Air Content	0.9%
Compressive Strength	900 psi (6200 kPa)
Flexural Strength	90 psi (620 kPa)
Aggregate Gradation	See "Guideline for Sample Comparison" in Appendix "A" of the Manual of Test Procedures for Materials.

When acceptable limits of precision have been met, but only one party is within specification limits, the failing test shall be resolved before the material may be considered for acceptance.

- c) Test Results and Specification Limits.
 - (1) Split Sample Testing. If either the Engineer's or the Contractor's split sample test result is not within specification limits, and the other party is within specification limits; immediate retests on a split sample shall be performed for slump, air content, or aggregate gradation. A passing retest result by each party will require no further action. If either the Engineer's or Contractor's slump, air content, or aggregate gradation split sample retest result is a failure; or if either the Engineer's or Contractor's strength test result is a failure, and the other party is within specification limits; the following actions shall be initiated to investigate the test failure:
 - (a) The Engineer and the Contractor shall investigate the sampling method, test procedure, equipment condition, equipment calibration, and other factors.
 - (b) The Engineer or the Contractor shall replace test equipment, as determined by the Engineer.
 - (c) The Engineer and the Contractor shall perform additional testing on split samples, as determined by the Engineer.

For aggregate gradation, jobsite slump, and jobsite air content; if the failing split sample test result is not resolved according to a., b., or c., and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work according to Article 105.03 of the Standard Specifications. If the mixture has already been placed, or if a failing strength test result is not resolved according to a., b., or c., the material will be considered unacceptable.

If a continued trend of difference exists between the Engineer's and the Contractor's split sample test results, or if split sample test results exceed the acceptable limits of precision, the Engineer and the Contractor shall investigate according to items a., b., and c.

- (2) (Independent Sample Testing. For aggregate gradation, jobsite slump, and jobsite air content; if the result of a quality assurance test on a sample independently obtained by the Engineer is not within specification limits, and the mixture has not been placed, the Contractor shall reject the material, unless the Engineer accepts the material for incorporation in the work according to Article 105.03 of the Standard Specifications. If the mixture has already been placed or the Engineer obtains a failing strength test result, the material will be considered unacceptable.

Acceptance by the Engineer. Final acceptance will be based on the Standard Specifications and the following:

- a) The Contractor's compliance with all contract documents for quality control.
- b) Validation of Contractor quality control test results by comparison with the Engineer's quality assurance test results using split samples. Any quality control or quality assurance test determined to be flawed may be declared invalid only when reviewed and approved by the Engineer. The Engineer will declare a test result invalid only if it is proven that improper sampling or testing occurred. The test result is to be recorded and the reason for declaring the test invalid will be provided by the Engineer.
- c) Comparison of the Engineer's quality assurance test results with specification limits using samples independently obtained by the Engineer.

The Engineer may suspend mixture production, reject materials, or take other appropriate action if the Contractor does not control the quality of concrete, cement aggregate mixture II, or controlled low-strength material for acceptance. The decision will be determined according to (a), (b), or (c).

Documentation.

- a) Records. The Contractor shall be responsible for documenting all observations, inspections, adjustments to the mix design, test results, retest results, and corrective actions in a bound hardback field book, bound hardback diary, or appropriate Department form, which shall become the property of the Department. The documentation shall include a method to compare the Engineer's test results with the Contractor's results. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the consultants, the

subcontractors, or the producer of the mixture. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

The Department's form MI 504M, form BMPR MI 654, and form BMPR MI 655 shall be completed by the Contractor, and shall be submitted to the Engineer weekly or as required by the Engineer. A correctly completed form MI 504M, form BMPR MI 654, and form BMPR MI 655 are required to authorize payment by the Engineer, for applicable pay items.

- b) Delivery Truck Ticket. The following information shall be recorded on each delivery ticket or in a bound hardback field book: initial/final revolution counter reading, at the jobsite, if the mixture is truck-mixed; time discharged at the jobsite; total amount of each admixture added at the jobsite; and total amount of water added at the jobsite.

Basis of Payment. Quality Control/Quality Assurance of portland cement concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various concrete contract items.

SCHEDULE A

CONTRACTOR PLANT SAMPLING AND TESTING			
Item	Test	Frequency	IL Modified AASHTO, IL Modified ASTM, or Department Test Method ^{1/}
Aggregates (Arriving at Plant)	Gradation ^{2/}	As needed to check source for each gradation number	T 2, T 11, T 27, and T 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Gradation ^{2/}	2,500 cu yd (1,900 cu m) for each gradation number ^{3/}	T 2, T 11, T 27, and T 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Moisture ^{4/} : Fine Aggregate	Once per week for moisture sensor, otherwise daily for each gradation number	Flask, Dunagan, Pycnometer Jar, or T 255
	Moisture ^{4/} : Coarse Aggregate	As needed to control production for each gradation number	Dunagan, Pycnometer Jar, or T 255
Mixture ^{5/}	Slump, Air Content, Unit Weight / Yield, and Temperature	As needed to control production	T 141 and T 119 T 141 and T 152 or T 196 T 141 and T 121 T 141 and T 309

1/ Refer to the Department's "Manual of Test Procedures for Materials".

2/ All gradation tests shall be washed. Testing shall be completed no later than 24 hours after the aggregate has been sampled.

3/ One per week (Sunday through Saturday) minimum unless the stockpile has not received additional aggregate material since the previous test.

One per day minimum for a bridge deck pour unless the stockpile has not received additional aggregate material since the previous test. The sample shall be taken and testing completed prior to the pour. The bridge deck aggregate sample may be taken the day before the pour or as approved by the Engineer.

4/ If the moisture test and moisture sensor disagree by more than 0.5 percent, retest. If the difference remains, adjust the moisture sensor to an average of two or more moisture tests, using the Dunagan or Illinois Modified AASHTO T 255 test method. The Department's "Water/Cement Ratio Worksheet" form shall be completed when applicable.

5/ The Contractor may also perform strength testing according to Illinois Modified AASHTO T 141, T 23, and T 22 or T 177; or water content testing according to Illinois Modified AASHTO T 318; or other tests at the plant to control mixture production.

SCHEDULE B

CONTRACTOR JOBSITE SAMPLING & TESTING ^{1/}			
Item	Measured Property	Random Sample Testing Frequency per Mix Design and per Plant ^{2/}	IL Modified AASHTO Test Method
Pavement, Shoulder, Base Course, Base Course Widening, Bridge Approach Pavement, Driveway Pavement, Railroad Crossing, Cement Aggregate Mixture II	Slump ^{3/ 4/}	1 per 500 cu yd (400 cu m) or minimum 1/day	T 141 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 And T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 1250 cu yd (1000 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23
Bridge Deck ^{9/} , Bridge Deck Overlay ^{9/} , Superstructure ^{9/} , Substructure, Culvert,	Slump ^{3/ 4/}	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 And T 152 or T 196

CONTRACTOR JOBSITE SAMPLING & TESTING ^{1/}			
Miscellaneous Drainage Structures, Retaining Wall, Building Wall, Drilled Shaft Pile & Encasement Footing, Foundation, Pavement Patching, Structural Repairs	Compressive Strength ^{7/8/} or Flexural Strength ^{7/8/}	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23
Seal Coat	Slump	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141 and T 119
	Compressive Strength ^{7/8/} or Flexural Strength ^{7/8/}	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23

CONTRACTOR JOBSITE SAMPLING & TESTING ^{1/}			
Curb, Gutter, Median, Barrier, Sidewalk, Slope Wall, Paved Ditch, Fabric Formed Concrete Revetment Mat ^{11/} , Miscellaneous Items, Incidental Items	Slump ^{3/4/}	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 and T 119
	Air Content ^{3/5/} ^{6/}	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 And T 152 or T 196
	Compressive Strength ^{7/8/} or Flexural Strength ^{7/8/}	1 per 400 cu yd (300 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23
All	Temperature ^{3/}	As needed to control production	T 141 and T 309
Controlled Low-Strength Material (CLSM)	Air Content, Flow and Compressive Strength	As needed to control production	Test according to CLSM specification

1/ Sampling and testing of small quantities of curb, gutter, median, barrier, sidewalk, slope wall, paved ditch, miscellaneous items, and incidental items may be waived by the Engineer if requested by the Contractor. However, quality control personnel are still required according to "Quality Control by Contractor, (a) Personnel Requirements." The Contractor shall also provide recent evidence that similar material has been found to be satisfactory under normal sampling and testing procedures. The total quantity that may be waived for testing shall not exceed 100 cu yd (76 cu m) per contract.

2/ If one mix design is being used for several construction items during a day's production, one testing frequency may be selected to include all items. The construction items shall have the same slump, air content, and water/cement ratio specifications. The frequency selected shall equal or exceed the testing required for the construction item.

One sufficiently sized sample shall be taken to perform the required test(s). Random numbers shall be determined according to the Department's "Method for Obtaining Random Samples for Concrete". The Engineer will provide random sample locations.

3/ The temperature, slump, and air content tests shall be performed on the first truck load delivered, for each pour. Unless a random sample is required for the first truck load, testing the first truck load does not satisfy random sampling requirements.

4/ The slump random sample testing frequency shall be a minimum 1/day for a construction item which is slipformed.

5/ If a pump or conveyor is used for placement, a correction factor shall be established to allow for a loss of air content during transport. The first three truck loads delivered shall be tested, before and after transport by the pump or conveyor, to establish the correction factor. Once the correction is determined, it shall be re-checked after an additional 50 cu yd (40 cu m) is pumped, or an additional 100 cu yd (80 cu m) is conveyed. This shall continue throughout the pour. If the re-check indicates the correction factor has changed, a minimum of two truck loads is required to re-establish the correction factor. The correction factor shall also be re-established when significant changes in temperature, distance, pump or conveyor arrangement, and other factors have occurred. If the correction factor is 3.0 percent or more, the Contractor shall take corrective action to reduce the loss of air content during transport by the pump or conveyor. The Contractor shall record all air content test results, correction factors and corrected air contents. The corrected air content shall be reported on Form MI 654.

6/ If the Contractor's or Engineer's air content test result is within the specification limits, and 0.2 percent or closer to either limit, the next truck load delivered shall be tested by the Contractor. For example, if the specified air content range is 5.0 to 8.0 percent and the test result is 5.0, 5.1, 5.2, 7.8, 7.9 or 8.0 percent, the next truck shall be tested by the Contractor.

If the Contractor's or Engineer's air content or slump test result is not within the specification limits, all subsequent truck loads delivered shall be tested by the Contractor until the problem is corrected.

7/ The test of record for strength shall be the day indicated in the Standard Specifications. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of at least two cylinder or two beam breaks for field tests.

In some instances, such as Articles 503.05 and 503.06 of the Standard Specifications, only a flexural strength is specified. An equivalent compressive strength may be used if approved by the Engineer.

8/ In addition to the strength test, an air test, slump test, and temperature test shall be performed on the same sample. For mixtures pumped or conveyed, the Contractor has the option to sample at the discharge end.

9/ The air content test will be required for each delivered truck load.

10/ For seal coat, the slump test shall be performed as needed to control production.

11/ For fabric formed concrete revetment mat, the slump test is not required and the flexural strength test is not applicable.

SCHEDULE C

ENGINEER QUALITY ASSURANCE INDEPENDENT SAMPLE TESTING		
Location	Measured Property	Testing Frequency ^{1/}
Plant	Gradation of aggregates stored in stockpiles or bins, Slump and Air Content	As determined by the Engineer.
Jobsite	Slump, Air Content and Strength	As determined by the Engineer.

ENGINEER QUALITY ASSURANCE SPLIT SAMPLE TESTING		
Location	Measured Property	Testing Frequency ^{1/}
Plant	Gradation of aggregates stored in stockpiles or bins ^{2/}	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 10% of total tests required of the Contractor will be performed per aggregate gradation number and per plant.
	Slump and Air Content	As determined by the Engineer.
Jobsite	Slump ^{2/} and Air Content ^{2/3/}	At the beginning of the project, the first three tests performed by the Contractor. Thereafter, a minimum of 10% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.
	Strength ^{2/}	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 10% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.

1/ The Engineer will perform the testing throughout the period of quality control testing by the Contractor.

2/ The Engineer will witness and take immediate possession of or otherwise secure the Department's split sample obtained by the Contractor.

3/ Before transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant. After transport by pump or conveyor, a

minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant.

SCHEDULE D

IDOT CONCRETE QUALITY CONTROL AND QUALITY ASSURANCE DOCUMENTS

- a) Model Quality Control Plan for Concrete Production (*)
- b) Qualifications and Duties of Concrete Quality Control Personnel (*)
- c) Development of Gradation Bands on Incoming Aggregate at Mix Plants (*)
- d) Required Sampling and Testing Equipment for Concrete (*)
- e) Method for Obtaining Random Samples for Concrete (*)
- f) Calibration of Concrete Testing Equipment (BMPR PCCQ01 through BMPR PCCQ09) (*)
- g) Water/Cement Ratio Worksheet (BMPR PCCW01) (*)
- h) Field/Lab Gradations (MI 504 M) (*)
- i) Concrete Air, Slump and Quantity (BMPR MI 654) (*)
- j) P.C. Concrete Strengths (BMPR MI 655) (*)
- k) Aggregate Technician Course or Mixture Aggregate Technician Course (*)
- l) Portland Cement Concrete Tester Course (*)
- m) Portland Cement Concrete Level I Technician Course - Manual of Instructions for Concrete Testing (*)
- n) Portland Cement Concrete Level II Technician Course - Manual of Instructions for Concrete Proportioning (*)
- o) Portland Cement Concrete Level III Technician Course - Manual of Instructions for Design of Concrete Mixtures (*)
- p) Manual of Test Procedures for Materials

* Refer to the Manual of Test Procedures for Materials for more information.

**SPECIAL PROVISION
FOR
HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS**

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

Definitions.

Density Test Location: The station location used for density testing.

Density Test Site: Individual test site where a single density value is determined.

Density Reading: A single, one minute nuclear density reading.

1030.05(d) (3) add the following:

Longitudinal joint density testing shall be performed at each random "density test location". Longitudinal joint testing shall be located at a distance equal to the lift thickness, or a minimum of two inches, from each pavement edge. For Example, on a four inch HMA lift the near edge of the nuclear gauge or core barrel shall be within four inches from the edge of pavement. Documentation shall indicate whether the joint was confined or unconfined. The joint density value shall be determined using either a correlated nuclear gauge or cores.

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

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

1030.05(d) (4) Replace the density control limits table with the following:

DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test 2/	Minimum Unconfined Test
IL-9.5, IL-12.5	Ndesign \geq 90	92.0 – 96.0 %	90.0 %
IL-9.5, IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4 %	90.0 %
IL-19.0, IL-25.0	Ndesign \geq 90	93.0 – 96.0 %	90.0 %

IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4 %	90.0 %
SMA	Ndesign = 50 and 80	93.5 – 97.4 %	91.0 %
All Other	Ndesign = 30	93.0 1/ - 97.4 %	90.0 %

1/ 92.0 % when placed as first lift on an unimproved subgrade.

2/ "Density values" shall meet the "Individual Test" density control limits specified herein.

**SPECIAL PROVISION
FOR
HOT-MIX ASPHALT - PLANT TEST FREQUENCY**

Revise the table in Article 1030.02 (d)(2)a. of the Standard Specifications to read:

Effective: April 1, 2008

Revised: January 1, 2010

*Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm), No. 200 (75 μm) Note 1.	1 washed ignition oven test on the mix per day of production. Note 4.	1 washed ignition oven test on the mix per day of production. Note 4.	Illinois Procedure
Asphalt Binder Content by Ignition Oven Note 2	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
VMA Note 3	Day's production ≥ 1200 tons: 1 per half day of production Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	N/A	Illinois-Modified AASHTO R 35
Air Voids Bulk Specific Gravity of Gyratory Sample	Day's production ≥ 1200 tons: 1 per half day of production Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	1 per day	Illinois-Modified AASHTO T 312

*Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Maximum Specific Gravity of Mixture	Day's production \geq 1200 tons: 1 per half day of production	1 per day	Illinois-Modified AASHTO T 209
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600 μ m) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident.

**SPECIAL PROVISION
FOR
HOT-MIX ASPHALT –TRANSPORTATION**

Revise Article 1030.08 of the Standard Specifications to read:

"1030.08 Transportation. Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department's approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- 1) Ambient air temperature is below 60 °F (15 °C).
- 2) The weather is inclement.
- 3) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine."

**SPECIAL PROVISION
FOR
CRACK ROUTING AND SEALING**

The following crack preparation and sealing material will be used:

Materials. The material will conform to ASTM Specification 3405 and Federal Specification SS-S-1401C.

Sealant Equipment. Equipment used to melt and dispense the Rubberized Asphalt will be designed for that purpose. The material will be melted in a double boiler, oil-jacketed melter; equipped with a mechanical agitator, which will be in continuous use while the unit is in operation.

Routing and Cleaning of Cracks and Joints. No crack or joint less than 1/4 inch in width will be routed, cleaned or sealed without the permission of the Engineer. Those cracks and/or joints greater than 1/4 inch will be routed to a depth of 3/4 inch using suitable routing equipment. All cracks and joints will be blown clean with 90 p.s.i. of oil-free, compressed air.

Placing of Sealant. Immediately prior to placing the sealant, all cracks and joints will be dry. Care will be exercised to ensure that the final bead of sealant will be flush or slightly recessed when cured on the day following placement.

Touch-Up Work. If the application is not successful, for any reason, the contractor will be required to rout, clean and reseal all areas that have failed. This work will be done at the contractor's expense.

Method of Measurement and Basis of Payment. The cleaning and filling of cracks will be paid for per Foot for Crack Routing and Sealing which will include all materials, equipment, labor and traffic control as required to complete the work.

Schedule of Work. This work will take place after the placement of the final lift of Hot-Mix-Asphalt Surface. The need for crack sealing and the locations for this work will be determined by the Engineer. Some of this work may be required before the project completion date specified in the Contract. However, some or all of the work may be required after the contract completion date, typically, in the next calendar year to repair reflective cracks.

**SPECIAL PROVISION
FOR
SCHEDULING AND LANDSCAPING**

Landscaping

All landscaping items contained in this contract shall be undertaken and completed in accordance with the seasonal restrictions found in the plans, specifications and special provisions. This work, or portions thereof, shall be undertaken as directed by the Engineer, and a total of five (5)* working days beyond the contract completion date is allowed in order to complete the improvement.

**SPECIAL PROVISION
FOR
HOT-MIX ASPHALT MIXTURE IL-4.75**

Description. This work shall consist of constructing Hot-Mix Asphalt (HMA) leveling binder with an IL-4.75 mixture. Work shall be according to Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials. Revise the first paragraph of Article 1003.03(c) of the Standard Specifications to read:

“(c) Gradation. The fine aggregate gradation for High ESAL, Low ESAL, and All Other HMA shall be FA 1, FA 2, FA 20, or FA 21; except FA 21 will not be permitted for mixture IL-4.75.”

Revise the third sentence of Note 2 of Article 1030.02 of the Standard Specifications to read:

“The maximum percentage of RAP in any mixtures containing a polymer modified asphalt binder shall be ten percent.”

Revise the second sentence of Note 3 of Article 1030.02 of the Standard Specifications to read:

“For mixtures with an N design ≥ 90 and for mixture IL-4.75, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA/FM 20 gradation.”

Add the following note after Table 1 and after Table 2 of Article 1032.05(b) of the Standard Specifications:

“Note. When SBS/SBR PG76-22 or SBS/SBR PG76-28 is specified for mixture IL-4.75; the elastic recovery shall be a minimum of 80.”

Equipment. Add the following paragraph after the second paragraph of Article 1102.01(a)(6) of the Standard Specifications:

“IL-4.75 mixtures which contain aggregate having absorptions greater than or equal to 2.5 percent, or which contain steel slag sand, shall have a minimum silo storage plus haul time of 1.5 hours.”

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

“(13) For mixture IL-4.75, mineral filler and collected dust (baghouse) shall be proportioned according to the following.

- 1) Mineral filler shall not be stored in the same silo as collected dust (baghouse).
- 2) Additional minus 200 material needed to meet the JMF may be entirely manufactured mineral filler.
- 3) Collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following.
 - a) Sufficient collected dust (baghouse) is available for production of the IL-4.75 mixture for the entire project.

- b) A mix design was prepared based on collected dust (baghouse).
- 4) A combination of collected dust (baghouse) and manufactured mineral filler may be used according to the following.
- a) The amount (proportion) of each shall be established and not varied.
- b) A mix design was prepared based on the established proportions."

Mixture Design. Add the following to the list of Illinois Modified AASHTO references in Article 1030.04 of the Standard Specifications:

"AASHTO T 305 Standard Method of Test for Determination of Draindown Characteristics in Uncompacted Asphalt Mixtures"

Add the following to Article 1030.04(a) of the Standard Specifications:

"(4) IL-4.75 Mixture. The Job Mix Formula (JMF) shall fall within the following limits.

IL-4.75, MIXTURE COMPOSITION	
Sieve	Percent Passing
1/2 in. (12.5 mm)	100
3/8 in. (9.5 mm)	100
No. 4 (4.75 mm)	90-100
No. 8 (2.36 mm)	70-90
No. 16 (1.18 mm)	50-65
No. 30 (600 µm)	35-55
No. 50 (300 µm)	15-30
No. 100 (150 µm)	10-18
No. 200 (75 µm)	7-9
AB Content	7% to 9%"

Add the following to Article 1030.04(b) of the Standard Specifications: "(4) IL-4.75 Mixture.

VOLUMETRIC REQUIREMENTS IL-4.75	
Volumetric Parameter	Requirement
Design Air Voids	4.0 % at Ndesign 50
Voids in the Mineral Aggregate (VMA)	18.5 % minimum
Voids Filled with Asphalt (VFA)	78-88 %
Maximum Dust/AC Ratio	1.0
Maximum Draindown	0.3%"

Control Limits. Add the following to the tables in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS		
Parameter	IL-4.75 Individual Test	IL-4.75 Moving Ave. of 4
% Passing: 1/		
1/2 in. (12.5 mm)		
No. 4 (4.75 mm)		
No. 8 (2.36 mm)		
No. 16 (1.18 mm)	± 4 %	± 3 %
No. 30 (600 µm)		
Total Dust Content No. 200 (75 µm)	± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %
Voids	± 1.2 %	± 1.0 %

DENSITY CONTROL LIMITS		
Mixture Composition	Parameter	Individual Test
IL-4.75	Ndesign = 50	93.0% - 97.4% 2/

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

CONSTRUCTION REQUIREMENTS

Leveling. Revise the table and the second paragraph of Article 406.05(c) of the Standard Specifications to read:

"Leveling Binder	
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L
> 1 1/4 to 2 (32 to 50)	IL-9.5, IL-12.5, or IL-9.5L

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures; and 1 1/2 in. (38 mm) or greater for IL-12.5 mixtures."

Placing. Revise Article 406.06(b) of the Standard Specifications to read:

“(b) Placement Conditions. Placement of HMA shall be under the following conditions.

- 1) General Conditions. HMA shall be placed on a clean, dry base and when weather conditions are suitable. The leveling binder and binder courses shall be placed only when the temperature in the shade is at least 40 °F (5 °C) and the forecast is for rising temperatures. The surface course shall be placed only when the air temperature in the shade is at least 45 °F (8 °C) and the forecast is for rising temperatures. The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). Intermingling of different mixture compositions at any one paver will not be permitted.
- 2) Special Conditions for mixture IL-4.75.
 - a) The surface shall be dry for at least 24 hours, and clean, prior to placement of the mixture.
 - b) Work shall not begin when local conditions indicate rain is imminent.
 - c) The mixture shall be placed only when the temperature in the shade is at least 50 °F (10 °C) and the forecast is for rising temperatures.
 - d) The mixture temperature shall be 310 to 350 °F (155 to 175 °C) and shall be measured in the truck just prior to placement.
 - e) When used as leveling binder, the mixture shall be overlaid within five days of being placed.”

Add the following paragraph to the end of Article 406.06(d) of the Standard Specifications:

“The minimum and maximum compacted lift thickness for mixture IL-4.75 shall be 3/4 in. (19 mm) and 1 1/4 in. (32 mm) respectively.”

Compaction. Revise Table 1 of Article 406.07 of the Standard Specifications to read:

"TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA				
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Level Binder: (When the density requirements of Article 406.05(c) do not apply.)	P 3/	--	VS, P, TB, TF, 3W	To the satisfaction of the Engineer.
1/ Binder and Surface 1/ Level Binder: (When the density requirements of Article 406.05(c) apply.)	VD, P, TB, 3W	P 3/	VS, TB, TF	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).

2/ Bridge Decks	TB	--	TF	As specified in Articles: 582.05 and 582.06.
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- 1/ If the average delivery at the job site is 85 ton/hr (75 metric ton/hr) or less, any roller combination may be used provided it includes a steel wheeled roller and the required density and smoothness is obtained.
- 2/ One TB roller may be used for both breakdown and final rolling on bridge decks 300 ft (90 m) or less in length, except when the air temperature is less than 60 °F (15 °C).
- 3/ A VD roller may be used in lieu of the P roller on mixtures containing polymer modified asphalt binder.
- 4/ For mixture IL-4.75, a minimum of two TB rollers and one TF roller shall be provided. P and V rollers will not be permitted."

Basis of Payment. Add the following paragraph after the third paragraph of Article 406.14 of the Standard Specifications:

"Mixture IL-4.75 will be paid for at the contract unit price per ton (metric ton) for Polymerized Leveling Binder (Machine Method), IL-4.75, N50.

**SPECIAL PROVISION
FOR
RECLAIMED ASPHALT PAVEMENT (RAP)**

In Article 1030.02(g), delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

- a) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass one sieve size larger than the maximum sieve size specified for the mix the RAP will be used in.
- b) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- c) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

- d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

1031.03 Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

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

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

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

Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable Gmm. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 µm)	± 5 %	
No. 200 (75 µm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % ^{1/}	± 0.5 %
G _{mm}	± 0.03	

1/ The tolerance for FRAP shall be $\pm 0.3\%$.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

1031.04 Quality Designation of Aggregate in RAP/FRAP.

- a) The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
 - (1) RAP from Class I, Superpave (High ESAL)/HMA (High ESAL), or HMA (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
 - (3) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
 - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- b) The aggregate quality of FRAP shall be determined as follows.
 - (1) If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer. If the quality is not known, the quality shall be determined according to Article 1031.04(b)(2).
 - (2) Fractionated stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications."

1031.05 Use of RAP/FRAP in HMA. The use of RAP/FRAP shall be a Contractor's option when constructing HMA in all contracts. The use of RAP/FRAP in HMA shall be as follows.

- a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- c) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better.
- d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- e) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.
- f) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table below for a given N Design.

Max RAP Percentage

HMA Mixtures ^{1/, 3/}	Maximum % FRAP		
	Ndesign	Binder/Leveling Binder	Surface
30	30	30	10
50	25	15	10
70	15/2525	20	10
90	10	10	10
105	10	10	10

1/ For HMA shoulder and stabilized subbase (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.

2/ Value of Max % RAP if homogeneous RAP stockpile of IL-9.5 RAP is utilized.

3/ When RAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275°F (135 °C) the grades shall be reduced as follows:

Overlays: When WMA contains between 20 and 30 percent RAP the high temperature shall be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-22). When WMA contains 30 percent or more RAP the high and low temperature grades shall each

be reduced by one grade (i.e. 35 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

Full Depth: When WMA contains between 20 and 30 percent RAP, the low temperature shall be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG64-28). When the WMA contains 30 percent or more RAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

- g) When the Contractor chooses the FRAP option, the percentage of FRAP shall not exceed the amounts indicated in the table below for a given N Design.

Max FRAP Percentage

HMA Mixtures ^{1/, 2/}	Maximum % FRAP		
	Ndesign	Binder/Leveling Binder	Surface
30	35	35	10
50	30	25	10
70	25	20	10
90	20	15	10
105	10	10	10

1/ For HMA shoulder and stabilized subbase (HMA) N30, the amount of FRAP shall not exceed 50 percent of the mixture.

2/ When FRAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275°F (135 °C) the grades shall be reduced as follows:

Overlays: When WMA contains between 20 and 30 percent FRAP the high temperature shall be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-22). When WMA contains 30 percent or more FRAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

Full Depth: When WMA contains between 20 and 30 percent FRAP, the low temperature shall be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG64-28). When the WMA contains 30 percent or more FRAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

1031.06 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP material meeting the above detailed requirements.

RAP/FRAP designs shall be submitted for volumetric verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside

of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.

1031.07 HMA Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

HMA plants utilizing RAP/FRAP shall be capable of automatically recording and printing the following information.

a) Dryer Drum Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (4) Accumulated dry weight of RAP/FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- (8) Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

b) Batch Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.

- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) RAP/FRAP weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram).
- (7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted.

**SPECIAL PROVISION
FOR
CUTTING HOT-MIX ASPHALT SURFACE**

Description. This work shall consist of the cutting of the hot-mix asphalt surface wherever indicated and to the depth as shown on the plans and as required by the Engineer.

The hot-mix-asphalt surface shall be cut to a straight line and a vertical plane by a method approved by the Engineer.

It shall be the responsibility of the Contractor to determine the thickness of the existing hot-mix-asphalt surface course as well as underlying pavement layers as may be impacted by the required cutting. No additional compensation will be allowed because of variations from the assumed thicknesses or from the thicknesses shown on the plans.

Basis of Payment. This work will be paid for at the Contract Unit Price per Foot for Cutting Hot-Mix Asphalt Surface.

**SPECIAL PROVISION
FOR
HOT-MIX-ASPHALT DRIVEWAY SURFACE REMOVAL**

Description. This work shall consist of the removal and satisfactory disposal of the hot-mix-asphalt driveway surface course wherever indicated on the plans and as required by the Engineer.

The existing hot-mix-asphalt driveway surface shall be removed to the depth as shown on the plans or as directed by the Engineer.

This work shall immediately precede the construction of the work for which the removal is required.

Equipment and methods used for removing the driveway surface shall be such as to prevent cracking, shattering or spalling and to provide a straight line cut and vertical plane at the limits of the removal area when adjacent to driveway or parking lot surface remaining in place. The equipment used to remove the material shall be approved by the Engineer.

If the bituminous driveway surface material being removed is to be used in embankment, it shall conform to and be placed and compacted in accordance with Section 205. If all or part of this material is to be disposed of outside the right of way, it shall be disposed of by the Contractor at his expense and in accordance with Section 202.

Basis of Payment. This work will be paid for per Square Yard for Hot-Mix-Asphalt Surface Removal which shall include all labor, equipment and disposal of the material removed. In addition, any temporary ramps or butt joints which may be required to maintain access to adjacent properties or sidewalks, as directed by the Engineer, will not be paid for separately, but will be included in the cost of this item.

**SPECIAL PROVISION
FOR
TEMPORARY BUTT JOINTS**

Description. Immediately after the removal of the existing hot-mix-asphalt surface, Temporary Butt Joints shall be constructed at the saw cut limits of removal. The Butt Joints are to be constructed with Hot-Mix-Asphalt Surface Course or Leveling Binder and compacted as directed by the Engineer. A coated paper bond breaker shall be placed between the Butt Joint and the existing surface.

The Butt Joints shall be removed and the exposed surfaces primed just prior to the placement of the specified Hot-Mix-Asphalt paving material.

Temporary Butt Joints shall be measured in Feet (Meters).

Basis of Payment. The cost of constructing and removing the Butt Joints shall be paid for at the Contract Unit Price per Foot (Meter) for Temporary Butt Joints.

**SPECIAL PROVISION
FOR
TREATMENT OF CRACKS**

Prior to placing leveling binder, binder course or surface course mixtures, as specified, on milled or unmilled surfaces to be resurfaced, all cracks shall be pneumatically cleaned and free of dirt, water, vegetation and loose material and then sealed to the satisfaction of the Engineer.

Small cracks less than 1/2 inch (13mm) width shall be filled in accordance with Section 451. This preparation and treatment of the existing milled or unmilled pavement, as called for in the plans, shall be paid for at the contract unit price per pound (kilogram) for CRACK FILLING. Crack routing will not be required, and the Contractor will not be paid for this item.

Cracks 1/2 inch (13mm) or greater in width shall be primed, filled with Mixture for Cracks, Joints and Flangeways conforming to that specified in Article 406.05 and compacted by use of a vibratory roller. Cracks that remain in a heaved condition shall be resettled by use of vibratory roller. If the heaved condition cannot be settled, it shall be milled flat to the satisfaction of the Engineer. The Engineer may waive the vibratory roller equipment if the Contractor can obtain satisfactory results with other rollers designated in Article 1101.01. This preparation and treatment of the existing milled or unmilled pavement, as called for in the plans, shall be paid for at the contract unit price per ton for MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS.

**SPECIAL PROVISION
FOR
FRAMES AND LIDS TO BE ADJUSTED, SPECIAL**

Description. This work shall consist of the stage adjustment of frames and lids or grates of existing drainage and utility structures within the pavement area where the existing bituminous surface is to be removed. All work shall be in accordance with the applicable portions of Section 353, 406 and 603 of the Standard Specifications, at the locations shown in the plans or as designated by the Engineer and as herein specified.

Materials and Construction Methods. Stage I shall consist of a minimum twelve-inch (12 inch) wide removal of the pavement area around the structure; lowering of the existing frame to the elevation of the milled pavement surface; and backfilling with six-inch (6 inch) thick compacted bituminous material approved by the Engineer.

Stage II shall consist of removing the bituminous material, adjusting the frame to its final surface elevation and the replacement of the removed bituminous material with P.C. Concrete and/or Bituminous Concrete Material, meeting the requirements of Sections 353 and/or 406 of the Standard Specifications with the exception Bituminous Binder will not be allowed where Type 5 frames are encountered.

In lieu of lowering the existing frames with closed lids, the Contractor may remove and store the frame and lids and cover the existing structure with a one-half inch thick metal plate, flush with the milled surface, which will remain the property of the Contractor upon its replacement with the existing frame and lid.

Basis of Payment. This work will be paid for at the contract unit price each for Frames and Lids to be Adjusted, Special, which price shall be payment in full for adjusting the structure as herein required.

Existing broken frames or lids shall be removed and disposed of by the Contractor and shall be replaced as directed by the Engineer. Replacement frames and lids will be paid for in accordance with Article 109.04 of the Standard Specifications unless a separate pay item has been provided.

The adjustment of privately owned utility structures is not a part of this contract and will be done by the respective owners. On all Metropolitan Sanitary District structures, only P.C. Concrete Precast Rings shall be used for adjusting frames.

For projects located in the City of Chicago, the temporary placement of asphalt or steel plates over existing valve vaults is strictly prohibited. Access to these structures must be preserved at all times during the construction period. Adjustment of these valve vault structures in the City of Chicago will not be performed according to this special provision.

**SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES**

This special provision amends the provisions of Article 105.07 of the Standard Specifications and includes a section clarifying the utility information provided in the plans and specifications.

105.07 - Cooperation with Utilities. Revise the last paragraph regarding (a) known Utilities to read:

“No additional compensation will be allowed for any delays, inconveniences, or damage sustained by the Contractor due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by him; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances either in their present or relocated positions.”

105.07 - Cooperation with Utilities. Delete subarticle 105.07 (b) Unknown Utilities and substitute the following:

(b) Unknown Utilities. The requirements stated above for known utilities shall apply to unknown utilities.

Examination of Plans, Specifications, Special Provisions and Site of Work.

The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all the requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Department will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents, shall request such in writing from the Department, in sufficient time to allow a written reply by the Department that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Department including, but not limited to, an addendum, if the information is deemed by the Department to be necessary in submitting bids or if the Department concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Department.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility

whatever in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of underground utility facilities. It shall be the Contractor's responsibility to determine the actual location of all such facilities including field verification of both vertical and horizontal locations relative to the work. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for removing or adjusting them.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions. The Contractor's attention is directed to the fact that the various utility companies may be relocating and constructing facilities within the project limits concurrent with the Contractor's operations. The Contractor shall coordinate his activities with the various utility companies, at all times, and may be required to work at other locations of the improvement until relocation and construction is completed by the utility company. The Contractor is advised that the relocation times and schedules listed in the special provision "Status of Utilities to be Adjusted" are only rough estimates and no extra compensation will be allowed for delays resulting from any work performed by a utility company or for their failure to meet said relocation schedule.

**STATUS OF UTILITIES
UTILITIES TO BE ADJUSTED
MOUNT PROSPECT ROAD
NORTHWEST HIGHWAY TO BUSSE AVENUE
SECTION: 11-W7441-XX-RS**

The following agencies have facilities within the project limits:

Commonwealth Edison Company

1500 Franklin Blvd.
Libertyville, IL 60048
Attn: Terri Bleck
(847) 816-5239
James Torres
(312) 394-3260
David Stoppelman
(630) 576-7092

City of Des Plaines

1420 Miner Street/Northwest Highway
Des Plaines, IL 60016
Attn: Timothy Oakley
Director of Engineering
(847) 391-5390

AT&T Illinois

1000 Commerce Drive, Floor 2
Oak Brook, IL 60523
Attn: David Phelps
(312) 307-5212 (C)

Comcast

688 Industrial Avenue
Elmhurst, IL 60126
Attn: Robert L. Schulter
Right-of-way Manager
(630) 600-6348

Nicor Gas Company

1844 Ferry Road
Naperville, IL 60563
Attn: Constance Lane
Engineering Administrator
(630) 388-3830

Village of Mount Prospect

1700 W. Central Road
Mount Prospect, IL 60056
Attn: Glen Andler
Director of Public Works
(847) 870-5640

Wide Open West

1030 National Parkway
Schaumburg, IL 60173
Attn: Brian Hurd
(630) 523-1264

MCI

7719 West 60th Place
P.O. Box 387
Summit, IL 60501
Attn: Jim Todd
(708) 458-6410
Beth Seubert
(972) 729-6016

**Status of Utilities to be Adjusted
Mount Prospect Road (Contd.)**

**Metropolitan Water Reclamation
District of Greater Chicago**
100 East Erie Street
Chicago, IL 60611
Attn: Kenneth Kits
Director of Engineering
(312) 751-7905

AT&T Corporation
866 Rock Creek Road
Plano, IL 60545
Attn: Carl Donahue
(847) 420-9115 (C)

Utilities have not been delineated on the plans as no major conflicts or relocations are anticipated. It shall be the Contractor's responsibility to contact J.U.L.I.E. and Pipeline companies to locate utilities and protect existing utilities. The applicable provisions of Articles 105.07, 107.20 and 107.31 of the Standard Specifications for Road and Bridge Construction and Cook County Special Provision 185 shall apply.

NOTE: All Sanitary Sewer Manholes to be Adjusted shall be waterproofed in accordance with Special Provision #194 for Waterproofing Sanitary Sewer Manholes.

NOTE: The Contractor shall contact J.U.L.I.E. at 1-800-892-0123 at least 48 hours prior to

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**SPECIAL PROVISION
FOR
WATERPROOFING OF SANITARY MANHOLES**

Description. This work shall consist of waterproofing the exterior top portion of sanitary manholes to prevent the infiltration of surface water into the sanitary system and shall conform to Section 602 of the Standard Specifications with the following additional requirements:

Materials and Construction. At sanitary manholes to be adjusted, and/or reconstructed, the contractor shall expose a maximum of 12 inches of the cone section and remove the frame and any adjusting rings.

The existing manhole frame and concrete adjusting rings shall be separated from the cone and each other. Care shall be taken to prevent damage to the concrete rings and frame while removing the mortar adhering to the rings and frame.

Once final grade is established, the concrete adjusting rings shall be reset in either a 3/8 inch thick bituminous mastic bed or a 1/4 inch thick bed of redi-seal asphalt compound or an approved equal.

The frame shall be set on either a 3/8 inch thick bituminous plastic bed or two side by side courses of 1 inch rope butyl gasket material or an approved equal.

A 3/8 inch layer of bituminous mastic shall be applied to the outside of the concrete adjusting rings and/or frame making sure to completely cover the external surfaces with mastic. The mastic should extend 6 inch to 12 inch below the top of the cone section.

A sheet of polyvinyl chloride with a minimum thickness of 8 mils or E-Z wrap rubber or equivalent shall be set into the outside mastic material making sure the plastic sheet or wrap rubber is held securely to the frame and cone with polywrap tape before backfilling.

Basis of Payment. This work will be paid for at the contract unit price per each for Waterproofing Sanitary Manholes to be Adjusted; Waterproofing Sanitary Manholes to be Reconstructed; Waterproofing Sanitary Manholes to be Reconstructed, Special; Waterproofing Sanitary Frames and Lids to be Adjusted or Waterproofing Sanitary Frames and Lids to be Adjusted, Special.

**SPECIAL PROVISION
FOR
INLET FILTER CLEANING**

Description. This work shall consist of cleaning sediment out of a drainage structure inlet filter when directed by the Engineer. This cleaning work is to be periodically performed as directed by the Engineer, for the duration of the use of each drainage structure inlet filter assembly. The Engineer will be the sole judge of the need for cleaning, based on the rate that debris and silt is collected at each inlet filter location.

Cleaning of the inlet filter shall consist of inspecting, cleaning (includes removal and proper disposal of debris and silt that has accumulated in the filter fabric bag) by vactoring, removing and dumping, or any other method approved by the Engineer.

Method of Measurement. This work shall be measured for payment each time that the cleaning work is performed at each of the drainage structure inlet filter locations.

Basis of Payment. This work shall be paid for at the contract unit price per each occurrence for Inlet Filter Cleaning.

**SPECIAL PROVISION
FOR
TEMPORARY EROSION CONTROL**

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

“Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer.”

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

“The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor’s operations, or for the Contractor’s convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer’s written approval.”

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

“Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment.”

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

**SPECIAL PROVISION
FOR
SODDING**

This Special Provision amends the provisions of the Standard Specifications and shall be construed to be a part thereof.

252.09 Supplemental Watering. Revise the third sentence to read:

When the supplemental watering is specified on the plans, the water shall be applied at the total rate of 10 gallons per square yard (45 liters per square meter) within 24 hours of notice.

252.11 Inspection. Revise the first paragraph to read:

The Contractor shall notify the Cook County Highway Department of the localities from which the sod is to be obtained so that an authorized representative of the Highway Department can inspect the field for approval. All sod shall be fresh and green when delivered. Any sod that is dried out, burned, brown or inferior in quality to the approved sod field, or in any way fails to meet the requirements of the specifications, will be rejected and removed from the job immediately and shall be replaced with suitable sod at the Contractor's expense.

To insure the delivery of suitable field sod, three weeks before cutting, the Contractor or the Supplier shall apply sufficient weed killer to eradicate existing common weeds. Seven days after the weed killer is applied, sufficient fertilizer shall be spread over the field to insure green sod prior to any delivery.

Only 2 year growing season or older approved nursery grown sod shall be placed on parkways and median strips adjacent to residential property, parks or other special areas as designated by the Engineer.

**SPECIAL PROVISION
FOR
WORK ZONE TRAFFIC CONTROL**

Revise Article 701.10 of the Standard Specifications to read:

“The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.”

Delete Articles 701.19(d) and Article 701.20(g) of the Standard Specifications.

**SPECIAL PROVISION
FOR
TRAFFIC PROTECTION**

General. This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic and protecting workers during the construction or maintenance of this improvement.

Traffic protection shall be provided as called for in the plans, these Special Provisions, applicable Traffic Control Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through or around the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum. Where the traffic of any building in the area of the proposed improvement is of an emergency nature, such as a Hospital, Fire or Police Station traffic, the Contractor shall provide for free movement of such traffic during the course of construction.

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

The Contractor is required to conduct routine inspections of the worksite at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the Traffic Control Standards and the "Quality Standard for Work Zone Traffic Control Devices" issued by the Illinois Department of Transportation or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All

traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are functional and effective 24 hours each day.

107.15 Dirt on Pavement or Structures. Add the following after the first paragraph of this Article.

When ordered by the Engineer, the Contractor shall use some method to allay dust and prevent a nuisance. This shall be done preferably by sprinkling the Subgrade or the portion of pavement used by trucks or busses with water. If conditions warrant, this shall receive constant attention by the Contractor. Calcium Chloride shall not be used for this purpose. No extra compensation shall be allowed the Contractor for this work.

Signs. All signs except those referring to daily lane closures shall be post mounted in accordance with Standard 702001 for all projects that exceed four days.

Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish and replace at his own expense, any traffic sign, or post which has been damaged or lost by the Contractor or a third party".

"Fresh Oil" signs (W21-2) shall be used when prime is applied to pavement that is open to traffic. The signs are to remain until tracking of the prime ceases. The sign shall be erected a minimum of 150m (500 feet) preceding the start of the prime and on all side roads within the posted area. The "Fresh Oil" sign on the side road shall be posted a minimum of 60m (200 feet) from the mainline pavement.

"Rough Grooved Surface" signs (W8-I107) shall be used when the road has been cold milled and open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 150m (500 feet) preceding the start of the milled pavement and on all side roads within the posted area. The "Rough Grooved Surface" signs on the side roads shall be posted 60m (200 feet) from the mainline pavement. All signs shall have a 450mm x 450mm (18" x 18") orange flag and amber flashing light attached.

Whenever a lane is closed to traffic using Standard 701606, 701601, or 701701, the pavement width transition sign (W4-2R or W4-2L) shall be used in lieu of "Workers" sign (W21-1 or W21-1a).

Whenever any vehicle, equipment, workers or their activities infringe on the shoulder or within 4.5m (15 feet) of the traveled way and the traveled way remains unobstructed, then the applicable Traffic Control Standard shall be 701006, 701011, 701101, or 701701. "Shoulder Work Ahead" sign (W21-5(0)-48) shall be used in lieu of the "Workers" sign (W21-1 or W-21-1a).

The Contractor shall provide and erect any other signs that are required for traffic safety operations and the conveyance of traffic information to the motorist, which may not be included in the Traffic Control Standards. The requirement for these signs shall be determined by and installed at the direction of the Engineer.

Barricades: Any drop off greater than 75mm (3 inches), but less than 150mm (6 inches) within 2.5m (8 feet) of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at 30m (100 foot) center to center spacing. If the drop off within 2.5m (8 feet) of the pavement edge exceeds 150mm (6 inches), the barricades mentioned above shall be placed at 15m (50 foot) center to center spacing. Barricades that must be placed in excavated areas shall have leg extensions installed such that the top of the barricade is in compliance with the height requirements of Standard 702001. In addition to the placement of barricades as described above, pavement drop off signs (W8-9a) shall be used along with the barricades and at the direction of the Engineer.

Placement of all signs, barricades or drums shall proceed in the direction of flow of traffic. Removal of all signs, barricades or drums shall start at the end of the construction areas and proceed toward oncoming traffic unless otherwise directed by the Engineer.

All Type I and Type II barricades, drums and vertical panels shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Check barricades shall be placed in work areas perpendicular to traffic every 300m (1,000 feet), one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any other hazards in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades shall be Type I or II and equipped with a flashing light.

Arrow Boards. A flashing arrow board shall be operating at all times when a lane is closed to traffic on a multilane highway. Arrow boards shall be provided and located in a head-on position within each lane closure taper.

Temporary Concrete Barrier Vertical Panels and Lights. Whenever temporary concrete barrier is specified in the plans, vertical panels and steady burning lights meeting the requirement of Articles 1106.01 and 1106.02 of the Standard Specifications and Standard 702001 shall be installed on the barrier at 15m (50 foot) centers minimum or at the spacing shown on the plans. The method of mounting shall be approved by the Engineer. Upon conclusion of the work, the panels and lights shall be removed and shall remain the property of the Contractor.

Pedestrian Sidewalk Control. The Contractor shall install, maintain and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction in accordance with Traffic Control Standard Case 701801 or as directed by the Engineer. The Contractor shall make adequate provision for the free passage of foot traffic at all intersecting streets which are to remain open to traffic. The materials or equipment used in the construction of this improvement shall be so placed as to afford access to abutting private property and to all hydrants and valves with a minimum of inconvenience.

All barricades shall be Type I or II equipped with flashing lights. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction

activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

107.09 Public Convenience and Safety. Revise the Sixth paragraph of this Article to read as follows:

The following vertical and horizontal restrictions shall pertain to roads as defined in the Illinois Highway Code, Article 2, Division 1, Section 2-101, 2-102, and 2-103 when construction is being performed with the road open to traffic.

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch workers, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Department concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer.

The contractor shall maintain at least one lane of traffic at all times on two lane roads and at least one lane in each direction on 4 or more lane roads, during the construction of this project. The Contractor shall also maintain areas to entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused to the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

On two lane roads, the Contractor is to plan the work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

On four or more lane highways, there shall be no open holes in the pavement being used by the traveling public. Lane closures, if allowed, will be in accordance with the applicable standards, any staging details shown in the plans and other applicable contract documents.

The Contractor shall remove all equipment from the shoulders and medians after work hours.

No road closures nor restrictions shall be permitted except those covered by the Traffic Control Highway Standards without written approval by the Engineer.

When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, nor interfere with, traffic.

Pavement Markings. Temporary Pavement Marking Paint used on temporary or unfinished surfaces shall be maintained to the highest degree of visibility and reflectivity and on long term projects shall be repainted when the temporary pavement marking shows signs of deterioration or at a minimum of every three (3) months and as directed by the Engineer at no additional cost and is considered as incidental to the cost of Traffic Protection.

Temporary pavement marking shall be applied as solid unbroken lines when used to delineate any pavement transition, turn lane transition and storage bay. Double yellow centerline shall be used across a bridge deck where the distance to be marked is less than 160 feet.

Temporary raised reflective bi-directional (amber) pavement markers (Section 781 and Article 1096.02 of the Standard Specifications) shall be used, and replaced when required, throughout a temporary by-pass detour pavement at no additional cost.

Method of Measurement. Delete: Article 701.19 Method of Measurement

Traffic Protection will not be measured for payment but shall include the furnishing, installing, maintaining, relocation and removal of traffic control devices required in the plans and these special provisions and all temporary paint pavement marking lines, letters and symbols.

Basis of Payment. Delete: Article 701.20 Basis of Payment

This work will be paid for at the lump sum price for TRAFFIC PROTECTION, which price shall be payment in full for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices when required, such as signing, arrow boards, barricades, plastic drums, road closures, paint pavement marking lines and letters and symbols (Section 780 and Article 1095.02 of the Standard Specifications), temporary concrete barrier vertical panels and lights (Standard 702001), flexible delineators (Standard 702001), prismatic barrier reflectors (Sections 782 and 1097 of the Standard Specifications), temporary raised reflective pavement markers (Section 781 and Article 1096.02 of the Standard Specifications) and all traffic control devices indicated in the plans and specifications. The salvage value of all material removed (including existing traffic signs - when removal is required) shall be reflected in the bid price for this item.

Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for Traffic Protection, and no additional compensation will be allowed.

Payment Adjustments. The Engineer may require additional traffic control to be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications.

Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification.

In the event the sum total value of all the work items for which traffic protection is required is increased or decreased by more than ten percent (10%), the contract bid price for Traffic Protection will be adjusted as follows:

Adjust contract price = $.25P + .75P [1 \pm (X-0.1)]$

Where "P" is the contract price for Traffic Protection

Difference between original and final sum total

value of all the work items for which

Where "X" = protection is required.

Original sum total value of all work items for which traffic protection is required.

The value of work items used in calculating the increase or decrease will include only items which have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Protection.

In the event the Department cancels or alters any portion of the contract which results in elimination or noncompletion of any portion of the work, payment for partially completed work will be made in accordance with Article 109.06 of the Standard Specifications.

**SPECIAL PROVISION
FOR
THERMOPLASTIC PAVEMENT MARKINGS**

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a high grade pure (minimum 93 percent) titanium dioxide (TiO₂). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

" e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours \pm five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White:	Daylight Reflectance	75 percent min. *
Yellow:	Daylight Reflectance	45 percent min.

*Shall meet the coordinates of the following color tolerance chart.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456"

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read

" k. Accelerated Weathering. After heating the thermoplastic for four hours \pm five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) followed by four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."

**SPECIAL PROVISION
FOR
PROJECT SIGNS PLAQUE**

County will erect signs announcing 'A Cook County Department of Highways, Road Improvement Project' with a 24"x4" size plaque reading 'COMING SOON' in front and 'COMPLETED' in back. Contractor will remove this 24"x4" size plaque and store it at the beginning of work on the contract. When work on the contract is completed, Contractor will attach the plaques to the Project signs reading 'COMPLETED'. The cost of this work will be incidental to the contract.

**SPECIAL PROVISION
FOR
RAISED REFLECTIVE PAVEMENT MARKER REMOVAL**

This item shall consist of removing existing raised reflective pavement markers, including base casting and reflective element, in accordance with Section 783 of the "Standard Specifications for Road and Bridge Construction", except that the pavement shall be repaired to the satisfaction of the Engineer with EPOXY that has similar color as pavement and shall be approved by the Engineer prior to use.

**SPECIAL PROVISION
FOR
TRAFFIC SIGNAL WORK GENERAL**

All work and equipment performed and installed under this contract, shall be governed and shall comply to the State of Illinois "Standard Specifications for Road and Bridge Construction" latest edition, herein referred to as the Standard Specifications; the State of Illinois "Manual on Uniform Traffic Control Devices for Streets and Highways", latest edition; the "National Electrical Code" latest edition herein referred to as the NEC; the National Electrical Manufacturers Association, herein referred to as NEMA (all publications for traffic control items) latest editions; the International Municipal Signal Association, herein referred to as IMSA "Official Wire & Cable Specifications Manual" latest edition; the Institute of Transportation Engineers, herein referred to as the ITE, Technical Report No.1, "A Standard for Adjustable Face Vehicular Traffic Control Heads"; AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals" and the "Supplemental Specifications" and "Recurring Special Provisions" noted herein.

The following Special Provisions supplement the above specifications, manuals, and code. The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer. Traffic signal construction and maintenance work shall be performed by personnel holding IMSA Traffic Signal Technician Level II certification. The work to be done under this contract consists of furnishing and installing all traffic signal work as specified in the Plans and as specified herein in a manner acceptable and approved by the Engineer. In case of conflict with any part or parts of said documents, these Special Provisions shall take precedence and shall govern.

In order to reduce possible vehicular conflicts with fixed objects and avoid public criticism, it is necessary to require that no posts, poles, heads, or controller cabinets be installed until all traffic signal control equipment is brought to and located on the job site.

The construction, installation and/or removal work shall be accomplished at all the intersections within the limits of this project or as shown in the plans.

Mount Prospect Road at Northwest Highway

Description of Work. The work to be done under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

Restoration. All areas and plant material damaged by the installation of Traffic Signal posts, mast arm poles, underground cables or conduits, handholes and control cabinets shall be replaced as follows:

- Grass Areas: Replace top soil to a depth of four (4) inches (100 mm), re-grade shoulders, ditch slopes, and open areas back to former existing grades, fertilize, seed and mulch all damaged areas.
- Sod Areas (areas adjacent to residential, commercial and industrial properties and any other areas as directed by the engineer): Fertilize and re-sod damaged areas.

- Plant Materials: Remove and replace damaged trees, shrubs and vines with the same varieties that existed prior to damage.
- Shoulders other than Stabilized and Backslopes, medians, sidewalks, pavement, etc.: Replace shoulder to original condition and restore edge of backslope to original lines and grades. Medians, sidewalks and pavement shall be replaced in kind.
- All brick pavers disturbed in the work area shall be restored to their original configuration or as directed by the Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Engineer

All damaged landscape shall be replaced in accordance with Section 250 through 254 of the Standard Specifications.

Any damage, due to the installation of traffic signal equipment; or necessary removal at handholes, jacking pits, and inspection openings, of sidewalks, curbs, gutters, median and island paving, and/or pavement, shall be repaired or replaced by the Contractor. Repair or replacement shall be made with a like material of like thickness to the existing surface. Restoration of traffic signal work area shall be included in related pay items such as foundation, conduit, handhole, trench and backfill, etc.

Control of Traffic Signal Materials.

All work shall meet the requirements of the "Standard Specifications for Road and Bridge Construction", except as follows:

The controller and all control equipment shall be of a manufacturer that is approved by this Department. The manufacturer shall have a representative located in the six (6) county Chicago areas.

The intent of this Section is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new. Traffic materials and equipment shall bear the U.L. label whenever such labeling is available.

Before any signal equipment, including mast arm assemblies, poles, controller cabinets, all control equipment and signal heads, are delivered to the job site, the Contractor shall obtain and forward to the Engineer a certified, notarized statement from the manufacturer, containing the catalog numbers of the equipment and/or material, guaranteeing that the equipment and/or material, after manufacture, comply in all respects with the requirements of the Specifications and these Special Provisions.

All material approval requests shall be within thirty (30) consecutive calendar days after the Contract is awarded, or at the pre-construction meeting, whichever is first.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements that have been installed on the job will be done at the Contractor's own risk and may be subject to removal and disposal at the Contractor's expense.

The Contractor must submit the following for approval by the Engineer:

- Three (3) complete set of manufacturer's descriptive literature, drawings, and specifications of the traffic signal equipment, handholes, junction box, cable, conduit and all associated items that will be installed on the contract. Partial or incomplete submittal will be returned without review.
- The contractor shall supply samples of all wire and cable, and shall make up and supply samples of each type of cable splice proposed for use in the work for the-Engineer's approval.
- Seven (7) complete shop drawings of the mast arm assemblies and poles including combination mast arm poles are required, showing in detail the fabrication, anchor bolts, reinforcing materials, design material, thickness of sections and weld sizes. These drawing shall be at least 11" x 17" (275mm x 425mm) in size and adequate quality for microfilming. Certain non-standard mast arm poles and assemblies will require additional review. The Contractor shall account for additional review time in their schedule.

Seven (7) copies of a letter from the Traffic Signal Contractor on company letterhead listing contract number or permit number, project location limits, pay item number and description and listing the manufacturer's name and model numbers of the proposed equipment to be supplied and stating that the proposed equipment meets all Contract requirements. The letter will be reviewed by the Engineer to determine whether the equipment to be used is approvable. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.

- Five (5) copies of a letter from the Traffic Signal Contractor listing the System Coordination and Timing (SCAT) consultant's name shall be supplied. The letter will be reviewed by the Engineer to determine whether the SCAT consultant to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
- Where certifications and/or warranties are specified. The information submitted for approval shall include certifications and warranties. Certifications involving inspections and/or tests of material shall be complete with all test data, dates and times.
- All above shall be stamped with the Section Number, Permit Number, or Contract Number and Intersection(s) name(s). Pay item numbers shall also be included. If the above required information is not on each sheet of the above literature or letters, the equipment and material cuts will not be reviewed and shall be returned to the Contractor.
- Exceptions, Deviations and Substitutions. In general, exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.
- After the engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status. Since the Engineer's review is for conformance with design concept only. It is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for

errors or omissions in the shop working, layout drawings, or other documents by the Departments approval thereof. The Contractor must be in full compliance with contract and specification requirements.

Maintenance and Responsibility.

Revise Article 801.11 to read as follows.

- a) Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, Cook County Highway Department, Private Developer, or the Municipality in which they are located. Once the Contractor has begun any work on any portion of the project all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", shall become the full responsibility of the Contractor. Automatic Traffic Enforcement equipment is not owned by the County and the Contractor shall not be responsible for maintaining it during construction. The Contractor shall supply the engineer and the Department's Electrical Maintenance Contractor a 24-hour emergency contact name and telephone number.
- b) When the project has a pay item for "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", the Contractor must notify both the Design Engineer at (312) 603-1730 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- c) Projects which call for the storage and re-use of existing traffic signal equipment shall meet the requirements of Article 801.15(C) of the Standard Specifications, which call for a 30 day test period prior to project acceptance.
- d) Contracts such as pavement grinding or patching which result in the destruction of traffic signal loops may not require maintenance transfer, but require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the loop removal, the Contractor shall notify the Design Engineer at (312) 603-1730, the Department's Electrical Maintenance Contractor and the owner of automatic traffic enforcement prior to the loop removal, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection. Damaged Automatic Traffic Enforcement equipment, including cameras, detectors, or other peripheral equipment, shall be replaced by others, per Permit agreements or other agreements, at no cost to the contract except for City of Chicago projects in which the detectors

shall be replaced. See additional requirements in these specifications under Inductive Loop Detector.

- e) The Contractor is further advised that the existing traffic signal(s), and/or the existing temporary installation(s), must remain in operation during all construction stages except for the most essential down time. Any shutdown of the traffic signal installation(s), for a period to exceed fifteen (15) minutes, must have the prior approval of the Engineer. Such approval will generally only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns will not be allowed during inclement weather or during Holiday periods. Any other traffic signal shutdown, either for periods in excess of one (1) hour or outside of the 10:00 a.m. to 3:00 p.m. weekday period must have prior approval of the Engineer. The Contractor, prior to the commencement of his work, shall notify the State Electrical Maintenance Contractor, the Cook County Electrical Maintenance Contractor, or the concerned Municipality, of his intent to perform this work.
- f) The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department's Electrical Maintenance Contractor may inspect any signaling device on the Department's highway system at any time without notification.
- g) Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.

Damage to Traffic Signal System.

Add the following to Article 801.12(b).

- a) Any damaged equipment or equipment not operating properly from any cause whatsoever shall be repaired with new equipment provided by the contractor at no additional cost to the Contract and/or owner of the traffic signal system all as approved by the Engineer. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal will not be accepted. Cable splices outside the controller cabinet will not be allowed.
- b) Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause whatsoever, shall be the responsibility of the municipality or the Automatic Traffic Enforcement Company per Permit

agreement or other agreements. Except in the City of Chicago in which detectors are damaged due to a County project.

Traffic Signal Inspection (Turn – On).

Revise Article 801.15b to read as follows.

- a) The Contractor must have all electric work completed, the electrical service installation connected by the utility company and equipment field tested by the Vendor prior to the Department's "turn-on" field inspection. If in the event the Engineer determines the work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected. The Department will not grant a field inspection until written certification is provided from the Contractor stating the equipment has been field tested and the intersection is operating according to Contract requirements.
- b) When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specification, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Design Engineer at (312) 603-1730 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Department's facsimile number is (312) 603-9956. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Pre-emption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on schedule, as well as stage changes and phase changes during construction.
- c) The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation. The Contractor shall be responsible to provide a Police Officer to direct traffic at the time of testing.
- d) The Contractor shall provide a representative from the control Equipment Vendor's office to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons. Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.
- e) Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal turn-on. If approved, traffic signal acceptance shall be verbal at the turn-on inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.

- f) All equipment and/or parts to keep the traffic signal installation operating shall be furnished by the Contractor. No spare traffic signal equipment is available acceptable from the Department.
- g) All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Design Engineer at (312) 603-1730 to inspect all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.
- h) All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices under which the subject materials and signal equipment are paid and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements that have been installed on the job will be at the Contractor's own risk and shall be subject to removal and disposal at the Contractor's expense.
- i) The Contractor shall furnish the Cook County Highway Department with any special tools or wrenches that may be required for assembling or maintaining the control equipment and traffic control signal head assemblies.
- j) All control cable, when complete in place but before permanent connection, shall be subject to insulation tests at the discretion of the Engineer. The tests shall be made with approved insulation resistance testing equipment rated at 500 volts D.C. and witnessed by the Engineer. Results of these tests shall be submitted to the Department in written form, bearing the Engineers signature and shall become part of the project records. A final inspection of the traffic signal installation shall not be held until results of this insulation test have been received.
- k) All equipment such as new controllers and allied central equipment with the exception of cable, conduit, and other materials which require the use of the State of Illinois Materials Testing Laboratories, shall be built in the suppliers shop and inspected by a representative of this Department prior to the installation of such equipment, and upon approval of this equipment an inspection ticket will be issued to the Contractor by the inspection agency (State of Illinois Material Testing Laboratory or the Cook County Highway Mechanical-Electrical Section). The controller and allied control equipment shall be prepared in the suppliers shop and run under a load of a minimum of 500 watts per phase for at least 48 hours before it is inspected for proper operation and sequencing. After it passes this test an inspection ticket will be issued by the Cook County Highway Mechanical-Electrical Section representative and it can then be delivered to the job site for installation.
- l) Upon completion of the installation, a final inspection will be carried out by qualified representatives of the Highway Agencies involved.
- m) If the Contractor fails to comply with any of the aforementioned requirements, the County shall impose such sanction as it may determine to be appropriate including but not limited to withholding all payments to the Contractor on this contract until the provisions of this special provision are complete with and/or implementation of article 108.10 of the standard specifications.

At the final inspection it will be required that the Contractor will have submitted to the Engineer all necessary inspection tickets for all new equipment and materials installed under this Contract. If the Contractor has not obtained the inspection tickets on any portion of the new equipment and materials, the representative of this Department will have the authority to postpone the final inspection until such time as

the above has been satisfied. Any postponement of the final inspection for this reason shall not relieve the Contractor of his full maintenance responsibilities until such time as the installation is re-inspected and accepted by the County.

The County requires the following from the Contractor at traffic signal turn-on.

- 1) The Contractor shall, at the turn-on furnish one set of signal plans (24"x36") of record with field revisions marked in red ink to the maintaining agency.
- 2) Written notification from the Contractor and the Equipment Vendor of satisfactory field testing.
- 3) A knowledgeable representative of the controller equipment supplier shall be required at the permanent and temporary traffic signal turn-on. The representative shall be knowledgeable of both cabinet design and controller functions and shall have sufficient test and spare equipment to make the traffic signal installation operational.
- 4) A copy of the approved material letter.
- 5) One (1) copy of the operation and service manuals of the signal controller and associated control equipment.
- 6) Five (5) copies 11" x 17" (280 mm X 430 mm) or 22" x 34" (560 mm x 860 mm) of the cabinet wiring diagrams and cable logs.
- 7) The controller manufacturer shall supply a printed form, not to exceed 11" x 17" (280 mm x 430 mm), for recording the traffic signal controller's timings; backup timings, coordination splits, offsets, cycles; TBC; Time of Day, week and year programs; traffic responsive program, detector phase assignment, type and detector switching; and any other functions programmable from the keyboard. The form shall include a location, date, manufacturers name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.

Location of Underground State and County Maintained Facilities.

Revise Article 803 to read as follows.

If this contract requires the services of an electrical contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT and CCHD facilities prior to performing any work. If this contract does not require the services of electrical contractor, the Contractor may request one free locate for existing IDOT and CCHD electrical facilities from the Electrical Maintenance Contractor(s) prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities, locally owned equipment, and leased enforcement camera system facilities, the local Counties or Municipalities may need to be contacted, in the City of Chicago contact D.I.G.G.E.R. at (312) 744-7000 and for all other locations contact J.U.L.I.E. at 1-800-892-0123 or 811.

Basis of Payment. This work will not be paid for directly but shall be considered as incidental to the contract.

**SPECIAL PROVISION
FOR
DETECTOR LOOP**

This work shall consist of furnishing and installing detector loop in accordance with the requirements of Section 886 of the Standard Specifications, except as follows:

Description.

This work shall consist of furnishing and installing a detector loop in the pavement.

Procedure.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the CCHD Design Engineer at (312) 603-1730 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the portland cement concrete surface, using the same notification process as above.

Installation.

Each loop lead-in shall be placed in a separate conduit from edge of pavement to handhole. Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details". Saw-cuts (homerun on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plans. Spacing between the lead-ins (holes drilled in the pavement) shall not be less than one (1) foot (300 mm) and shall be located one (1) foot (300 mm) from the edge of pavement. Loop lead-in wires should be twisted to provide a minimum of five (5) turns per foot (fifteen [15] turns per meter) from the loop to the splice.

The cable splice connection of the detector loop and the lead-in cable to the controller shall conform to Section 873 of the Standard Specifications or the requirements set forth in the "District 1 Standard Traffic Signal Design Details".

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit PLFIM water proof tag or approved equal secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole shall be incidental to the price of the detector loop.

The detector loop cable insulation shall be labeled with the cable specifications.

Resistance to ground shall be a minimum of 100 megohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be greater than 5.

Type 1:

- All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 1/4" (6.3 mm) x 4" (100 mm) long sawcut to mark the location of each loop lead-in.

- Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295, Perol Elastic Cement A/C Grade or an approved equal. The sealant shall be installed 1/8" (3 mm) below the pavement surface, if installed above the surface the overlap shall be removed immediately.
- Detector loop measurements shall include the sawcut and the length of the loop lead-in leading to the edge of pavement. The lead-in wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be incidental to the price of the detector loop. Unit duct, trench and backfill, and drilling of pavement or handholes shall be incidental to detector loop quantities.
- The corners of all loops shall be core drilled with a two (2) inch (50 mm) bit. All joints and cracks in the pavement that the loop crosses must be core drilled.

Preformed:

- This work shall consist of furnishing and installing a rubberized heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:
- Preformed detector loops shall be installed in new pavement constructed of portland cement concrete using mounting chairs or tied to re-bar or the preformed detector loops may be placed in the sub-base. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.
- Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. Non-metallic coilable duct, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.
- Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. Homeruns and interconnects shall be pre-wired and shall be an integral part of the loop assembly. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 11/16" (17.2 mm) outside diameter (minimum), 3/8" (9.5 mm) inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1,720 kpa) internal pressure rating or a similar sized XLPE cable jacket. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns or interconnects to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper.

The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6.5 feet of extra cable in the handhole. Six foot (1.8 m) round loop(s) may be substituted for six foot (1.8 m) by six foot (1.8 m) square loop(s) and shall be paid for as 24 feet (7.2 m) of detector loop.

Method of Measurement.

This work will be measured for payment in feet (meters) in place. Type I detector loop will be measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire. Preformed detector loops will be measured along the detector loop and lead-in embedded in the pavement, rather than the actual length of the wire.

Basis of Payment. This work will be paid for at the contract unit price per FOOT (METER) of DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP, as specified in the plans, which price shall be payment in full and for furnishing, installing and testing the Detector Loop and all related connections for proper operation.

**SPECIAL PROVISION
FOR
COILABLE NON-METALLIC CONDUIT**

This work shall consist of furnishing and installing empty Coilable Non-Metallic Conduit (CNC) in trench of the type and size specified. The installation of CNC shall meet all applicable requirements of the Standard Specifications of Section 810 and 811. All installations of CNC shall be incidental to the contract and not paid for separately. polyethylene duct shall be used for all detector loop raceways to handholes. All duct shall be placed a minimum depth of 30 inches (750 mm) or as shown on the contract plans or standard details.

The conduit shall be a polyethylene duct which is intended for underground use and which can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance. The conduit and its manufacture shall conform to the standards of NEMA Publication TC7, ASTM Standard Specifications D3485 and NEC Article 353.

On temporary traffic signal installations with detector loops, CNC shall be used for detector loop raceways from the saw-cut to 10 feet (3 m) up the wood pole, unless otherwise shown on the plans.

Material. The conduit shall be manufactured from high density polyethylene complying with ASTM D1248, Type III, Class C and the requirements listed in Table 2-1 of NEMA TC7. Submittal information shall demonstrate compliance with the details of these requirements.

Construction. Conduit dimensions shall conform to the standards listed in Table 2-2 of NEMA TC7. Submittal information shall demonstrate compliance with these requirements.

As specified in NEMA TC7, the conduit shall be clearly and durably marked at least every 10 feet (3 meters) with the material designation (HDPE for high density polyethylene), nominal size of the conduit and the name and/or trademark of the manufacturer.

Freeze-up Test: A ten foot length of the conduit bent into an upright "U" shape shall be filled with water and then placed in a low temperature cabinet and maintained at -20 degrees C for 24 hours. The conduit shall not crack or burst during the test.

Compression Test. The test shall be conducted on a six inch (150 mm) sample of the conduit. Samples are placed between six inch (150 mm) plates and compressed at the rate of one-half inch (12.5 mm) per minute until the distance between the plates is reduced by 50%, recording the load required to compress the conduit. The samples are then removed and allowed to stand for exactly 5 minutes. The load required to compress the sample shall be equal to or greater than that listed below and the conduit shall have returned to nor less than 85% of its original diameter at the end of the 5 minutes.

Nominal Size		Load
¾ inch.	20 mm	122 lbs.
1 inch.	25 mm	167 lbs.
1 ¼ inch.	30 mm	243 lbs.
1 ½ inch.	40 mm	297 lbs.
2 inch.	50 mm	387 lbs.

Tests. All of the tests referred to above and the applicable tests in the cited ASTM Standards shall be performed on the conduit at the manufacturer's plant and certified copies of the reports of the results of these tests shall be submitted to the Engineer prior to the installation of the CNC.

**SPECIAL PROVISION
FOR
MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION**

This item shall consist of maintaining the existing traffic signal installation at an intersection as shown on the plans and as described herein. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the contract or any portion thereof. The energy charges for the operation of the traffic signal installation shall be paid for by others. The maintenance of an existing traffic signal installation shall meet the requirements of Section 801.11 and 850 of the Standard Specifications except as follows:

This item shall include maintenance of all traffic signal equipment at the intersection, including emergency vehicle pre-emption equipment, master controllers, uninterruptible power supply (UPS and batteries) telephone service installations, communications cables and conduit to adjacent intersections, and other traffic signal equipment, but shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment, not owned by the State and County.

Seven days prior to assuming maintenance of the existing traffic signal installation(s) under this contract, the Contractor shall request that the Resident Engineer contact the Cook County Design Engineer at (312) 603-1730 for an inspection of the installation(s). The Design Engineer shall establish a date and time of inspection and at this time shall check the installation to determine if any corrective work should be done by the State, the County, or the Municipalities Electrical Maintenance Contractor prior to the Contractor taking over the maintenance of the installation(s). The Resident Engineer, the Design Engineer, and the State, County, or Municipality Maintenance Contractor and the Contractor shall mutually agree on the date of maintenance transfer to the Contractor for this contract.

Maintenance Procedures The Contractor shall perform the following maintenance procedures for each existing installation designated to remain in operation during construction:

- Have on staff electricians with IMSA Level II certification to provide signal maintenance.
- Patrol and inspect each installation every two (2) weeks for proper alignment of signal heads, light detectors, lamp failures, and general operation of the traffic signal.
- Check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to insure that they are functioning properly. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment.
- Provide immediate corrective action to replace burned out lamps or damaged sockets. When lamps are replaced, the reflector and lens shall be cleaned. All replacement lamps shall meet the approval of the Engineer. The Contractor shall repair or replace all defective equipment from any cause whatsoever.
- Maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.

- Provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. A near right signal must also be maintained. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor is required to place stop signs (R1-1-36) at each approach to the intersection as a temporary means of regulating traffic. At approaches, where a Yellow Flashing indication is necessary, as directed by the Engineer, stop signs will not be required. When the signals operate in flash, the Contractor shall furnish and equip all his vehicles assigned to the maintenance of traffic signal installations with a sufficient number of Stop Signs as specified herein. The Contractor shall maintain sufficient number of spare Stop Signs in stock at all times to replace Stop Signs which may be damaged or stolen.
- Replace defective or damaged equipment. If the proper sequence with full detection cannot be obtained immediately, a controller which will provide the proper sequence and full detection shall be installed within twelve (12) hours of removal of the original controller.
- The Contractor shall be required to maintain the existing type of equipment and sequence of operations during the period of time that the original control equipment is being overhauled
- Provide the Engineer with the names, addresses, and telephone numbers of two (2) persons qualified and assigned to the maintenance of the traffic signal installation. These people must be made available 24 hours per day, each and every day of the year for emergency calls by the Engineer.
- Respond to all emergency calls from the Department or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the State or County. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's or the County's Electrical Maintenance Contractor perform the maintenance work required. The State's or County's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.

Basis of Payment. This work will be paid for at the contract unit price EACH for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION, which price shall be payment in full for all materials, equipment, and labor necessary to maintain the existing traffic signals as shown on the plans. Each intersection shall be paid for separately.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENTS
INDEX**

<u>Section</u>	<u>Description</u>
Instructions	Instructions for Completion of Economic Disclosure Statement
1	DBE Utilization Plan DBE Participation Statement
2	Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant
3	Petition for Reduction/Waiver of DBE Participation Goals
4	Contractor Certifications
5	Economic and Other Disclosures Affidavit of Child Support Obligations Disclosure of Ownership Interest
6	Certification Concerning Labor Standards

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, and Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: DBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's DBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of DBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action; by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.



Illinois Department of Transportation

Certificate of Eligibility

Arrow Road Construction Company
P. O. Box 334 Mt. Prospect, IL 60056-0334

Contractor No 0231

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED
SUPER UNLIMITED

001	EARTHWORK	\$1,650,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$1,200,000
017	CONCRETE CONSTRUCTION	\$1,675,000
032	COLD MILL, PLAN. & ROTOMILL	\$9,875,000
08A	AGGREGATE BASES & SURF. (A)	\$6,250,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/31/2011 TO 4/30/2012 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/1/2011.

Acting Engineer of Construction



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 12-01-11
(Letting date)

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.

	1 385	2 215	3 259	4 214	Award Pending	
County and Section Number	Dupage	Cook Cty-Glenbrook Hosp	Cook Cty- Sch Distr 54	Cook Cty - Glenbrook Hosp.		
Contract With	Swallow Construction	Pepper Construction	A. Lamp Concrete	Pepper Construction		
Estimated Completion Date	10/31/11	6/30/11	6/30/11	6/30/11		
Total Contract Price	213,596.90	1,186,200.00	653,985.30	158,800.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	213,596.90	269,485.00	66,870.00	35,222.00		585,173.90
Total Value of All Work						585,173.90

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	201,898.15	231,842.00	66,870.00	11,533.00		512,143.15
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	6,383.65	29,872.00		6,365.00		42,620.65
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling	3,449.60	4,448.00		5,379.00		13,276.60
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization						0.00
Field Office						0.00
TC&P						0.00
Totals	211,731.40	266,162.00	66,870.00	23,277.00	0.00	568,040.40

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.

	1 385	2 215	3 259	4 214	Award Pending
Subcontractor	Road Fabrics	Tru-Seal	None	Tru-Seal	
Type of Work	SRCTT	Stripe/Sign		Stripe/Sign	
Subcontract Price	1,865.50	29,255.60		21,970.00	
Amount Uncompleted	1,865.50	3,323.00		11,945.00	
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	1,865.50	3,323.00	0.00	11,945.00	0.00



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of _____

(Letting date)

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.

	1 228	2 390	3 394	4 395	Award Pending	
County and Section Number	Cook Cty 532B-1	Cook Cty Spec 90239	Cook Cty Des Plaines	McHenry		
Contract With	Lorig Construction	Turner/Lindah/CS	Martam	V. of Cary		
Estimated Completion Date	6/30/11	11/30/12	10/31/11	9/30/11		
Total Contract Price	122,080.00	4,958,820.04	208,575.00	1,545,090.18		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor				1,545,090.18		1,545,090.18
Uncompleted Dollar Value if Firm is the Subcontractor	109,874.00	4,958,820.04	208,575.00			5,277,269.04
Total Value of All Work						6,822,359.22

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

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	101,382.00	4,886,457.79	208,575.00	1,034,470.13		6,230,884.92
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				191,023.25		191,023.25
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling	8,492.00	18,995.70		9,880.50		37,368.20
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization		41,320.05				41,320.05
Field Office						0.00
TC&P						0.00
Totals	109,874.00	4,946,773.54	208,575.00	1,235,373.88	0.00	6,500,596.42

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.

	1 228	2 390	3 394	4 395	Award Pending
Subcontractor	None	Road Fabrics		American Road Reclaimers	
Type of Work		SRCT		Process Base	
Subcontract Price		12,046.50		18,965.00	
Amount Uncompleted		12,046.50		18,965.00	
Subcontractor				Class 1 Constr.	
Type of Work				Landscape	
Subcontract Price				15,983.00	
Amount Uncompleted				15,983.00	
Subcontractor				Devinci Constr.	
Type of Work				Sewer	
Subcontract Price				59,765.00	
Amount Uncompleted				59,765.00	
Subcontractor				Lampignano & Son	
Type of Work				Concrete	
Subcontract Price				199,817.00	
Amount Uncompleted				199,817.00	
Subcontractor				Precision Pvt Markings	
Type of Work				Striping	
Subcontract Price				6,186.30	
Amount Uncompleted				6,186.30	
Subcontractor				Traffic Control & Protection	
Type of Work				TCP	
Subcontract Price				9,000.00	
Amount Uncompleted				9,000.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	12,046.50	0.00	309,716.30	0.00



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of _____

(Letting date)

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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.

	1 307	2 386	3 319	4 398	Award Pending	
County and Section Number	Cook Cty B-4-133	Kane	Cook Cty - 09-00173-00-RS	Cook 11-00102-00-RS		
Contract With	G&V Constr.	Adcock	IDOT	C. of Rolling Meadows		
Estimated Completion Date	6/30/11	11/30/11	6/30/11	10/31/11		
Total Contract Price	1,912,276.85	580,533.09	203,821.55	475,291.65		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			203,821.55	475,291.65		679,113.20
Uncompleted Dollar Value if Firm is the Subcontractor	928,560.00	580,533.09				1,509,093.09
Total Value of All Work						2,188,206.29

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

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						Accumulated Totals
Earthwork				5,025.00		5,025.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	928,560.00	563,089.36	116,070.80	248,549.55		1,856,269.71
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				6,785.00		6,785.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling			17,955.00	33,117.50		51,072.50
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization			775.25			775.25
Field Office						0.00
TC&P						0.00
Totals	928,560.00	563,089.36	134,801.05	293,477.05	0.00	1,919,927.46

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Part III. Work Subcontracted to Others

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

	1 307	2 386	3 319	4 398	Award Pending
Subcontractor	None	Tru-Seal	Dynamicx	Devinci Constr	
Type of Work		Striping	Conc/Sewer	Sewer	
Subcontract Price		17,443.73	53,875.00	20,205.00	
Amount Uncompleted		17,443.73	53,875.00	20,205.00	
Subcontractor			Hawk Ent.	Lampignano & Son	
Type of Work			Electric	Concrete	
Subcontract Price			4,212.00	117,905.00	
Amount Uncompleted			4,212.00	117,905.00	
Subcontractor			Mark-It Corp.	Class 1 Constr	
Type of Work			THPL	Landscaping	
Subcontract Price			5,369.50	16,500.00	
Amount Uncompleted			5,369.50	16,500.00	
Subcontractor			McGinty Bros.	AC Pavt Striping	
Type of Work			Landscape	Striping	
Subcontract Price			1,810.00	19,398.00	
Amount Uncompleted			1,810.00	19,398.00	
Subcontractor			Traffic Control & Protection	Traffic Control & Protection	
Type of Work			TCP	TCP	
Subcontract Price			3,754.00	7,806.60	
Amount Uncompleted			3,754.00	7,806.60	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	17,443.73	69,020.50	181,814.60	0.00



Illinois Department of Transportation

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

**Affidavit of Availability
For the Letting of _____**

(Letting date)

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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.

	1 321	2 322	3 399	4 341	Award Pending	
County and Section Number	Cook Cty - B-6 112	Cook Cty - B-6 113	Cook Cty	Cook Cty - Proj. 6155		
Contract With	CDOT	CDOT	Fall River LLC	G&V Constr		
Estimated Completion Date	6/30/11	6/30/11	6/30/12	11/30/10		
Total Contract Price	8,370,793.55	8,397,311.50	1,415,000.00	284,741.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	6,220,908.00	7,349,080.25				13,569,988.25
Uncompleted Dollar Value if Firm is the Subcontractor			1,415,000.00	202,281.00		1,617,281.00
					Total Value of All Work	15,187,269.25

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	2,768,820.00	3,711,402.00	849,468.40	202,281.00		7,531,971.40
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			382,190.75			382,190.75
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling	62,819.00					62,819.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization						0.00
Field Office	36,000.00	36,000.00				72,000.00
TC&P						0.00
Totals	2,867,639.00	3,747,402.00	1,231,659.15	202,281.00	0.00	8,048,981.15

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Part III. Work Subcontracted to Others

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

	1 321	2 322	3 399	4 341	Award Pending
Subcontractor	Ateca Power	Azteca Power	Lampignano & Son	None	
Type of Work	Conc/Sewer	Conc/Sewer	Concrete		
Subcontract Price	2,564,720.00	2,238,850.00	173,767.50		
Amount Uncompleted	2,048,157.00	2,082,733.25	173,767.50		
Subcontractor	City Lights	Hawk Ent.	Alliance Sealcoating		
Type of Work	Electric	Electrical	Striping		
Subcontract Price	34,090.00	16,500.00	9,573.35		
Amount Uncompleted	34,090.00	16,500.00	9,573.35		
Subcontractor	Meranjil Ldsp	JEM Traffic			
Type of Work	Landscaping	TC&P			
Subcontract Price	134,155.00	119,000.00			
Amount Uncompleted	134,155.00	89,250.00			
Subcontractor	RoadSafe	Mark-It Corp			
Type of Work	Striping	Striping			
Subcontract Price	378,805.00	364,085.00			
Amount Uncompleted	359,483.00	364,085.00			
Subcontractor	Traffic Control & Protection	MAT Constr.			
Type of Work	TCP	Milling			
Subcontract Price	106,800.00	1,128,750.00			
Amount Uncompleted	106,800.00	1,045,460.00			
Subcontractor	MAT Constr.	Meranjil.Ldsp			
Type of Work	Milling	Landscaping			
Subcontract Price	793,950.00	3,650.00			
Amount Uncompleted	670,584.00	3,650.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	3,353,269.00	3,601,678.25	183,340.85	0.00	0.00



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of _____

(Letting date)

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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.

	1 352	2 400	3 351	4 402	Award Pending	
County and Section Number	Kane Cty - Elgin	Lake	Cook - 22778	Cook		
Contract With	Pirtano	Cuba Twp	FH Paschen, SN Nielsen	V. of Morton Grove		
Estimated Completion Date	11/30/11	10/31/11	12/31/11	10/31/11		
Total Contract Price	1,035,752.93	1,025,353.96	374,553.75	1,325,512.80		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		1,025,353.96		1,325,512.80		2,350,866.76
Uncompleted Dollar Value if Firm is the Subcontractor	1,035,752.93		374,553.75			1,410,306.68
Total Value of All Work						3,761,173.44

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

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

					Accumulated Totals	
Earthwork		5,990.00		8,400.00	14,390.00	
Portland Cement Concrete Paving					0.00	
HMA Plant Mix	976,653.05	758,244.51	361,434.00	766,176.80	2,862,508.36	
HMA Paving					0.00	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces		8,131.00		9,695.00	17,826.00	
Highway,R.R. and Waterway Structures					0.00	
Drainage					0.00	
Electrical					0.00	
Cover and Seal Coats					0.00	
Concrete Construction					0.00	
Landscaping					0.00	
Fencing					0.00	
Painting					0.00	
RR Insurance					0.00	
Cold Milling, Planning & Rotomilling		22,286.60	13,119.75	170,090.00	205,496.35	
Demolition					0.00	
Pavement Markings (Paint)					0.00	
Mobilization					0.00	
Field Office					0.00	
TC&P					0.00	
Totals	976,653.05	794,652.11	374,553.75	954,361.80	0.00	3,100,220.71

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Part III. Work Subcontracted to Others

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

	1 352	2 400	3 351	4 402	Award Pending
Subcontractor	Road Fabrics	Lampignano & Son	None	A. Lamp Conc.	
Type of Work	ARCCT	Concrete		Conc./Sewer	
Subcontract Price	59,099.88	60,297.00		352,251.00	
Amount Uncompleted	59,099.88	60,297.00		352,251.00	
Subcontractor		Landscapes by Gary Weiss		Superior Road Striping	
Type of Work		Landscape		THPL	
Subcontract Price		88,984.10		5,400.00	
Amount Uncompleted		88,984.10		5,400.00	
Subcontractor		Maintenance Coatings		Traffic Control & protection	
Type of Work		Striping		TCP	
Subcontract Price		5,335.55		13,500.00	
Amount Uncompleted		5,335.55		13,500.00	
Subcontractor		Midwest Fence			
Type of Work		Fence			
Subcontract Price		14,200.00			
Amount Uncompleted		14,200.00			
Subcontractor		Norridge Sewer & Water			
Type of Work		Sewer			
Subcontract Price		6,900.00			
Amount Uncompleted		6,900.00			
Subcontractor		Road Fabrics			
Type of Work		ARCCT			
Subcontract Price		50,985.20			
Amount Uncompleted		50,985.20			
Subcontractor		Traffic Contr. & Protection			
Type of Work		TCP			
Subcontract Price		4,000.00			
Amount Uncompleted		4,000.00			
Total Uncompleted	59,099.88	230,701.85	0.00	371,151.00	
					0.00



**Illinois Department
of Transportation**

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

**Affidavit of Availability
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(Letting date)

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Part I. Work Under Contract

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	1 406	2 356	3 408	4 358	Award Pending	
County and Section Number	Kane 10-00037-00-WR	Dupage - Nicor	Cook 11-00214-00-RS	Cook - 11-00156-00-RS		
Contract With	Landmark Contr.	Panattoni Constr.	MQ Constr.	V. of Mt. Prospect		
Estimated Completion Date	10/31/11	11/30/11	10/31/11	11/30/11		
Total Contract Price	503,692.90	1,215,116.00	321,597.50	2,055,477.10		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor				2,055,477.10		2,055,477.10
Uncompleted Dollar Value if Firm is the Subcontractor	503,692.90	1,215,116.00	321,597.50			2,040,406.40
Total Value of All Work						4,095,883.50

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	418,038.00	735,374.40	265,654.00	956,924.20		2,375,990.60
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		399,190.00	19,158.00			418,348.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling	85,654.90	72,369.00	36,785.50	164,278.00		359,087.40
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization						0.00
Field Office						0.00
TC&P						0.00
Totals	503,692.90	1,206,933.40	321,597.50	1,121,202.20	0.00	3,153,426.00

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Part III. Work Subcontracted to Others

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

	1 406	2 356	3 408	4 358	Award Pending
Subcontractor	None	Alliance Sealcoating	None	AC Pavt Striping	
Type of Work		Striping		THPL	
Subcontract Price		8,182.60		10,610.00	
Amount Uncompleted		8,182.60		10,610.00	
Subcontractor				Lampignano & Son	
Type of Work				Conc/Sewer	
Subcontract Price				900,414.90	
Amount Uncompleted				900,414.90	
Subcontractor				Traffic Control & Protection	
Type of Work				TC&P	
Subcontract Price				23,250.00	
Amount Uncompleted				23,250.00	
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	0.00	8,182.60	0.00	934,274.90	0.00



Illinois Department of Transportation

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Part I. Work Under Contract

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	1 416	2 392	3 417	4 360	Award Pending	
County and Section Number	Dupage	Cook - N/A	532B	McHenry- 11-00038-00-RS		
Contract With	Bloomingtondale Twp Hwy	V. of Schiller Park	Greco/Pirtano	V. of Huntley		
Estimated Completion Date	10/31/11	6/30/11		9/30/11		
Total Contract Price	256,126.20	435,995.55	3,751,043.25	1,111,412.35		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	256,126.20	435,995.55		1,111,412.35		1,803,534.10
Uncompleted Dollar Value if Firm is the Subcontractor			3,751,043.25			3,751,043.25
Total Value of All Work						5,554,577.35

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

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						Accumulated Totals
Earthwork				1,195.00		1,195.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	223,236.20	301,008.05	3,729,393.65	545,294.00		4,798,931.90
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	6,663.60		19,054.15	22,863.25		48,581.00
Highway,R.R. and Waterway Structures						0.00
Drainage	750.00					750.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling	19,638.40	36,075.00	2,595.45	134,142.10		192,450.95
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization						0.00
Field Office						0.00
TC&P						0.00
Totals	250,288.20	337,083.05	3,751,043.25	703,494.35	0.00	5,041,908.85

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Part III. Work Subcontracted to Others

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

	1 416	2 392	3 417	4 360	Award Pending
Subcontractor	Hawk Enter.	KGI Ldscp	None	C3 Constr.	
Type of Work	Electrical	Landscaping		Sewer	
Subcontract Price	2,508.00	2,600.00		12,900.00	
Amount Uncompleted	2,508.00	2,600.00		12,900.00	
Subcontractor	Mark- It	Humir Constr.		Class I Constr.	
Type of Work	Striping	Sewer		Ldscp	
Subcontract Price	3,330.00	17,420.00		40,237.00	
Amount Uncompleted	3,330.00	17,420.00		40,237.00	
Subcontractor		Mark-It		Maintenance Coatings	
Type of Work		Striping		THPL	
Subcontract Price		3,474.00		4,390.50	
Amount Uncompleted		3,474.00		4,390.50	
Subcontractor		RAI Constr.		Nafisco	
Type of Work		Concrete		Traffic Control & Signage	
Subcontract Price		34,927.50		26,752.00	
Amount Uncompleted		34,927.50		26,752.00	
Subcontractor		Road Fabrics		Schroeder & Schroeder	
Type of Work		ARCCT		Concrete	
Subcontract Price		38,490.00		323,638.50	
Amount Uncompleted		38,490.00		323,638.50	
Subcontractor		Traffic Control & Protection			
Type of Work		TC & P			
Subcontract Price		2,001.00			
Amount Uncompleted		2,001.00			
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	5,838.00	98,912.50	0.00	407,918.00	0.00



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Part I. Work Under Contract

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	1 361	2 364	3 365	4 367	
County and Section Number	Kane 06-00074-00-FP	09-00057-00-CH	Cook 11-00000-01-GM	11-00000-00-GM	
Contract With	Pirtano Constr	Acura, Inc.	Elk Grove Vill	C. of Park Ridge	
Estimated Completion Date	11/30/11	11/30/11	8/31/11	7/31/11	
Total Contract Price	1,040,044.20	393,515.60	785,115.80	931,638.90	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			785,115.80	931,638.90	1,716,754.70
Uncompleted Dollar Value if Firm is the Subcontractor	1,040,044.20	393,515.60			1,433,559.80
Total Value of All Work					3,150,314.50

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

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					Accumulated Totals
Earthwork					0.00
Portland Cement Concrete Paving					0.00
HMA Plant Mix	1,007,282.70	337,068.00	597,691.30	615,640.07	2,557,682.07
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	4,479.50		6,545.00		11,024.50
Highway,R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction					0.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
RR Insurance					0.00
Cold Milling, Planning & Rotomilling	28,282.00	31,797.60	180,879.50	138,647.18	379,606.28
Demolition					0.00
Pavement Markings (Paint)					0.00
Mobilization					0.00
Field Office					0.00
TC&P					0.00
Totals	1,040,044.20	368,865.60	785,115.80	754,287.25	0.00

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Part III. Work Subcontracted to Others

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

	1 361	2 364	3 365	4 367	5
Subcontractor	None	Road Fabrics	None	C3 Constr.	
Type of Work		SRCCT		Sewer	
Subcontract Price		24,650.00		53,285.00	
Amount Uncompleted		24,650.00		53,285.00	
Subcontractor				Hawk Enter.	
Type of Work				Electric	
Subcontract Price				6,669.00	
Amount Uncompleted				6,669.00	
Subcontractor				Mark-It Corp.	
Type of Work				Striping	
Subcontract Price				6,961.35	
Amount Uncompleted				6,961.35	
Subcontractor				Traffic Control & Protection	
Type of Work				TC&P	
Subcontract Price				9,400.00	
Amount Uncompleted				9,400.00	
Subcontractor				Trialta Constr.	
Type of Work				Concrete	
Subcontract Price				101,036.30	
Amount Uncompleted				101,036.30	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	24,650.00	0.00	177,351.65	0.00



**Illinois Department
of Transportation**

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

**Affidavit of Availability
For the Letting of _____**
(Letting date)

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.

	1 371	2 369	3 368	4 373	Awards Pending	
County and Section Number	Kane - C. of Elgin	Cook PW-RS-1102	Cook 11-00190-00-PV	McHenry 11-00387-00-RS		
Contract With	Boulder Contr	A. Lamp Conc	A. Lamp Conc	McHenry Cty		
Estimated Completion Date	11/18/11	10/31/11	10/31/11	8/5/11		
Total Contract Price	203,668.36	227,160.50	198,116.71	2,745,706.61		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor				2,745,706.61		2,745,706.61
Uncompleted Dollar Value if Firm is the Subcontractor	203,668.35	227,160.50	198,116.71			628,945.56
Total Value of All Work						3,374,652.17

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	182,863.51	227,160.50	198,116.71	2,173,187.30		2,781,328.02
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				28,591.98		28,591.98
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling	20,804.85			418,586.22		439,391.07
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization						0.00
Field Office						0.00
TC&P						0.00
Totals	203,668.36	227,160.50	198,116.71	2,620,365.50	0.00	3,249,311.07

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Part III. Work Subcontracted to Others

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

	1 371	2 369	3 368	4 373	Awards Pending
Subcontractor	None			Maintenance Coatings	
Type of Work				Striping	
Subcontract Price				108,680.97	
Amount Uncompleted				108,680.97	
Subcontractor				Home Towne	
Type of Work				Electric	
Subcontract Price				7,525.14	
Amount Uncompleted				7,525.14	
Subcontractor				Traffic Contr & Prot	
Type of Work				TC&P	
Subcontract Price				9,135.00	
Amount Uncompleted				9,135.00	
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	0.00	0.00	0.00	125,341.11	0.00



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	1 375	2 374	3 376	4 378	AWARD PENDING	
County and Section Number	Cook	Cook & Kane 11-00011-00-RS	Cook 11-00179-00-PV	Cook		
Contract With	V. of Arlington Hts	V. of S. Barrington	V. of Glenview	V of Barr. Hills		
Estimated Completion Date	11/30/11	9/30/11	11/30/11	9/30/11		
Total Contract Price	2,970,249.85	577,406.82	2,578,185.70	596,140.75		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,970,249.85	577,406.82	2,578,185.70	596,140.75		6,721,983.12
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						6,721,983.12

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

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					Accumulated Totals
Earthwork		22,012.00		10,209.00	32,221.00
Portland Cement Concrete Paving					0.00
HMA Plant Mix	1,376,814.65	369,542.98	1,573,418.20	466,087.05	3,785,862.88
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces		29,122.65		5,988.10	35,110.75
Highway,R.R. and Waterway Structures					0.00
Drainage		7,395.00			7,395.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction					0.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
RR Insurance					0.00
Cold Milling, Planning & Rotomilling	237,481.25	95,441.65	354,926.00	10,880.60	698,729.50
Demolition					0.00
Pavement Markings (Paint)					0.00
Mobilization					0.00
Field Office					0.00
TC&P					0.00
Totals	1,614,295.90	523,514.28	1,928,344.20	493,164.75	0.00
					4,559,319.13

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Part III. Work Subcontracted to Others

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

	1 375	2 374	3 376	4 378	
Subcontractor	AC Pavt	Trialta Constr	Humir Constr.	Devinci Constr.	
Type of Work	THPL	Concrete	Sewer	Sewer	
Subcontract Price	20,547.75	13,818.00	392,500.00	38,223.00	
Amount Uncompleted	20,547.75	13,818.00	392,500.00	38,223.00	
Subcontractor	Lampignano & Son	Road Fabrics	Suburban Concrete	Landscapes by Gary Weiss	
Type of Work	Concrete	ARCCT	Concrete	Landscape	
Subcontract Price	1,303,215.00	17,439.84	195,431.50	59,267.00	
Amount Uncompleted	1,303,215.00	17,439.84	195,431.50	59,267.00	
Subcontractor	Traffic Control & Protection	Class 1 Constr	Work Zone Safety	Mark-It Corp	
Type of Work	TC&P	Landscape	TC&P	Striping	
Subcontract Price	25,500.00	18,356.70	12,220.00	2,136.00	
Amount Uncompleted	25,500.00	18,356.70	12,220.00	2,136.00	
Subcontractor	Home Towne	Mark-It Corp	Cooling Land Concepts	Traffic Control & Prof	
Type of Work	Electric	THPL	Landscape	TC&P	
Subcontract Price	6,691.20	2,478.00	41,905.00	3,350.00	
Amount Uncompleted	6,691.20	2,478.00	41,905.00	3,350.00	
Subcontractor		Traffic Control & Prof	Hawk Ent.		
Type of Work		TC&P	Electric		
Subcontract Price		1,800.00	4,030.00		
Amount Uncompleted		1,800.00	4,030.00		
Subcontractor			Maintenance Coatings		
Type of Work			THPL		
Subcontract Price			3,755.00		
Amount Uncompleted			3,755.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	1,355,953.95	53,892.54	649,841.50	102,976.00	0.00



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	1 418	2 420	3 421	4 423	AWARD PENDING	
County and Section Number	Cook 11-00112-00-RS	Cook RR-08-5669	Dupage	Cook		
Contract With	V. of Niles	Lorig Contr.	L. Keeley Constr.	V. of Glenview		
Estimated Completion Date	10/31/11	12/31/11	9/30/11	11/30/11		
Total Contract Price	1,096,860.10	325,957.95	414,573.40	888,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,096,860.10			888,000.00		1,984,860.10
Uncompleted Dollar Value if Firm is the Subcontractor		325,957.95	414,573.40			740,531.35
Total Value of All Work						2,725,391.45

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

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

						Accumulated Totals
Earthwork	4,500.00					4,500.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	529,528.85	316,885.95	388,459.40	433,271.00		1,668,145.20
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	1,904.00					1,904.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling	62,943.75	9,072.00	26,114.00	80,603.00		178,732.75
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization						0.00
Field Office						0.00
TC&P						0.00
Totals	598,876.60	325,957.95	414,573.40	513,874.00	0.00	1,853,281.95

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Part III. Work Subcontracted to Others

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

	1 418	2 420	3 421	4 423	5
Subcontractor	AP Eng. & Survey	None	None	Cooling Land Concepts	
Type of Work	GPS Map			Landscape	
Subcontract Price	3,250.00			10,800.00	
Amount Uncompleted	3,250.00			10,800.00	
Subcontractor	Lampignano & Son			Devinci Constr.	
Type of Work	Conc/Sewer			Sewer	
Subcontract Price	481,311.00			258,755.00	
Amount Uncompleted	481,311.00			258,755.00	
Subcontractor	Mark-It			Hawk Enter.	
Type of Work	Striping			Electrical	
Subcontract Price	3,594.50			7,800.00	
Amount Uncompleted	3,594.50			7,800.00	
Subcontractor	Nafisco, Inc.			Lampignano & Son	
Type of Work	TC&P			Concrete	
Subcontract Price	9,828.00			68,285.00	
Amount Uncompleted	9,828.00			68,285.00	
Subcontractor				Maintenance Coatings	
Type of Work				THPL	
Subcontract Price				24,773.00	
Amount Uncompleted				24,773.00	
Subcontractor				Work Zone Safety	
Type of Work				TCP	
Subcontract Price				3,713.00	
Amount Uncompleted				3,713.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	497,983.50	0.00	0.00	374,126.00	0.00



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	1 425	2 426	3 427	4 428	AWARD PENDING	
County and Section Number	Cook 10-25154-90-RS	Cook 11-W4337-04-RS	Cook	Cook		
Contract With	CCHD	CCHD	Forest Preserve Distr of CC	C. of Prospect Hts		
Estimated Completion Date	10/31/11	10/31/11	10/31/11	11/30/11		
Total Contract Price	388,080.00	934,609.30	379,745.00	2,775,334.79		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	388,080.00	934,609.30	379,745.00	2,775,334.79		4,477,769.09
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						4,477,769.09

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

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					Accumulated Totals
Earthwork				167,339.90	167,339.90
Portland Cement Concrete Paving					0.00
HMA Plant Mix	364,124.00	592,214.30	314,154.23	2,045,189.78	3,315,682.31
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces			24,082.50	152,695.88	176,778.38
Highway,R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction			1,681.88		1,681.88
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting			4,159.39		4,159.39
RR Insurance		4,000.00			4,000.00
Cold Milling, Planning & Rotomilling		106,470.00	14,252.00	71,009.15	191,731.15
Demolition					0.00
Pavement Markings (Paint)					0.00
Mobilization					0.00
Field Office		12,500.00			12,500.00
TC&P					0.00
Totals	364,124.00	715,184.30	358,330.00	2,436,234.71	0.00

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Part III. Work Subcontracted to Others

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

	1 425	2 426	3 427	4 428	5
Subcontractor	Paul Herrera Constr.	Hawk Enter.	Cooling Land Concepts	American Road Reclaimer	
Type of Work	Conc/Sewer	Electrical	Landscape	Pulv	
Subcontract Price	20,998.00	40,500.00	7,215.00	38,408.08	
Amount Uncompleted	20,998.00	40,500.00	7,215.00	38,408.08	
Subcontractor	Nafisco	Paul Herrera Constr.	Norridge Sewer & Water	Devinci Constr.	
Type of Work	TC&P	Concrete	Sewer	Sewer	
Subcontract Price	2,958.00	70,800.00	14,200.00	89,211.00	
Amount Uncompleted	2,958.00	70,800.00	14,200.00	89,211.00	
Subcontractor		JNC Constr.		Landscape by Gary Weiss	
Type of Work		Sewer		Landscape	
Subcontract Price		83,900.00		58,410.00	
Amount Uncompleted		83,900.00		58,410.00	
Subcontractor		Work Zone Safety		Mark It Corp	
Type of Work		TCP		THPL	
Subcontract Price		24,225.00		4,932.00	
Amount Uncompleted		24,225.00		4,932.00	
Subcontractor				Schoeder & Schroeder	
Type of Work				Concrete	
Subcontract Price				141,642.00	
Amount Uncompleted				141,642.00	
Subcontractor				Traffic Contr. & Protection	
Type of Work				TCP	
Subcontract Price				6,500.00	
Amount Uncompleted				6,500.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	23,956.00	219,425.00	21,415.00	339,103.08	0.00



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	1 429	2 431	3	4	AWARD PENDING	
County and Section Number	Cook	Kane				
Contract With	C. of Prospect Hts	C. of Elgin				
Estimated Completion Date	11/30/11	11/30/11				
Total Contract Price	1,367,572.60	1,052,131.19				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,367,572.60	1,052,131.19				2,419,703.79
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						2,419,703.79

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						Accumulated Totals
Earthwork	59,044.60					59,044.60
Portland Cement Concrete Paving						0.00
HMA Plant Mix	725,603.80	786,986.17				1,512,589.97
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	138,648.50					138,648.50
Highway,R.R. and Waterway Structures						0.00
Drainage	750.00					750.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling	93,972.65	50,446.70				144,419.35
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization						0.00
Field Office						0.00
TC&P						0.00
Totals	1,018,019.55	837,432.87	0.00	0.00	0.00	1,855,452.42

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Part III. Work Subcontracted to Others

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	1 429	2 431	3	4	5
Subcontractor	Devinci Constr	DNB Constr			
Type of Work	Sewer	Sewer			
Subcontract Price	69,063.00	87,825.00			
Amount Uncompleted	69,063.00	87,825.00			
Subcontractor	Homer Tree	Hawk Enter.			
Type of Work	Removal	Electrical			
Subcontract Price	11,330.00	14,819.50			
Amount Uncompleted	11,330.00	14,819.50			
Subcontractor	Landscape by Gary Weiss	Road Fabrics			
Type of Work	Landscape	ARCCT			
Subcontract Price	84,078.95	52,141.32			
Amount Uncompleted	84,078.95	52,141.32			
Subcontractor	Mark It Corp.	Schroeder & Schroeder			
Type of Work	THPL	Concrete			
Subcontract Price	2,794.00	53,042.50			
Amount Uncompleted	2,794.00	53,042.50			
Subcontractor	Traffic Control & Protection	Traffic Control & Protection			
Type of Work	TCP	TCP			
Subcontract Price	8,740.00	6,850.00			
Amount Uncompleted	8,740.00	6,850.00			
Subcontractor	Schroeder & Schroeder				
Type of Work	Concrete				
Subcontract Price	173,547.10				
Amount Uncompleted	173,547.10				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	349,553.05	214,678.32	0.00	0.00	0.00



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	1	2	3	4	Awards Pending	
County and Section Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Grand Totals - Pg 1-14
Uncompleted Dollar Value if Firm is the Prime Contractor						42,070,847.00
Uncompleted Dollar Value if Firm is the Subcontractor						18,993,610.07
Total Value of All Work						61,064,457.07

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						Grand Totals - Pg 1-14
Earthwork						283,715.50
Portland Cement Concrete Paving						0.00
HMA Plant Mix						41,789,990.49
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						1,499,432.76
Highway,R.R. and Waterway Structures						0.00
Drainage						8,895.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						1,681.88
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						4,159.39
RR Insurance						4,000.00
Cold Milling, Planning & Rotomilling						2,954,181.10
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization						42,095.30
Field Office						84,500.00
TC&P						0.00
Totals	0.00	0.00	0.00	0.00	0.00	46,672,651.42

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.

**COOK COUNTY HIGHWAY DEPARTMENT
DBE RESPONSIVENESS AND RESPONSIBILITY REVIEW**

Project Name Mt. Prospect Road -
Northwest Highway to Busse Road
Section No. 09-W7441-02-RS
Contract No. _____
Bid Letting Date December 21, 2011
Contractor Arrow Road

Responsiveness

DBE Utilization

Notes: Completed.

DBE Participation Statement

Notes: Completed. See DBE summary sheet for details.

Good Faith Efforts Documentation (if DBE goal not met)

Notes: N/A

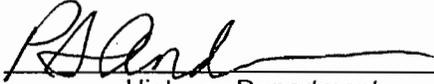
Responsibility

Verification of DBE Status

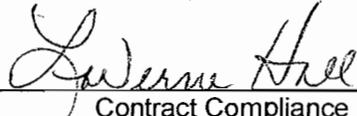
Notes: Verified DBE status with Illinois Unified Certification Program Directory (12/20/2011).

DBE Goal Met 10%

DBE Goal Not Met

Reviewed by: 
Highway Department

Date: 1-4-12

Approved by: 
Contract Compliance

Date: 1-5-12

COOK COUNTY HIGHWAY DEPARTMENT

DBE SUMMARY SHEET

CONTRACTOR: Arrow Road Construction Co.

PROJECT: Mt. Prospect Road -

DATE: December 30, 2011

Northwest Highway to Busse Road
SECTION NO: 09-W7441-02-RS

CONTRACT VALUE: \$485,758.80
DBE REQUIREMENTS: 10.0%

<u>DBE CONTRACTOR</u>	<u>CERTIFICATION</u>	<u>AMOUNT</u>	<u>PERCENT OF CONTRACT</u>
Hawk Enterprises	IUCP, Updated 12/20/2011, P. 138 <i>Anniversary: 12/1/2016</i>	\$4,800.00	0.99%
Natural Creations Landscaping Inc.	IUCP, Updated 12/20/2011, P. 58 <i>Anniversary: 6/1/2014</i>	\$47,005.00	9.68%

TOTAL **\$51,805.00** **10.66%**

NOTES: _____

STATUS MEET DBE GOAL

FAIL TO MEET DBE GOAL



IL Department of Transportation (IDOT)

2300 S. Dirksen Parkway
Springfield, IL 62764
(217) 782-5490
www.dot.state.il.us



City of Chicago - Office of Compliance

333 S. State St., Suite 540
Chicago, IL 60604
(312) 747-7778
www.cityofchicago.org/compliance



Chicago Transit Authority (CTA)

P.O. Box 7562
Chicago, IL 60680
(312) 681-2601
www.transitchicago.com



Metra

547 W. Jackson Boulevard
Chicago, IL 60661
(312) 322-6323
www.metrail.com



Pace

550 W. Algonquin Road
Arlington Heights, IL 60005
(847) 228-2439
www.pacebus.com

ILLINOIS UNIFIED CERTIFICATION PROGRAM

Complete Directory Sorted by Firm Showing:

Address

Email

Specialty

Generated on: 12/20/2011

Illinois Unified Certification DBE Directory

12/20/2011

Hawk Enterprises, Inc. dba Hawk Enterprises Inc. of Illinois		797
Johanna Plank 1850 E. North St. Crown Point, IN 46307	Phone: (219)-662-8090 Fax: (219)-662-8093 joann@hawk-inc.com 1,2	Anniversary: 12/1/2016 Category: Construction
NAICS	Specialty	
237310-Highway, Street, & Bridge Construction; 238210-Electrical Contractors; 238910-Site Preparation Contractors	237310-SIGNING; 238210-ELECTRICAL; 238910-MISC: CONSTRUCTION STAKING	
Heavy Equipment Rental, LLC		798
Reno Grimes 12514 Reynolds Dr., Ste. B Fishers, IN 46038	Phone: (317) 845-1618 Fax: (317) 845-1691 reno@rentfromher.com 1,2,3,4,5,6,7,8,9	Anniversary: 11/1/2014 Category: Miscellaneous
NAICS	Specialty	
532412-Construction Equipment Rental w/o Operator	532412-EQUIPMENT RENTAL	
Hejira Electrical Services LLC		799
A. J. White 13122 Brendan Wood Dr Black Jack, MO 63033	Phone: (314) 395-6431 Fax: (314) 355-5458 hejiraelectric@charterinternet.com 8	Anniversary: 2/1/2015 Category: Construction
NAICS	Specialty	
238210-Electrical Contractors	238210-MISC: ELECTRICAL SERVICES	
Henley Construction		800
Jesse J. Henley 610 W. Adams St. O'Fallon, IL 62269	Phone: (618) 789-4794 Fax: jayhenley@ymail.com 5,6,7,8,9	Anniversary: 6/1/2016 Category: Construction
NAICS	Specialty	
237310-Highway, Street, & Bridge Construction	237310-MISCELLANEOUS CONCRETE	
Henry Abraham Communications LLC		801
Henry Abraham 9517 S. Sawyer Evergreen Park, IL 60805-0850	Phone: 708-422-1190 Fax: themasterbuilder@henryabraham.com District 1	Anniversary: 11/30/2015 Category: Professional, Miscellaneous
NAICS	Specialty	
611430-Professional and Management Development Training; 611699-All Other Schools and Instruction; 611710-Educational Support Services; 624110-Child and Youth Services; 624310-Vocational Rehabilitation Services; 711510-Independent Artists, Writers, and Performers	Workshops mentoring youth through weekly sessions through afterschool and counseling support	

Illinois Unified Certification DBE Directory

12/20/2011

Carolyn Grisko & Associates, Inc.		326
Carolyn Grisko 400 West Erie Street Suite #400 Chicago, IL 60610-6912	Phone: 312-335-0100 Fax: 312-335-0103 beth@grisko.com District 1	Anniversary: 1/1/2012 Category: Professional
NAICS 541613-Management Consulting Services; 541820-Public Relations Agencies	Specialty COMMUNICATIONS AND MEDIA RELATED SERVICES; Legislative Outreach; Marketing and Management Consulting	
Carrera Concrete Construction, Inc.		327
Jose P. Carrera 1395 Louis Ave. Elk Grove Village, IL 60007-0000	Phone: 847-290-3900 Fax: 847-290-3901 carreraconcrete@sbcglobal.net District 1	Anniversary: 6/1/2014 Category: Construction
NAICS 238110-Poured Concrete Foundation and Structure Contractors	Specialty Concrete Contractor	
Carruthers Construction & Safety, Inc.		328
Michael W. Carruthers 15 S. Raynor Ave. Joliet, IL 60436	Phone: (815) 545-8119 Fax: (815) 730-4828 carruthersconstruction@gmail.com 1,2,3,4,5,6,7,8,9	Anniversary: 5/1/2016 Category: Construction
NAICS 237310-Highway, Street, & Bridge Construction	Specialty 237310-MISCELLANEOUS CONCRETE	
Carter's Excavating & Grading		329
Willie Carter 235 East 157th Street Harvey, IL 60426-3763	Phone: 708-225-1590 Fax: 708-225-1939 carterexcavating@hotmail.com District 1	Anniversary: 11/1/2013 Category: Construction
NAICS 238910-Site Preparation Contractors	Specialty Excavation Services; Grading (Of Parking Lots, etc. - Not Road Building)	
Case Environmental Inc.		330
Florance Jones 847 West Adams Street Chicago, IL 60607-3019	Phone: 312-953-1050 Fax: 773-646-3935 klanton84@sbcglobal.net District 1	Anniversary: 8/1/2012 Category: Professional, Miscellaneous
NAICS 541611-Management Consulting Services; 541620-Environmental Consulting Services	Specialty Environmental Consulting Services; Project Management	
Castellanos Trucking Inc.		331
Francisco Castellanos 2328 S. Scoville Berwyn, IL 60402	Phone: (708) 484-4095 Fax: (708) 484-4095 castellanostrucking.2009@hotmail.com 1,2,3	Anniversary: 12/1/2014 Category: Trucking
NAICS 484220-Specialized Freight (except Used Goods) Trucking, Local	Specialty 484220-TRUCKING	



Arrow Road Construction Co.

3401 South Busse Road - P.O. Box 334 • Mount Prospect, Illinois 60056-0334
Phone: 847-437-0700 • Fax: 847-437-0779

Algonquin Plant
Phone: 847-658-1140
Fax: 847-783-6697

Carpentersville Plant
Phone: 847-783-6680
Fax: 847-783-6697

December 28, 2011

Holly A. Cichy, P.E.
Chief Engineer - Construction Bureau
Cook County Highway Department
69 West Washington – Suite 2200
Chicago, IL 60602 - 3007

RE: CCHD – Mt. Prospect Road
Section 09-W7441-02-RS
Letting Date December 21, 2011

Dear Ms. Cichy:

We are pleased to submit, for your review and approval, the enclosed DBE Utilization Plan for the project referenced above. As per the plan specifications we have met the overall goal of 10% DBE participation.

If you have any questions or need additional information please do not hesitate to call.

Respectfully,
Arrow Road Construction


Nick Eichenold
Chief Estimator

Cc: John Healy, President



COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Utilization Plan

(1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid.

Route	<u>W74</u>	Total Bid	<u>485,758.80</u>
Section	<u>09-W7441-02-RS</u>	Contract DBE Goal	<u>10%</u> <u>48,575.88</u>
Project	<u>Mt. Prospect Rd NW Highway to Busse Ave.</u>		
County	<u>Cook</u>		
Letting Date	<u>12-21-11</u>		

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company: (check one)

Meets or exceeds contract award goals and has provided documented participation as follows:
Disadvantaged Business Participation 10 percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:
Disadvantaged Business Participation _____ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are five signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Arrow Road Construction Company
By Nick Eichenold
Title Nick Eichenold, Chief Estimator

Date 12-21-11

The "as used" Low Bidder is required to comply with the Special Provision.
Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Cook County Department of Highways
Contract Documents
69 West Washington Street - Suite 2200
Chicago, IL 60602

This Cook County Highway Department is requesting disclosure of information for the purpose of determining the propriety to accept bids for the purposes set forth under State and Federal law. Disclosure of this information is required by law. Failure to disclose any information will result in the contract not being awarded. This form has been approved by the State Formal Review Center.

SBE 2025 (Rev. COCH 4/11)



COOK COUNTY DEPARTMENT OF HIGHWAYS
DBE Participation Statement

Subcontractor Registration Number 2411

Letting December 21, 2011

Participation Statement

Item No _____

(1) Instructions

Contract No 09-W7441-02-RS

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work

Pay Item No	Description	Quantity	Unit Price	Total
29	Maint of Existing TS Installation	1 EA	600.00	600.00
30	Defecotr Loop, Type I	280 FT	15.00	4,200.00
				Total 4,800.00

(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. **The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Highway Department and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.**

[Signature]
Signature for Prime Contractor

[Signature]
Signature for DBE Firm

Title Chief Estimator
Date 12/21/11
Contact Person Nick Eichenold
Phone 847-472-7260
Firm Name Arrow Road Const.
Address 3401 S. Busse
City/State/Zip mt. Prospect, IL 60056

Title President
Date 12-20-2011
Contact Person Lynn Stupak
Phone 219-662-8090
Firm Name Hawk Enterprises, Inc.
Address 1850 E. North St.
City/State/Zip Crown Point, IN 46307

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of the information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Firm Management Center.

E _____
WC _____

COOK COUNTY LETTER OF INTENT (Section 2)

FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number. Mt. Prospect Rd. / 09-W7441-02-RS

From: Hawk Enterprises, Inc. (DBE Firm)

To: (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract") Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Table with 4 columns: Pay Item No., Description, Quantity, Fee/Cost. Includes items like 'Maint of Ex TS Install' and 'Detector Loop TY I'.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook.

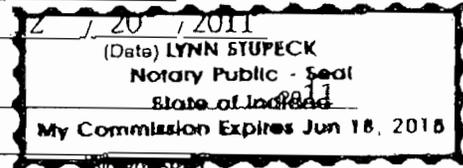
Upon Penalty of perjury, I Johanna Plank (print name) the President (title) and duly authorized representative of the Hawk Enterprises, Inc. (DBE firm)

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed to the above indicated total dollar amount \$ 4,800.00 which represents the above indicated total percentage 100 % for the contract amount \$ 4,800.00

(Signature of affiant)

Subscribed and sworn to before me this 20th day of December

(Notary's Signature)



Upon penalty of perjury, Nicholas L. Eichenald (print name) the Assistant Secretary (title) and duly authorized representative of Arrow Road Construction (Bidder Proposer firm)

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 4,800.00 which represents the above indicated total percentage 100 % for the contract amount \$ 4,800.00

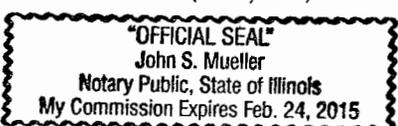
(Signature of affiant)

12 / 21 / 11 (Date)

Subscribed and sworn to before me this 21st day of December, 2011

(Notary's Signature)

(Notary Seal)





**COOK COUNTY DEPARTMENT OF HIGHWAYS
DBE Participation Statement**

Subcontractor Registration Number 12725 Letting 12/21/2011
 Participation Statement Item No. NA
 (1) Instructions Contract No. 09-W7441-02-RS

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work

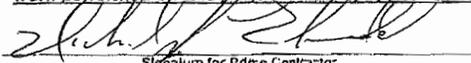
Pay Item No.	Description	Quantity	Unit Price	Total
1	Comb. Curb & Gutter, TY B6.24	700	\$19.45	\$13,615.00
2	Comb. Curb & Gutter Removal	700	\$12.00	\$8,400.00
17	Sidewalk Removal	400	\$2.00	\$800.00
18	PCC Sidewalk, 5"	400	\$4.50	\$1,800.00
20	Detectable Warnings	50	\$32.00	\$1,600.00
22	Driveway Pavement Removal	385	\$12.00	\$4,620.00
Total				See Sheet 2

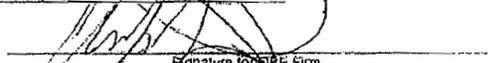
(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Highway Department and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.


 Signature for Prime Contractor
 Title Chief Estimator
 Date 12/22/2011
 Contact Person Nick Eichenold
 Phone 847-472-7260
 Firm Name Arrow Road Construction
 Address 3401 S. Busse Road
 City/State/Zip Mt. Prospect, IL 60056


 Signature for DBE Firm
 Title DM
 Date 12/22/2011
 Contact Person Christopher Faso
 Phone (847) 290-3900
 Firm Name CARRERA CONCRETE CONSTRUCTION, INC.
 Address 1395 Louis Ave.
 City/State/Zip Elk Grove Village, IL 60007

E _____
 WC _____

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.



**COOK COUNTY DEPARTMENT OF HIGHWAYS
DBE Participation Statement**

Subcontractor Registration Number 12725

Letting 12/21/2011

Participation Statement

Item No. NA

(1) Instructions

Contract No. 09-W7441-02-RS

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work

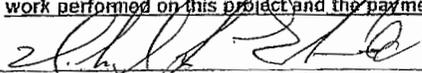
Pay Item No.	Description	Quantity	Unit Price	Total
23	PCC Driveway Pavement, 8"	385	\$42.00	\$16,170.00
Total				\$47,005.00

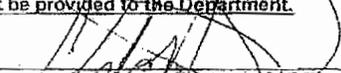
(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Highway Department and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.


Signature for Prime Contractor


Signature for DBE Firm

Title Chief Estimator
Date 12/22/2011
Contact Person Nick Eichenold
Phone 847-472-7260
Firm Name Arrow Road Construction
Address 3401 S. Busse Road
City/State/Zip Mt. Prospect, IL 60056

Title CM
Date 12/22/2011
Contact Person Christopher Faso
Phone (847) 290-3900
Firm Name CARRERA CONCRETE CONSTRUCTION, INC.
Address 1395 Louis Ave.
City/State/Zip Elk Grove Village, IL 60007

E _____
WC _____

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the statutory purpose as defined under the state and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center

COOK COUNTY LETTER OF INTENT (Section 2)

FROM USE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: CCHD - Mt. Prospect Road / 09-W7441-02-RS
From: Carrera Concrete Construction, Inc. (DBE Firm)
To: Arrow Road Construction (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"). Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Table with 5 columns: Pay Item No., Description, Quantity, Fee/Cost, and Percentage. Rows include items like Comb Curb & Gutter, Sidewalk Removal, PCC Sidewalk, Detectable Warnings, and Driveway Pavement Removal. Total: \$ See Sheet 2, 100 %.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Christopher Fusu (name) the PM (title) and duly authorized representative of the Carrera Concrete Construction, Inc. (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 47,005.00 which represents the above indicated total percentage 100 % for the contract amount \$ 47,005.00

Signature of affiant: Christopher Fusu
Date: 12/28/11

Subscribed and sworn to before me this 28th day of December
Notary's Signature: [Signature]

OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires October 23, 2012

Upon penalty of perjury, Nicholas L. Eichenold (print name), the Assistant Secretary (title) and duly authorized representative of Arrow Road Construction (Bidder/Proposer firm), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ SEE SHEET 2 which represents the above indicated total percentage SEE SHEET 2 for the contract amount \$ SEE SHEET 2

Signature of affiant: Nicholas L. Eichenold
Date: 12/28/11

Subscribed and sworn to before me this 28th day of December, 2011
Notary's Signature: [Signature]

OFFICIAL SEAL
John S. Mueller
Notary Public, State of Illinois
My Commission Expires Feb. 24, 2015

COOK COUNTY LETTER OF INTENT
(Section 2)

FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: CCHD - Mt. Prospect Road / 09-W7441-02-RS
From: Carrera Concrete Construction, Inc. (DBE Firm)
To: Arrow Road Construction (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"). Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost
23	PCC Driveway, 8"	385	\$ 42.00
			\$
			\$
Total:			\$ 47,005.00

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Christopher Fass (print name) the PO (title) and duly authorized representative of the Carrera Concrete Construction Inc. (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 47,005.00 which represents the above indicated total percentage 100 % for the contract amount \$ 47,005.00

(Signature of Affiant) _____ (Date) 12/28/11
Subscribed and sworn to before me this 28th day of December
Maribeth L. Flanagan (Notary's Signature) "OFFICIAL SEAL" Maribeth L. Flanagan Notary Public, State of Illinois My Commission Expires October 23, 2012 (Notary Seal)

Upon penalty of perjury, Nicholas L. Eichenold (print name) the Assistant Secretary (title) and duly authorized

representative of Arrow Road Construction (Bidder/Proposer firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 47,005.00 which represents the above indicated total percentage 100 % for the contract amount \$ 47,005.00

(Signature of affiant) _____ (Date) 12/28/11
Subscribed and sworn to before me this 28th day of December, 2011
John S. Mueller (Notary's Signature) (Notary Seal)

"OFFICIAL SEAL" John S. Mueller Notary Public, State of Illinois My Commission Expires Feb. 24, 2015

PETITION FOR WAIVER OF DBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL DBE WAIVER
- FULL DBE WAIVER
- REDUCTION (PARTIAL DBE PARTICIPATION)
 _____ % of Reduction for DBE Participation
 _____ % of Reduction for DBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Documents no later than five (5) days from the date of submission date.**

- 1) Lack of sufficient qualified DBE capable of providing the goods or services required by the contract **(please explain)**
- 2) The specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize DBE in accordance with the applicable participation **(please explain)**
- 3) Price quoted by potential DBE are above competitive levels and increase cost of doing business and would make acceptance of such DBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such DBE bid **(please explain)**
- 4) There are other relevant factors making it impossible or economically infeasible to utilize and/or DBE firms **(please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Documents of the Cook County Highway Department no later than three (3) days from the date of submission date.**

- 1) Made timely written solicitation to identified DBE for utilization of goods and/or services; and provided DBE with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable DBE to prepare an informed response to solicitation **(please attach)**
- 2) Followed up initial solicitation of DBE to determine if firms are interested in doing business **(please attach)**
- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for DBE for supply of goods and services **(please attach)**
- 4) Use the services and assistance of the Contract Administrator **(please explain)**
- 5) Engaged DBE for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with DBE participation.

CONTRACTOR CERTIFICATIONS
(SECTION 4)

The following certifications are made pursuant to state law and the code. The undersigned is cautioned to carefully read these certifications prior to signing the signature page. Signing the signature page shall constitute a warranty by the undersigned that all the statements, certifications and information set forth within these certifications are true, complete and correct as of the date the signature page is signed. The undersigned is notified that if the county learns that any of the following certifications were falsely made, that any contract entered into with the undersigned shall be subject to termination.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
 Yes: X No: _____

b) If yes, list business addresses (es) within Cook County:

 3401 S. Busse Rd, Mt. Prospect, IL 60056

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
 Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

 X Applicant has no "Substantial Owner."

OR

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:
08-23-300-036-0000

PERMANENT INDEX NUMBER(S): 08-23-300-055-0000

08-27-200-005-0000

08-27-200-006-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT
(Section 5)

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Arrow Road Construction Co. D/B/A: EIN NO.: 36-2214203

Street Address: 3401 S. Busse Rd., P.O. Box 334

City: Mt. Prospect State: IL Zip Code: 60056

Phone No.: (847) 437-0700

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

- 1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
John F. Healy - President	1726 Kay Rd, Wheaton, IL 60187	99%
Wayne E. Healy - Treasurer	1441 Fox Lane, Hinsdale, IL 60521	1%

- 2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

- 3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

John F. Healy
Name of Authorized Applicant/Holder Representative (please print or type)

John F. Healy
Signature

nicke@arrowroad.com
E-mail address

President
Title

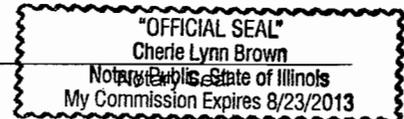
12-21-11
Date

(847) 437-0700
Phone Number

Subscribed to and sworn before me
this 21st day of Dec., 2011

X *Christine Brown*
Notary Public Signature

My commission expires:



CONTRACTOR'S
CERTIFICATION CONCERNING LABOR STANDARDS
AND
PREVAILING WAGE REUIREMENTS
(SECTION 6)

To Contractor:

County of Cook
69 W. Washington Street
Chicago, IL

Date: December 21, 2011
Project Number: Sec.09-W7441-02-RS
Project Name: ME. Prospect Rd -
Northwest Highway to Busse Avenue

1. The undersigned, having executed a contract with the County of Cook for the construction of the above identified project, acknowledges that:
 - (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
 - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

4. He certifies that:
 - (a) The legal name and the business address of the undersigned are:

 - (b) The undersigned is (check one):

<input type="checkbox"/>	Sole Proprietorship	Arrow Road Construction Company
<input type="checkbox"/>	Partnership	3401 S. Busse Rd., P.O. Box 334
<input checked="" type="checkbox"/>	Corporation	Mt. Prospect, IL 60056
<input type="checkbox"/>	Other Organization (Describe)	

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
John F. Healy	President	1726 Kay Rd, Wheaton, IL 60187
Michael J. Salmon	Vice President/Secretary	300 N. State St., Chicago, IL 60610
Wayne E. Healy	Treasurer	1441 Fox Lane - Hinsdale, IL 60521

(d) The name and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

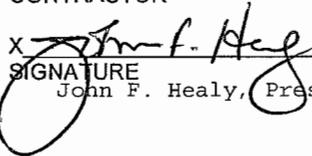
NAME	ADDRESS	NATURE OF INTEREST
None		

(e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if non, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

DATE 12-21-11

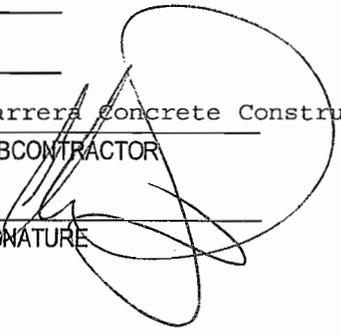
Arrow Road Construction Company
CONTRACTOR

X 
SIGNATURE
John F. Healy, President

DATE January 24, 2012

Carrera Concrete Construction, Inc.
SUBCONTRACTOR

X _____
SIGNATURE



**SUBCONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

(Section 6)

To Contractor:

Arrow Road Construction Co.
3401 S. Busse Rd., P.O. Box 334
Mt. Prospect, IL 60056

Date: January 24, 2012
Project Number: 09-W7441-02-RS
Project Name: Mount Prospect Road - Northwest Hwy to
Busse Ave.

1. The undersigned, having executed a contract with Arrow Road Construction Co.
(Contractor)

_____ for Electrical
Nature of Work)

_____ in the amount of \$ 4,800.00 in the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

3. The workmen will report for duty on TBD
(Date)

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:

Hawk Enterprises, Inc.
1850 E. North Street
Crown Point, IN 46307

- (b) The undersigned is (check one):

Sole Proprietorship
 Partnership
 Corporation
 Other Organization (Describe)

- (c) The name and address of the owner, partners or officers of the undersigned are:

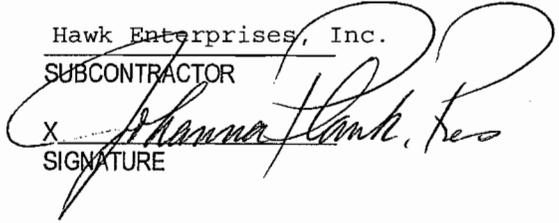
NAME TITLE ADDRESS

Johanna Plank President
3200 E. 145th Ave Crown Point

DATE January 24, 2012

Hawk Enterprises, Inc.
SUBCONTRACTOR

X
SIGNATURE



**SUBCONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

(Section 6)

To Contractor:

Arrow Road Construction Co.
3401 S. Busse Rd., P.O. Box 334
Mt. Prospect, IL 60056

Date: January 24, 2012
Project Number: 09-W7441-02-RS
Project Name Mount Prospect Road - Northwest Hwy to
Busse Ave.

1. The undersigned, having executed a contract with Arrow Road Construction Co.
(Contractor)

_____ for Striping
Nature of Work)

_____ in the amount of \$ 10,948.50 in the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on 3 DAYS NOTICE
(Date)
4. He certifies that:

- (a) The legal name and the business address of the undersigned are:
Precision Pavement Markings, Inc.
559 Columbia Avenue
Elgin, IL 60120
- (b) The undersigned is (check one):
 Sole Proprietorship
 Partnership
 Corporation
 Other Organization (Describe)

- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
------	-------	---------

ALFREDO SALAZAR - PRESIDENT - 509 JEFFERSON AVE ELGIN, IL 60120

ALFREDO SALAZAR - VICEPRESIDENT - 800 WING ST ELGIN, IL 60123

BILLY J. SALAZAR - VICE PRESIDENT - 559 COLUMBIA AVE ELGIN, IL
60120

TRIVENI SHARMA - PARTNER - 2548 GROSS POINT RD
EVANSTON, IL 60201

DATE January 24, 2012

Precision Pavement Markings, Inc.
SUBCONTRACTOR

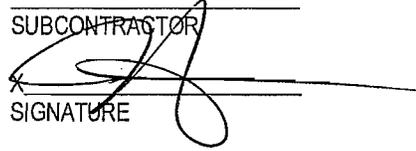
X 
SIGNATURE

DATE January 24, 2012

J.E.M. Traffic Control

SUBCONTRACTOR

SIGNATURE

A handwritten signature in black ink, appearing to be 'J.E.M.', written over a horizontal line. The signature is stylized and extends to the right of the line.

**SUBCONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**
(Section 6)

To Contractor:

Arrow Road Construction Co.
3401 S. Busse Rd., P.o. Box 334
Mt. Prospect, IL 60056

Date: January 24, 2012
Project Number: 09-W7441-02-RS
Project Name Mount Prospect Road - Northwest Hwy to Busse Ave.

1. The undersigned, having executed a contract with Arrow Road Construction Co.
(Contractor)

_____ for Utilities
Nature of Work)

_____ in the amount of \$ 7,530.00 in the construction of the above-identified project, certifies that:
 - (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
 - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on _____
(Date)
4. He certifies that:

- (a) The legal name and the business address of the undersigned are: JNC Construction, Inc.
17247 W. 143rd Street
Lockport, IL 60441
- (b) The undersigned is (check one):
 - Sole Proprietorship
 - Partnership
 - Corporation
 - Other Organization (Describe)

- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>MARY SASSONE</u>	<u>Pres.</u>	<u>17247 W. 143rd st.</u>
		<u>LOCKPORT, IL 60441</u>

DATE January 24, 2012

JNC Construction, Inc.

SUBCONTRACTOR

X
SIGNATURE

May Summe

BIDDER'S SIGNATURE SHEET

(If an Individual)
Signature of Bidder
Residence Address
Business Address
City of, State of

(If a co-partnership)
Firm Name
By
Business Address

NAMES AND RESIDENCE ADDRESSES OF MEMBERS OF THE FIRM

(If a Corporation)
Corporate Name Arrow Road Construction Company
By [Signature] President John F. Healy
Business Address 3401 S. Busse Rd., P.O. Box 334, Mt. Prospect, IL 60056

(Corporate Seal) State of Incorporation Delaware

NAMES OF OFFICERS

President John F. Healy
Residence Address 1726 Kay Rd, Wheaton, IL 60187
Vice President Michael J. Salmon
Residence Address 300 N. State St., Chicago, IL 60610
Secretary Michael J. Salmon
Residence Address 300 N. State St., Chicago, IL 60610
Treasurer Wayne E. Healy
Residence Address 1441 Fox Lane, Hinsdale, IL 60521

ATTEST: [Signature] /It's Michael J. Salmon, Secretary

179
61

**SURETY'S STATEMENT
OF
QUALIFICATION FOR BONDING**

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

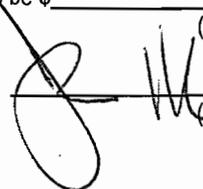
The undersigned confirms that: Travelers Casualty and Surety Company of America
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount

of the bid/contract: 09-W7441-02-RS
(NUMBER)

to: Arrow Road Construction Company
(BIDDER)

The penalty of this bond is to be \$ Six Hundred Fifty Six Thousand and NO/100
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY 
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

SEAL James E. McNichols
(ATTORNEY-IN-FACT)

#03609 #31194

AMB # NAIC



COUNTY OF COOK
DEPARTMENT OF HIGHWAYS

Proposal Bid Bond

Mt. Prospect Road from
Northwest Highway to
Busse Avenue
Project: _____
Section: 09-W7441-02-RS
Date: December 21, 2011
Letting: December 21, 2011

We Arrow Road Construction Company, 3401 S. Busse Road, Mt. Prospect, Illinois 60056 as PRINCIPAL, and Travelers Casualty and Surety Company of America, 215 Shuman, Naperville, Illinois 60563 as SURETY, are held and firmly bound unto the County of Cook a body politic and corporate of the state of Illinois herein after called the County in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the County 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 County acting through its awarding agency 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 County 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 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 County determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the County acting through its awarding agency 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 and their corporate seals to be hereunto affixed this 21st day of December A.D. 2011.

PRINCIPAL

Arrow Road Construction Company
(Company Name) (Seal)
BY: Michael J. Salmon VP
(Signature & Title)

(Company Name) (Seal)
BY: _____
(Signature & Title)

Michael J. Salmon, Vice President
(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signatures of each contractor must be affixed.)

Travelers Casualty and Surety Company of America
(Name of Surety) (Seal)

SURETY

BY: [Signature]
(Signature of Attorney-in-fact)
James E. McNichols

STATE OF ILLINOIS,
COUNTY OF COOK.

I, Cherie Lynn Brown, a Notary Public in and for Cook County, do hereby certify that Michael J. Salmon

(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, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of December A.D. 2011
My commission expires 8/23/13
Cherie Lynn Brown
Notary Public, State of Illinois
My Commission Expires 8/23/2013
[Signature]
Notary Public

NOTICE

1. IMPROPER EXECUTION OF THIS FORM (i.e. MISSING SIGNATURES OR SEALS OR INCOMPLETE CERTIFICATION) WILL RESULT IN BID BEING DECLARED IRREGULAR.
2. IF BID BOND IS USED IN LIEU OF PROPOSAL GUARANTY CHECK, IT MUST BE ON THIS FORM AND MUST BE SUBMITTED WITH BID.

State of Illinois
County of Will

On this 21st day of December, 2011, before me personally appeared James E. McNichols, known to me to be the Attorney-in-Fact of Travelers Casualty And Surety Company of America, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



(Notary Public)

Brenda K. Pichler





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220465

Certificate No. 004162268

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert A. McNichols, James E. McNichols, Brenda Pichler, M. Patricia West, Patricia E. Tarczewski, and Laura M. Marshall

of the City of Westchester, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of September, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of September, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of December, 20 11

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

COUNTY OF COOK

CHICAGO, ILLINOIS

PROPOSAL

For a County Highway Improvement in the County of Cook, State of Illinois,

known as Mount Prospect Road

Route W74 *Section* 09-W7441-02-RS

From Northwest Highway *To* Busse Avenue

LOCATION OF IMPROVEMENT

The proposed improvement is part of the public highway system in the County of Cook, State of Illinois, located by section and route before mentioned, and is indicated on the map showing the County Highway System on file in the office of the County Clerk and also in the office of the Illinois Department of Transportation, Division of Highways, Springfield, Illinois.

The improvement to Mount Prospect Road begins at Sta. 2+70.00, a point on the centerline of Mount Prospect Road approximately 105 feet north of the centerline of Northwest Highway and extends in a northerly direction to Sta. 31+52.00, a point on the centerline of Mount Prospect Road approximately 75 feet north of the centerline of Busse Avenue, for a total distance of 2,860.00 feet (0.54 miles) to be improved. This improvement lies within the Village of Mount Prospect and the City of Des Plaines, Cook County, Illinois.

DESCRIPTION OF IMPROVEMENT

This is a Quality Control/Quality Assurance Project utilizing Hot-Mix Asphalt mixes.

The improvements to Mount Prospect Road between Northwest Highway and Busse Avenue consist of milling of the existing asphalt surface to a depth of 2 ¼ In., repair of the pavement base with Class D Patches, 9 In. and resurfacing with ¾ In. Polymerized Leveling Binder (Machine Method), IL-4.75, N50 and 1 ½ In. Hot-Mix Asphalt Surface Course, Mix "D", IL-12.5 or 9.5, N70. Also included is removal and replacement of damaged Combination Concrete Curb And Gutter, Type B-6.24, as required, drainage additions and adjustments, replacement of traffic signal loop detectors, as required, pavement markings, restoration of the parkway with topsoil and sodding, sidewalk removal and replacement to accommodate the installation of Detectable Warnings, Traffic Protection and other related road work as required to complete the improvement.

PROPOSAL AGREEMENTS

1. Examination. The undersigned declares that he has carefully examined the plans and specifications, the contract and surety bond forms, and also the site of the proposed improvement in order to understand the detailed requirements of construction and all the local conditions affecting the contract.

2. Performance. The undersigned proposes to furnish all labor, materials and equipment complete in place and to perform all work named and described in this proposal, together with all incidental work necessary to complete the improvement, in accordance with the plans and specifications herein referred to or hereto attached, for the sum of the products obtained by multiplying each of the estimated quantities tabulated in the schedule of prices by the respective unit price submitted.

3. Prices. The undersigned must show, in the Schedule of Prices, the unit prices for which he proposes to furnish the materials and perform the work for each quantity in the Schedule of Prices, that each unit price must be shown in figures, for example, \$1.89, that the extension must be made by him, that the total summation of the extended amounts must be stated in the figures and that if not so done, his proposal may be rejected as irregular. The undersigned agrees that the unit prices submitted are only for the proposal of obtaining a gross amount, and for arriving at the contract price. Should any discrepancy occur between the gross amount submitted and the one resulting from the sum of the products obtained by multiplying the quantities by their respective unit prices, the latter sum shall apply.

4. Contract. The undersigned agrees to execute a contract covering the performance of the work and the furnishing of materials for the construction of the proposed improvement in the form prescribed by the Board of County Commissioners and hereto attached, within fifteen (15) days from the date of acceptance of this proposal.

5. Surety Bond. Before entering into a contract for the construction of the proposed improvement, the undersigned agrees, at his own cost, to furnish and execute a surety bond in the form prescribed by the Board of County Commissioners and hereto attached in the amount of one hundred per cent (100%) of the contract price, with a Surety Company to be approved by said Board of County Commissioners, guaranteeing that the Contractor will construct the proposed improvement in full accordance with the terms of the contract and that he will start construction operations and complete the proposed improvement within the time specified in the contract.

6. Proposal Guaranty. The undersigned encloses, as a guaranty of good faith to enter into a contract for the construction of the proposed improvement, a bank cashier's check, bank draft, certified check or Bid Bond for: the amount indicated in Special Provision, Proposal Guaranty, Section 102.09; payable to the **TREASURER OF COOK COUNTY**. The undersigned understands that the checks of all except the two (2) lowest bidders who meet the requirements for bidders will be returned within three (3) days after opening of proposals, while the remainder of the checks will be returned when the executed contract and surety bond have been approved. The undersigned understands that failure on the part of the bidder who submits the Proposal accepted by The Board of County Commissioners to execute a contract and surety bond within (15) days from the date of acceptance shall be considered just cause for the retention by said County of the proposal guaranty as payment for liquidated damages sustained by the County of Cook as the result of such failure and the annulment of the acceptance of the proposal. In the event of acceptance of this proposal by the Board of County Commissioners the undersigned agrees to the following requirements:

7. Performance. The undersigned agrees to furnish all labor materials and equipment complete in place and to perform all work named and described in this proposal together with all incidental work necessary to complete the improvement in accordance with the plans and specifications herein referred to or hereto

attached for the sum of the products obtained by multiplying each of the estimated quantities tabulated in the Schedule of the Prices by the respective unit price submitted.

8. Quantities. The undersigned declares that he understands that the estimated quantities tabulated in the Schedule of Prices are approximate only being subject to increase or decrease and that he will take in full payment therefor the amount of the summation of the products of the actual quantities as finally determined multiplied by the respective unit prices shown in the Schedule of Prices.

9. Changes in Improvement. The undersigned agrees that in case the County Superintendent of Highways of the County of Cook decides either to extend or decrease the area of the proposed improvement or to do both or otherwise alter it by extras or deductions including the elimination of any one or more of the quantities listed in the Schedule of Prices the undersigned will make such change in the contract price by adding or subtracting therefrom as the case may be by applying the respective unit prices to the quantities of the several items of work that may be involved by reason of such change.

10. Date of Start and Completion. The contractor will not be permitted to begin the on site construction for this contract until See Special Provision No. 79. All necessary submittals and the ordering of materials shall be undertaken prior to N/A to insure prompt completion of the project. The Contractor shall not begin construction operations until the contract has been approved by the Board of Cook County Commissioners. As soon as this approval is received, the Contractor will be notified by letter mailed to Contractor at the address given above, by the County Superintendent of Highways of The County of Cook, to commence operations on a specified date. The undersigned agrees to start construction operations on the date so specified and to complete the proposed improvement in full compliance with the contract on or before June 15, 2012.

11. Forfeit of Contract. The undersigned agrees that for failure or neglect to prosecute the same diligently in such manner as in the opinion of said County Superintendent of Highways is necessary for the completion of the proposed improvement within the time herein specified, or for his failure or neglect to keep and perform any of the agreements in this proposal specified to be kept and performed by him, the board of County Commissioners may at its option declare this contract forfeited and terminate all the rights of the Contractor thereunder.

Proposal submitted by :

Name: Arrow Road Construction Company

Address: 3401 S. Busse Rd., P.O. Box 334

City, State, Zip: Mt. Prospect, IL 60056

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Prosser

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Carr

CHIEF PROCUREMENT OFFICER

Not Required

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 3rd DAY OF April, 2012

IN THE CASE OF A BID, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-28-172

OR

ITEM(S), SECTION(S), PART(S): Mount Prospect Road -Northwest Highway to Busse Avenue.

Section: 09-W7441-02-RS

TOTAL AMOUNT OF CONTRACT: \$485,758.80

(DOLLARS AND CENTS)

FUND CHARGEABLE: 600-600

APPROVED AS TO FORM:

Keller McAfee

ASSISTANT STATE'S ATTORNEY

**CONTRACT
(SECTION 10)**

This AGREEMENT made and entered into this 3rd day of april A.D., 2012 by and between The County of Cook, party of the first part and hereinafter called County, and Arrow Road Construction Company, party of the second part and hereinafter called Contractor.

WITNESSETH:

That for and in consideration of the payments to be made by the said County as hereinafter provided, the said Contractor hereby covenants and agrees with the said County to do all the work and furnish all the labor, materials, machinery, apparatus, implements, tools, and other things necessary for the improvement of a section of the public highway known as **Mount Prospect Road – Northwest Highway to Busse Avenue**. In the Township of **Elk Grove**, County of Cook, and State of Illinois, said section known or to be known as Section: **09-W7441-02-RS**; Route **W74**; Contract No. **11-28-172** at his own cost and expense, free from all liens, claims, and charges whatsoever, and in a good substantial, thorough and workmanlike manner, and in strict and full accordance, conformity and compliance with all the terms and conditions of this contract and the requirements under it of the County Superintendent of Highways of Cook County, Illinois, and under the direction and to the satisfaction of the said County Superintendent of Highways.

It is expressly understood and agreed by and between said County and said Contractor that the Bid hereto attached and Notice to Contractors, Specifications, Plans, Maps, Blue Prints, and Drawings, on file in the Office of the County Superintendent of Highways of Cook County, Illinois, and in the office of the Department of Transportation, Springfield, Illinois, copies of which are hereto attached, hereby are included in and made a part of this contract.

The Contractor shall not begin construction operations until the contract has been approved by the Board of Cook County Commissioners and fully executed by the County. Subsequent to contract execution, the Contractor will be notified by a notice-to-proceed letter from the County Superintendent of Highways of the County of Cook to commence operations on a specified date. The undersigned agrees to start construction operations on the date so specified and to complete the proposed improvement in full compliance with the contract on or before **June 15, 2012**.

The County Superintendent of Highways shall at the end of each month make an estimate in writing, such as in his opinion shall be just and fair, of the amount of materials furnished, delivered, properly set in place and incorporated into the herein described improvement, and the amount of work properly done by said Contractor in the performance of the work hereunder and the value thereof under and according to the terms of this contract.

The first estimate shall cover the amount of work performed and the value of the materials properly set in place and incorporated into the herein described improvement since said Contractor commenced the

performance of this contract, and each subsequent estimate, except the final one, shall be of the amount of work performed and the value of the materials properly set in place and incorporated into said improvement since the last preceding estimate was made.

Such estimates of amount and quality shall not be required to be made by strict measurement, but shall be sufficient if they are made approximately only, and each such estimate shall be submitted to the Board of County Commissioners of Cook County and upon approval by said Board of Commissioners said County shall pay to said Contractor ninety per cent (90%) of the amount stated in said estimates.

At least one week before each payment falls due, said Contractor shall submit to said County Superintendent of Highways requisition for such payment, and, shall, if required, submit therewith an itemized statement of the quantities and cost and proportionate profit of work performed to the termination of the period to be covered by such payment, together with an affidavit setting forth that the items in said statement are true and just, that the services were rendered, that the articles or materials were furnished, that the sum claimed is due and unpaid, after allowing all just credits, that all labor, materials, apparatus, fixtures, and machinery furnished or used have been paid for, and if not, stating those not paid for, giving the amount due, to whom due, and for what due, attaching to said affidavit waivers of lien from those mentioned in said exceptions as having unpaid claims, and such affidavit shall contain such other matter as may be deemed necessary by the said County Superintendent of Highways to protect said County in its payments, and any such statement shall not be binding upon said County Superintendent of Highways.

There shall be deducted from the amount so determined for the first fifty (50) percent of the completed work a sum of ten (10) percent to be retained until after the completion of the entire work to the satisfaction of the County. After fifty (50) percent or more of the work is completed, the County may, at its discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five (5) percent of the total adjusted contract price.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and the acceptance thereof by said County, the Contractor will, upon notice from the said County Superintendent of Highways, (which notice may be given by letter mailed to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said County Superintendent of Highways, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said Contractor to so make good, repair or replace said workmanship or materials, said County may do so or have same done by others, and said Contractor and the surety or sureties on his bond given for the faithful performance of this contract shall be liable to The County of Cook for all damages and expense occasioned by such failure, refusal or delay.

It is expressly and mutually covenanted and agreed that all of the Plans and Specifications hereinbefore mentioned and this Instrument together are the documents forming the contract between said County and said Contractor and are correlative, and whatever may be provided for and required by one of said documents shall be as binding as if provided for and required by two or more of them.

The Contractor expressly agrees that not less than the general prevailing rate of wages as found by The Board of County Commissioners for The County of Cook in accordance with the provisions of "An Act regulating wages of laborers, mechanics and other workmen employed under contracts for public works", Approved June 26, 1941, as amended, or such wage rates as may be determined by the court on appeal as in said Act provided, shall be paid to all laborers, workmen and mechanics performing work under this contract. The prevailing wage rates as found by the said Board of County Commissioners are on file in the office of the County Clerk for the County of Cook.

It is expressly understood and agreed that if the said Contractor shall fail, refuse or neglect to comply with said contract and Plans and Specifications or any provisions therein contained, or to proceed according to the terms of said contract and Plans and Specifications or any part thereof, in the manner and at the time as directed by the said County Superintendent of Highways, then the said County shall have the right, and The Board of County Commissioners of Cook County is hereby given authority on behalf of the said County to declare this contract forfeited, and the said County may re-bid the whole or any part thereof upon such terms as it may see fit without prejudice to any of its rights herein.

It is expressly understood and agreed by the parties hereto that the County Superintendent of Highways shall fix and determine the amount of damages to be paid to said County by the said Contractor by reason of the failure or refusal to perform this contract or comply with the provisions thereof as aforesaid, and the said Contractor hereby agrees to be held liable for the amount so fixed and determined and agrees to pay such amount; and the said County shall apply in payment of any such amount so fixed and determined any and all sums on hand or due and owing to said Contractor, and if there be not sufficient money on hand or due and owing to said Contractor to balance and pay said amount so fixed and determined, then, in such case, any amount remaining unpaid shall be a valid and subsisting claim against the said Contractor and the surety or sureties on his bond given for the faithful performance of this agreement.

SURETY BOND FORM
(Section 11)

KNOW ALL MEN: That we Arrow Road Construction Co.

(Insert here name and address of legal title of contractor)

3401 S. Busse Rd., P.O. Box 334

Mt. Prospect, IL 60056 hereinafter called the Principal, and Travelers Casualty and

Surety Company of America, 215 Shuman, Naperville, IL 60563 and

(Insert here name and address or legal title of one or more sureties)

and

hereinafter called the Surety are held and firmly bound unto The County of Cook, a body politic and corporate of the State of Illinois hereinafter called the County, and to such persons, firms and corporations having contracts with the within named Principal or with sub-contractors for the furnishing of materials or labor to the improvement contemplated in the contract hereinafter mentioned, in the penal sum of ~~Four Hundred Eighty-Five Thousand Seven~~ Hundred Fifty-Eight & 80/100** Dollars (\$^{485,758.80}) for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly, by these presents.

Whereas, the Principal has under date of April 3, 2012 entered into a Contract with the County for **Mt. Prospect Road Northwest Highway to Busse Avenue; Section: 09-W7441-02-RS on Route No. W74.**

Now, therefore, the Condition of this Obligation is such that if the Principal shall faithfully perform the work in accordance with the terms of said contract and shall commence and complete the work within the time prescribed in said contract, and shall indemnify and save harmless the County from any direct or indirect damages that may be suffered or claimed on account of such construction, or improvement during the time of the performance thereof, and in addition thereto for a period of one year after said improvement is accepted and shall promptly make payment of all sums due for labor, material, apparatus, fixtures or machinery furnished for the purpose of such construction or improvement, and shall have complied with the requirement in said contract for the payment of not less than the general prevailing wage rates to all laborers, workmen and mechanics in accordance with the findings of The Board of County Commissioners for The County of Cook in compliance with "An Act regulating wages of laborers, mechanics and other workmen employed under contracts for public work," Approved June 26, 1941, as amended, or to such wage rates as may be determined by the court on appeal as is in said Act provided, then this Obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said surety, for value received, hereby stipulates and agrees that no extension of time for performance provided for in said contract, and that no change, alteration or addition to the terms of the contract or to the work to be performed there under shall in any wise affect its obligation under this bond,

and it does hereby waive notice of any such extension of time, change alteration or addition to the terms of the contract or to the work to be performed there under.

Contract dated: April 3, 2012

For **Mt. Prospect Road Northwest Highway to Busse Avenue; Section: 09-W7441-02-RS on Route No. W74.**

The principal and sureties on this bond agree to pay all persons, firms and corporations having contracts with the principal or with sub-contractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the County and the Principal has been made, in accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction." Approved June 20, 1931, as amended.

Signed and sealed this 24th day of January A.D. 20 12.

In the Presence of
ATTEST:

Arrow Road Construction Co. (Seal)
Principal

Michael J. Salmon
It's Secretary
Michael J. Salmon

By John F. Healy
It's President John F. Healy

Travelers Casualty and Surety Company of America (Seal)
Surety

By James E. McNichols (Seal)
It's Attorney in Fact
James E. McNichols

Approved as to form:

By Karen J. McLee
Assistant State's Attorney

State of Illinois
County of Will

On this 24th day of February, 2012, before me personally appeared James E. McNichols, known to me to be the Attorney-in-Fact of Travelers Casualty And Surety Company of America, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



(Notary Public)

Brenda K. Pichler





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220465

Certificate No. 004162291

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert A. McNichols, James E. McNichols, Brenda Pichler, M. Patricia West, Patricia E. Tarczewski, and Laura M. Marshall

of the City of Westchester, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of September, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of September, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of January, 2012.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

EXECUTION BY A CORPORATION

The undersigned acknowledges receipt of a full set of Contract Documents for Contract and Addenda Numbers _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of this Contract.

BUSINESS NAME: Arrow Road Construction Company
BUSINESS ADDRESS: 3401 S. Busse Rd., P.O. Box 334, Mt. Prospect, IL 60056
BUSINESS TELEPHONE: (847) 437-0700 FAX NUMBER: (847) 437-0779
CONTACT PERSON: Nick Eichenold
FEIN: 36-2214203 *IL CORPORATE FILE NUMBER: 0231

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY
PERMANENT INDIX NUMBER(S): 08-23-300-036-0000
08-23-300-055-0000
08-27-200-005-0000
08-27-200-006-0000

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

LIST OF ALL CORPORATE OFFICERS:

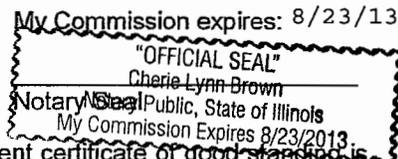
PRESIDENT: John F. Healy VICE PRESIDENT: Michael J. Salmon
SECRETARY: Michael J. Salmon TREASURER: Wayne E. Healy

***SIGNATURE OF PRESIDENT: X *John F. Healy*
John F. Healy, President
ATTEST: X *Michael J. Salmon* (CORPORATE SECRETARY)
Michael J. Salmon,

Subscribed and Sworn to

Before me this 21st day of December, 20 11

X *Cherie Lynn Brown*
Notary Public Signature



If the corporation is not registered in the State of Illinois, a current certificate of good standing is required from the State where your corporation is registered.

- ** REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- *** In the event this Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate cy-laws or other authorization by the corporation which authorizes such persons to execute this Proposal on behalf of the corporation.

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract and Addenda Numbers _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of this Contract.

FIRM # 1/ MANAGING PARTY: _____

FIRM # 1/ MANAGING PARTY BUSINESS ADDRESS: _____

FIRM # 1/ MANAGING PARTY BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FIRM # 1/ MANAGING PARTY CONTACT PERSON: _____ FEIN/SSN #: _____

FIRM # 2 BUSINESS NAME: _____

FIRM # 2 BUSINESS ADDRESS: _____

FIRM # 2 BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FIRM # 2 CONTACT PERSON: _____ FEIN/SSN #: _____

***COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:**

PERMANENT INDEX NUMBERS(S):

FIRM # 1/MANAGING PARTY: _____

FIRM # 1/MANAGING PARTY: _____

FIRM # 1/MANAGING PARTY: _____

FIRM # 2: _____

FIRM # 2: _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

****COOK COUNTY BUSINESS REGISTRATION NUMBER:** _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE
CONTRACTS ON BEHALF OF PARTNERSHIP:

***** BY:** X _____ **Date:** _____

Subscribed and Sworn to

Before me this _____ day of _____, 20 _____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Proposal on behalf of the Partnership

EXECUTION BY A SOLE PROPRIETOR

The undersigned acknowledges receipt of a full set of Contract Documents for Contract and Addenda Numbers _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of this Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBERS(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date: _____

Subscribed and Sworn to

before me this _____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

SCHEDULE OF PRICES

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	700	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	\$ 37.45	\$ 26,215.00
2	700	FOOT	COMBINATION CURB AND GUTTER REMOVAL	\$ 12.00	\$ 8,400.00
3	14,543	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4 IN	\$ 2.10	\$ 30,540.30
4	200	FOOT	CUTTING HOT-MIX ASPHALT SURFACE	\$ 5.00	\$ 1,000.00
5	100	FOOT	TEMPORARY BUTT JOINTS	\$ 8.00	\$ 800.00
6	29	TON	AGGREGATE (PRIME COAT)	\$ 1.00	\$ 29.00
7	290	GAL	BITUMINOUS MATERIALS (PRIME COAT)	\$ 7.00	\$ 2,030.00
8	611	TON	POLYMERIZED LEVELING BINDER (MACHINE METHOD) IL-4.75, N50	\$ 90.00	\$ 54,990.00
9	935	SQ.YD.	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL	\$ 8.10	\$ 7,573.50
10	1,299	TON	HOT MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70	\$ 67.50	\$ 87,682.50
11	363	SQ.YD.	CLASS D PATCHES, TYPE I, 9 IN	\$ 26.00	\$ 9,438.00
12	1,454	SQ.YD.	CLASS D PATCHES, TYPE II, 9 IN	\$ 26.00	\$ 37,804.00
13	1,454	SQ.YD.	CLASS D PATCHES, TYPE III, 9 IN	\$ 24.00	\$ 34,896.00
14	363	SQ.YD.	CLASS D PATCHES, TYPE IV, 9 IN	\$ 24.00	\$ 8,712.00
15	80	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN	\$ 5.00	\$ 400.00
16	1	EACH	CONSTRUCTING TEST STRIP	\$ 1,000.00	\$ 1,000.00
17	400	SQ.FT.	SIDEWALK REMOVAL	\$ 2.05	\$ 820.00
18	400	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN	\$ 4.50	\$ 1,800.00
19	400	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 4 IN	\$ 4.00	\$ 1,600.00
20	50	SQ.FT.	DETECTABLE WARNINGS	\$ 32.00	\$ 1,600.00
21	6	CAL.MO.	ENGINEER'S FIELD OFFICE TYPE A	\$ 2,500.00	\$ 15,000.00
22	385	SQ.YD.	DRIVEWAY PAVEMENT REMOVAL	\$ 12.00	\$ 4,620.00
23	385	SQ.YD.	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 IN	\$ 42.00	\$ 16,170.00
24	7,000	FOOT	CRACK ROUTING AND SEALING	\$ 0.50	\$ 3,500.00
25	240	SQ.YD.	SODDING	\$ 5.00	\$ 1,200.00
26	40	CU.YD.	EARTH EXCAVATION	\$ 55.00	\$ 2,200.00
27	1	L.SUM	TRAFFIC PROTECTION	\$ 72,000.00	\$ 72,000.00
28	12,000	UNIT	CONTRACT EXTRA WORK	\$ 1.00	\$ 12,000.00
29	1	EACH	MAINTENACE OF EXISTING TRAFFIC SIGNAL INSTALLATION	\$ 600.00	\$ 600.00
30	280	FOOT	DETECTOR LOOP, TYPE 1	\$ 15.00	\$ 4,200.00

SCHEDULE OF PRICES

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
31	1	EACH	CATCH BASINS TO BE RECONSTRUCTED	\$ 1,300.00	\$ 1,300.00
32	3	EACH	CATCH BASINS TO BE ADJUSTED	\$ 310.00	\$ 930.00
33	5	EACH	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	\$ 600.00	\$ 3,000.00
34	15	EACH	INLET FILTER	\$ 145.00	\$ 2,175.00
35	15	EACH	INLET FILTER CLEANING	\$ 50.00	\$ 750.00
36	5	EACH	WATER PROOFING SANITARY FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	\$ 460.00	\$ 2,300.00
37	2,500	POUND	CRACK FILLING	\$ 0.50	\$ 1,250.00
38	9	TON	MIXTURE FOR CRACKS, JOINTS AND FLANGWAYS	\$ 800.00	\$ 7,200.00
39	240	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN	\$ 5.00	\$ 1,200.00
40	5,100	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN	\$ 0.95	\$ 4,845.00
41	12,500	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN	\$ 0.58	\$ 7,250.00
42	450	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 6 IN	\$ 0.85	\$ 382.50
43	350	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 8 IN	\$ 1.05	\$ 367.50
44	990	FOOT	THEROMPLASTIC PAVEMENT MARKING - LINE 12 IN	\$ 1.75	\$ 1,732.50
45	100	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 24 IN	\$ 3.60	\$ 360.00
46	164	SQ.FT.	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	\$ 4.00	\$ 656.00
47	130	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	\$ 8.00	\$ 1,040.00
48	400	SQ.FT.	ERADICATION OF EXISTING PAVEMENT MARKING	\$ 0.50	\$ 200.00
TOTAL					\$ 485,758.80



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Austin A McNichols Insurance Agency Five Westbrook Corp. Center Suite #110 Westchester IL 60154	CONTACT NAME: M. West	
	PHONE (A/C No. Ext): (708) 492-0909 FAX (A/C No): (708) 492-0910 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00000122	
INSURED Arrow Road Construction Co. P.O. Box 334 Mt. Prospect IL 60056	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Bituminous Casualty Corp	10138
	INSURER B: St. Paul Fire & Marine Ins. Co	
	INSURER C: Navigators Insurance Co	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 11/12 GL A U WC EXUM REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CLP 3 549 496	3/1/2011	3/1/2012	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU EXPLS/COLLAPSD						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> BLANKET A.I.						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	X		CAP 3 549 495	3/1/2011	3/1/2012	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						Uninsured motorist combined \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						Medical payments \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	X				EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 25,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$			QK 01202680	3/1/2011	3/1/2012	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC 3 549 494	3/1/2011	3/1/2012	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EXCESS UMBRELLA			CH11EXC723765IV	3/1/2011	3/1/2012	Each Occurrence - \$15,000,000 Aggregate - \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Arrow Job No. 47012 Mount Prospect Road, Northwest Highway to Busse Avenue, Sec. 09-W7441-02-RS, Route No. W74. Cook County Highway Department, their officers, employees and agents are additional insured regarding General Liability Policy as required by contract

CERTIFICATE HOLDER Cook County Highway Department Contract Documents Office 69 West Washington Street Suite 2200 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE James McNichols/LAURA



INSURANCE BINDER

DATE (MM/DD/YYYY)
1/24/2012

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON REVERSE SIDE OF THIS FORM

AGENCY Austin A McNichols Insurance Agency Five Westbrook Corp. Center Suite #110 Westchester IL 60154		COMPANY Bituminous Casualty Corp		BINDER # B1212400612	
PHONE (A/C, No, Ext): (708) 492-0909 CODE:		FAX (A/C, No): (708) 492-0910 SUB CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: COOK CNTY/MT. PROSPECT	
AGENCY CUSTOMER ID: INSURED County of Cook 69 W. Washington #2200 Chicago IL 60602		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Mt. Prospect Road - Northwest Highway to Busse Ave Cook County, IL SEC 09-W7441-02-RS RTE W74 Arrow Road is contractor Job #47012			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$ 2,000,000 \$ \$ \$ \$ 2,000,000 \$
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ \$ \$ \$ \$ \$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT		\$ \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS		\$ \$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$
SPECIAL CONDITIONS/ OTHER COVERAGES <div style="text-align: center;"><i>OK + 20</i></div>		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

NAME & ADDRESS	<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE James McNichols/MPW <i>James McNichols</i>	