

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



Toni Preckwinkle  
Cook County Board President

John Yonan, P.E.  
Superintendent of Highways

Maria de Lourdes Coss, CPPO  
Chief Procurement Officer

**Letting: April 18, 2012**

**SECTIONS: 11-B4221-03-RS & 11-W3016-03-DR on Route Nos. B42, W30**

**Known as GROUP 4 - 2012**

**87<sup>th</sup> Street – Cliff Street to 96<sup>th</sup> Avenue (LaGrange Road)  
88<sup>th</sup> Avenue at 105<sup>th</sup> Street**

**Cook County Contract No. 12-23-137**

**NOTICE TO PROSPECTIVE BIDDERS: BIDDERS MUST RETURN THE ENTIRE BID**

The Specifications can be downloaded at <http://198.65.148.209/purchasing/public/index.php> (follow online instructions to register, if you have not already). When the plans are not included in the bid document, you must download the Plans (Drawings) at <ftp://130.94.31.166/> (user name: highway; password fpt3st)

**Pre-Bid Meeting: Tuesday, April 3, 2012**  
Cook County Highway Department – 11 a.m.  
69 W. Washington Street, Suite 2260  
Chicago, Illinois 60602

All questions are due on Friday, April 6, 2012, no later than 3:00pm Chicago time

Send all questions via e-mails to: [edmund.rendon@cookcountyil.gov](mailto:edmund.rendon@cookcountyil.gov) – Edmund Rendon, Contract Negotiator

Bid Submitted by:

Bid Bond is included

A Cashier's Check or a Certified Check is Included

Name Central Blacktop Co., Inc. Phone No. 708-482-9660

Address 6160 S. East Ave., P.O. Box 2080

City LaGrange State Illinois Zip Code 60525

THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1 <sup>st</sup> Dist.	Bridget Gainer	10 <sup>th</sup> Dist.
Robert Steele	2 <sup>nd</sup> Dist.	John P. Daley	11 <sup>th</sup> Dist.
Jerry Butler	3 <sup>rd</sup> Dist.	John A. Fritchey	12 <sup>th</sup> Dist.
William M. Beavers	4 <sup>th</sup> Dist.	Lawrence Suffredin	13 <sup>th</sup> Dist.
Deborah Sims	5 <sup>th</sup> Dist.	Gregg Goslin	14 <sup>th</sup> Dist.
Joan P. Murphy	6 <sup>th</sup> Dist.	Timothy O. Schneider	15 <sup>th</sup> Dist.
Jesus G. Garcia	7 <sup>th</sup> Dist.	Jeffrey R. Tobolski	16 <sup>th</sup> Dist.
Edwin Reyes	8 <sup>th</sup> Dist.	Elizabeth Ann Doody Gorman	17 <sup>th</sup> Dist.
Peter N. Silvestri	9 <sup>th</sup> Dist.		



COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF THE CHIEF PROCUREMENT OFFICER

MARIA DE LOURDES COSS  
CHIEF PROCUREMENT OFFICER

County Building  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5370

April 10, 2012

ADDENDUM NO. 1

Contract Document #12-23-137  
Group 4 – 2012

87<sup>th</sup> Street from Cliff Street to 96<sup>th</sup> Avenue (LaGrange Road) and 88<sup>th</sup> Avenue at 105<sup>th</sup> Street  
(Sections 11-B4221-03-RS & 11-W3016-03-DR)

This Addendum No. 1 provides Pre-Bid Sign-In Sheets, Response to Questions, additional contract pages, revised contract pages, a revised contract drawing, and a revised "Schedule of Prices". Please take this information into consideration on your proposal. Please acknowledge this addendum in your proposal.

1. Pre-Bid Sign-In Sheets – April 3, 2012 (2 pages)
2. Response to Questions (1 page)
3. Revised Contract Documents (7 pages)

Contract Pages:

1. Insert Page 91A
  - Provision No. 55 for Crack Routing and Sealing has been added.
2. Remove Page 155 and replace with Page 155R
  - The quantity for Item No. 12 has been revised from 5 units to 50 units.
3. Remove Page 157 and replace with Page 157R
  - Item No. 74 has been added to the Schedule of Prices.
4. Remove Page 112
  - This sheet has been deleted as the provision does not apply.

Drawing:

1. Remove Plan Sheet 2 and replace with Plan Sheet 2R
  - The quantity for Item No. 12 has been revised from 5 units to 50 units.
  - Item No. 74 has been added to the Plan Sheet.

Schedule of Prices:

2. Remove Schedule of Prices and replace with revised Schedule of Prices.
  - The quantity for Item No. 12 has been revised from 5 units to 50 units.
  - Item No. 74 has been added to the Schedule of Prices.



**1. Pre-Bid Sign-In Sheets – April 3, 2012 (2 pages)**

Pre-Bid Sign-In Sheet – April 2, 2012  
 69 West Washington, Room 2260 at 11:00 am  
 Contract #12-23-137 – Group 4 Projects  
 87<sup>th</sup> Street From Cliff Street to 96<sup>th</sup> Ave. (LaGrange Rd.)  
 88<sup>th</sup> Ave. at 105<sup>th</sup> Street

Attendee Name: <u>Nick Elmer</u> Company Name: <u>K-FIVE</u> Company Address: _____ Telephone: <u>630-257-5600</u> Fax: <u>630-257-0798</u> E-Mail: <u>nick@k-five.net</u> Please print clearly	{Business Card}
Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ Fax: _____ E-Mail: _____ Please print clearly	<p style="text-align: center;"><b>JAMES D. FIALA</b>  <b>PAVING COMPANY, INC.</b>          500 EAST FRONTAGE ROAD NORTH          BOLINGBROOK, IL 60440</p> <p>PHONE: (630) 783-8311          FAX: (630) 783-8320          jpelton@fialapaving.com</p> <p style="text-align: right;">JOHN PELTON          CHIEF ESTIMATOR</p>
Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ Fax: _____ E-Mail: _____ Please print clearly	<p>TELEPHONE (708) 499-2900          CHICAGO PHONE (312) 582-7300</p> <p style="text-align: center;"><b>CROWLEY-SHEPPARD ASPHALT CO.</b>  <i>— Paving Contractors —</i>          6525 W. 99TH STREET • P.O. BOX 157          CHICAGO RIDGE, ILLINOIS 60415-0157</p> <p>MIKE VOLTAREL          FAX (708) 499-3106</p>
Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ Fax: _____ E-Mail: _____ Please print clearly	<p style="text-align: center;"></p> <p>6160 S. EAST AVE.          P.O. BOX 2080          LAGRANGE, IL 60525          jgeier@centralblacktop.com</p> <p style="text-align: right;">JON GEIER          ESTIMATOR          PH 708-783-4923          FAX 708-482-9676</p>

**Pre-Bid Sign-In Sheet – April 2, 2012**  
**69 West Washington, Room 2260 at 11:00 am**  
**Contract #12-23-137 – Group 4 Projects**  
**87<sup>th</sup> Street From Cliff Street to 96<sup>th</sup> Ave. (LaGrange Rd.)**  
**88<sup>th</sup> Ave. at 105<sup>th</sup> Street**

Attendee Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

*Please print clearly*

MBE/DBE/SDB/8a

**THOMAS J. MICHALAK, P.L.S.**  
**CHIEF LAND SURVEYOR**

Telephone: (312) 551-9780  
 Fax: (312) 551-9784

Email: [tjm@structuredesignsinc.com](mailto:tjm@structuredesignsinc.com)



**STRUCTURE DESIGNS, INC.**

**Engineers, Architects, Surveyors**

309 West Washington Street, Ste. 325, Chicago, IL 60606

Attendee Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

*Please print clearly*

{Business Card}

Attendee Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

*Please print clearly*

{Business Card}

Attendee Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

*Please print clearly*

{Business Card}

**2. Response to Questions (1 page)**



**3. Revised Contract Documents – (7 pages)**

**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.

Contractor Name: \_\_\_\_\_

GROUP 4-2012

87TH AVE-CLIFF ST TO 96TH AVE, SECTION 11-B4221-03-RS AND 87TH AVE AT 105TH ST  
**SCHEDULE OF PRICES**  
 SECTION 11-W3016-03-DR

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	165	CU.YD.	EARTH EXCAVATION	\$ -	\$ -
2	5	CU.YD.	FURNISHED EXCAVATION		
3	250	FOOT	GRADING AND SHAPING DITCHES		
4	4	CU.YD.	POROUS GRANULAR EMBANKMENT, SUBGRADE		
5	10	POUND	NITROGEN FERTILIZER NUTRIENT		
6	10	POUND	PHOSPHORUS FERTILIZER NUTRIENT		
7	10	POUND	POTASSIUM FERTILIZER NUTRIENT		
8	0.10	ACRE	SEEDING, CLASS 7		
9	200	SQ.YD.	SODDING, SALT TOLERANT		
10	6	UNIT	SUPPLEMENTAL WATERING		
11	485	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN		
12	50	UNIT	TREE REMOVAL (6 TO 15 UNITS DIA)		
13	285	SQ.YD.	EROSION CONTROL BLANKET		
14	145	SQ.YD.	FILTER FABRIC		
15	1	EACH	INLET AND PIPE PROTECTION		
16	300	FOOT	PERIMETER EROSION BARRIER		
17	125	SQ.YD.	STONE RIPRAP, CLASS A4		
18	200	FOOT	TEMPORARY DITCH CHECKS		
19	500	SQ.FT.	TEMPORARY SOIL RETENTION SYSTEM		
20	100	TON	AGGREGATE WEDGE SHOULDER, TYPE B		
21	200	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN		
22	19	TON	AGGREGATE (PRIME COAT)		
23	1,246	GAL.	BITUMINOUS MATERIALS (PRIME COAT)		
24	2	EACH	CONSTRUCTING TEST STRIP		
25	194	FOOT	CUTTING HOT-MIX ASPHALT SURFACE		
26	1,571	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70		
27	427	SQ.YD.	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 6 IN		
28	1,047	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70		
29	12,465	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4 IN		
30	194	FOOT	TEMPORARY BUTT JOINTS		

(CONTINUED ON NEXT PAGE)

Contractor Name: \_\_\_\_\_

GROUP 4-2012

87TH AVE-CLIFF ST TO 96TH AVE, SECTION 11-B4221-03-RS AND 87TH AVE AT 105TH ST

**SCHEDULE OF PRICES**

SECTION 11-W3016-03-DR

ITEM NO.	QUANTITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
61	1	EACH	MANHOLES TO BE RECONSTRUCTED	\$ -	\$ -
62	1	EACH	VALVE VAULTS TO BE RECONSTRUCTED		
63	21	CU.YD.	GABIONS, GALVANIZED STEEL		
64	72	CU.YD.	TRENCH BACKFILL		
65	103	SQ.FT.	GRATING		
66	1	EACH	REINFORCED CONCRETE PIPE TEE, 60 IN X 42 IN		
67	1	L.SUM	TRAFFIC PROTECTION		
68	2,500	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN		
69	125	EACH	RAISED REFLECTIVE PAVEMENT MARKER		
70	90	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL		
71	17,500	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN		
72	425	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 8 IN		
73	6	CAL.MO.	ENGINEERS FIELD OFFICE, TYPE A		
74	3,000	FOOT	CRACK ROUTING AND SEALING		
				<b>TOTAL</b>	\$ -



87TH AVE-CLIFF ST TO 96TH AVE, SECTION 11-B4221-03-RS AND 87TH AVE AT 105TH ST  
**SCHEDULE OF PRICES**  
 SECTION 11-W3016-03-DR

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	165	CU.YD.	EARTH EXCAVATION	\$ -	\$ -
2	5	CU.YD.	FURNISHED EXCAVATION	\$ -	\$ -
3	250	FOOT	GRADING AND SHAPING DITCHES	\$ -	\$ -
4	4	CU.YD.	POROUS GRANULAR EMBANKMENT, SUBGRADE	\$ -	\$ -
5	10	POUND	NITROGEN FERTILIZER NUTRIENT	\$ -	\$ -
6	10	POUND	PHOSPHORUS FERTILIZER NUTRIENT	\$ -	\$ -
7	10	POUND	POTASSIUM FERTILIZER NUTRIENT	\$ -	\$ -
8	0.10	ACRE	SEEDING, CLASS 7	\$ -	\$ -
9	200	SQ.YD.	SODDING, SALT TOLERANT	\$ -	\$ -
10	6	UNIT	SUPPLEMENTAL WATERING	\$ -	\$ -
11	485	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN	\$ -	\$ -
12	50	UNIT	TREE REMOVAL (6 TO 15 UNITS DIA)	\$ -	\$ -
13	285	SQ.YD.	EROSION CONTROL BLANKET	\$ -	\$ -
14	145	SQ.YD.	FILTER FABRIC	\$ -	\$ -
15	1	EACH	INLET AND PIPE PROTECTION	\$ -	\$ -
16	300	FOOT	PERIMETER EROSION BARRIER	\$ -	\$ -
17	125	SQ.YD.	STONE RIPRAP, CLASS A4	\$ -	\$ -
18	200	FOOT	TEMPORARY DITCH CHECKS	\$ -	\$ -
19	500	SQ.FT.	TEMPORARY SOIL RETENTION SYSTEM	\$ -	\$ -
20	100	TON	AGGREGATE WEDGE SHOULDER, TYPE B	\$ -	\$ -
21	200	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6IN	\$ -	\$ -
22	19	TON	AGGREGATE (PRIME COAT)	\$ -	\$ -
23	1,246	GAL.	BITUMINOUS MATERIALS (PRIME COAT)	\$ -	\$ -
24	2	EACH	CONSTRUCTING TEST STRIP	\$ -	\$ -
25	194	FOOT	CUTTING HOT-MIX ASPHALT SURFACE	\$ -	\$ -
26	1,571	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	\$ -	\$ -
27	427	SQ.YD.	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 6 IN	\$ -	\$ -
28	1,047	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70	\$ -	\$ -
29	12,465	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4 IN	\$ -	\$ -
30	194	FOOT	TEMPORARY BUTT JOINTS	\$ -	\$ -

87TH AVE-CLIFF ST TO 96TH AVE, SECTION 11-B4221-03-RS AND 87TH AVE AT 105TH ST  
**SCHEDULE OF PRICES**  
 SECTION 11-W3016-03-DR

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
31	150	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN	\$ -	\$ -
32	15	FOOT	COMBINATION CURB AND GUTTER REMOVAL	\$ -	\$ -
33	150	SQ.FT.	SIDEWALK REMOVAL	\$ -	\$ -
34	200	SQ.YD.	CLASS D PATCHES, TYPE I, 9 IN	\$ -	\$ -
35	800	SQ.YD.	CLASS D PATCHES, TYPE I, 9 IN	\$ -	\$ -
36	800	SQ.YD.	CLASS D PATCHES, TYPE II, 9 IN	\$ -	\$ -
37	200	SQ.YD.	CLASS D PATCHES, TYPE IV, 9 IN	\$ -	\$ -
38	1,314	POUND	CRACK FILLING	\$ -	\$ -
39	7	TON	MIXTURE FOR CRACKS, JOINTS AND FLANGWAYS	\$ -	\$ -
40	15	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	\$ -	\$ -
41	1	L.SUM	CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS	\$ -	\$ -
42	2	EACH	SURVEY MONUMENTS	\$ -	\$ -
43	108	FOOT	GUARDRAIL REMOVAL	\$ -	\$ -
44	230	FOOT	STEEL PLATE BEAM GUARDRAIL, TYPE A	\$ -	\$ -
45	6	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL	\$ -	\$ -
46	10	FOOT	STORM SEWER REMOVAL, 60 IN	\$ -	\$ -
47	6	CU.YD.	CONCRETE COLLAR	\$ -	\$ -
48	2	EACH	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 24 IN	\$ -	\$ -
49	2	EACH	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 18 IN	\$ -	\$ -
50	1	EACH	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 42 IN	\$ -	\$ -
51	24	FOOT	PIPE CULVERTS, TYPE 1 (RCCP CLASS IV) 12 IN	\$ -	\$ -
52	7	FOOT	STORM SEWERS, TYPE 2 (RCCP CLASS III) 42 IN	\$ -	\$ -
53	10	EACH	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	\$ -	\$ -
54	3	EACH	FRAMES AND LIDS, TYPE 1 (CLOSED)	\$ -	\$ -
55	10	EACH	WATERPROOFING SANITARY FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	\$ -	\$ -
56	2	EACH	GRATING FOR CONCRETE FLARED END SECTION, 12 IN	\$ -	\$ -
57	2	EACH	GRATING FOR CONCRETE FLARED END SECTION, 18 IN	\$ -	\$ -
58	2	EACH	GRATING FOR CONCRETE FLARED END SECTION, 24 IN	\$ -	\$ -
59	1	EACH	GRATING FOR CONCRETE FLARED END SECTION, 42 IN	\$ -	\$ -
60	6	EACH	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 12 IN	\$ -	\$ -

87TH AVE-CLIFF ST TO 96TH AVE, SECTION 11-B4221-03-RS AND 87TH AVE AT 105TH ST  
**SCHEDULE OF PRICES**  
 SECTION 11-W3016-03-DR

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
61	1	EACH	MANHOLES TO BE RECONSTRUCTED	\$ -	\$ -
62	1	EACH	VALVE VAULTS TO BE RECONSTRUCTED	\$ -	\$ -
63	21	CU.YD.	GABIONS, GALVANIZED STEEL	\$ -	\$ -
64	72	CU.YD.	TRENCH BACKFILL	\$ -	\$ -
65	103	SQ.FT.	GRATING	\$ -	\$ -
66	1	EACH	REINFORCED CONCRETE PIPE TEE, 60 IN X 42 IN	\$ -	\$ -
67	1	L.SUM	TRAFFIC PROTECTION	\$ -	\$ -
68	2,500	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN	\$ -	\$ -
69	125	EACH	RAISED REFLECTIVE PAVEMENT MARKER	\$ -	\$ -
70	90	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	\$ -	\$ -
71	17,500	FOOT	THERMOPLASTIC PAVEMENT MARKING- LINE 4 IN	\$ -	\$ -
72	425	FOOT	THERMOPLASTIC PAVEMENT MARKING- LINE 8 IN	\$ -	\$ -
73	6	CAL.MO.	ENGINEERS FIELD OFFICE, TYPE A	\$ -	\$ -
74	3,000	FOOT	CRACK ROUTING AND SEALING	\$ -	\$ -
<b>TOTAL</b>				\$	\$ -

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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 Room 1019, County Building, Chicago, Illinois

until Wednesday, April 18, 2012 at 10:00 A.M. (Local Time) and then publicly opened and read aloud

Improvement \_\_\_\_\_ Group 4-2012 Township Lyons, Palos

87 <sup>th</sup> Street	88 <sup>th</sup> Avenue
Cliff Street to 96 <sup>th</sup> Avenue (LaGrange Road)	at 105 <sup>th</sup> Street
Section: 11-B4221-03-RS	Section: 11-W3016-03-DR

Routes B42,W30 Cook County Contract No. 12-23-137

#### 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 87<sup>th</sup> Street begins at Station 10+00, a point on the centerline of Cliff Street approximately 50.0 feet north of the centerline of 87<sup>th</sup> Street and continues along the centerline of 87<sup>th</sup> Street from Cliff Street in an easterly direction to Station 53+34, a point approximately 1031.0 feet west of the centerline of LaGrange Road for a total distance of 4,334 feet of which 4,334 feet (0.821 miles) is to be improved, located in the Village of Willow Springs, and Lyons and Palos Townships, Cook County, Illinois.

The improvement to 88<sup>th</sup> Avenue is at the culverts on the West side of 88<sup>th</sup> Avenue, approximately 100 feet north of 105<sup>th</sup> street

#### DESCRIPTION OF IMPROVEMENT

This is a QC/QA Project utilizing Hot-Mix Asphalt mixtures. It is the intent of the 87<sup>th</sup> Street improvement to remove the existing hot-mix asphalt surface to a depth of 3-3/4 Inches, repair the existing base with Class D Patches (9 In.), Type as required, and overlay with 2-1/4 Inches of Hot-Mix Asphalt Binder Course II-19.0, N70 and 1-1/2 inches of Hot Mix Asphalt Surface Course, Mix "D", IL-12.5 or 9.5, N70. Also included is Traffic Protection, drainage repairs and adjustments, as required, Pavement Marking, aggregate shoulder repairs, Steel Plate Beam Guardrail installation, HMA Shoulder installation at guardrail, and all other work as necessary to complete the improvement.

The improvement to 88<sup>th</sup> Avenue consists of Gabions, Flared End Sections, Ditch Grading and Seeding with Mulch.

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

EFFECTIVE January 1, 2012 v 2012.3

**87<sup>th</sup> Street - Cliff Street to 96<sup>th</sup> Avenue (LaGrange Road)  
88<sup>th</sup> Avenue at 105<sup>th</sup> Street  
Section: 11-B4221-03-RS and Section: 11-W3016-03-DR**

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	1	Definition of Terms, Information for Bidders	(CC) Feb. 3, 2012
X	2	Bidding Requirements and Conditions For Contract Proposals	(IL-CC) Jan. 3, 2012
X	3	* Pre-Bid Meeting	(CC) Dec. 28, 2011
X	4	* Wages of Employees on Public Works	(IL-CC) Dec. 28, 2009
X	5	Alternate Proposal/Ordinance	(CC) Dec. 28, 2011
X	6	Responsible Bidder Requirement (Non-Federal Aid)	(IL-CC) Dec. 28, 2011
	7	Required Contract Provisions (Federal Aid Only)	(IL-CC) Jan. 3, 2012
X	8a	* Required Disadvantaged Business Participation (DBE)	(IL-CC) Jan. 30, 2012
	8b	*MBE/WBE Business Participation	(CC) Jan. 26, 2012
X	9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)	(IL-CC) Jan. 3, 2012
X	10	Insurance Requirements	(CC) Feb. 2, 2012
	11	* Railroad Protective Liability Insurance	(IL-CC) Dec. 28, 2011
X	12a	Indemnification for Cook County	(CC) Dec. 28, 2011
	12b	Indemnification (Locals)	(CC) Jan. 23, 2012
X	13	Joint Venture Forms	(CC) Jan. 3, 2012
X	14	Addendum Receipt	(CC) Dec. 28, 2009
	15	ARRA Provisions	(IL) April 1, 2009
X	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
	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
X	29	Construction Layout Stakes and Survey Control Points	(CC) April 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
X	32	Construction Debris	(CC) July 1, 2006
	33	Clean Construction and Demolition Debris	(CC) Dec. 1, 2010

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
	34-45	Not Used	
X	46	Managing Concrete Waste	(CC) Jan 1, 2009
	47	Class B Patches, Special	(CC) Jan. 1, 2008
	48	Class C Patches, Special	(CC) Jan 1, 2008
	49	Pavement Removal and Replacement (10.0 Inch)	(CC) Jan 1, 2008
	50	Dowel Bars	(CC) Jan 1, 2008
	51	Structural Fiber Reinforced P.C. Concrete Bus Pad (4 Inch)	(CC) Jan 1, 2008
	52	P.C.C. Bonded Overlay (4 Inch)	(CC) Jan. 1, 2007
	53	Diamond Grinding Concrete Pavement	(CC) Jan. 1, 2007
	54	Saw-Cutting Thin Bonded Concrete Overlay	(CC) Jan. 1, 2007
	55	Crack Routing and Sealing	(IL-CC) Jan 1, 2008
	56	Hot-Mix Asphalt Surface Course, Rubber Modified	(CC) Jan 1, 2008
	57	Rubberized Asphalt Material	(CC) Jan 1, 2008
	58	Pavement Thickness Deficiency	(CC) March 1, 2008
X	59	Survey Monuments	(CC) April 1, 2008
X	60	Soils Information	(CC) July 1, 2011
	61	Embankment	(CC) Mar. 6, 2003
	62	Borrow Excavation	(CC) July 1, 2000
	63	Crushed Stone (Temporary Use)	(CC) Jan 1, 2008
	64	Aggregate Subgrade, 12"	(IL) August 1, 2008
	65	Expanded Polystyrene Fill	(CC) May 1, 2003
	66	Cellular Concrete Fill	(CC) July 1, 2006
	67	GEO-GRID Subgrade Reinforcing Mat	(CC) May 1, 2003
	68	Earth Excavation (Special)	(CC) July 1, 2011
	69	P.C.C. Surface Finish	(CC) April 7, 2010
X	70	Traffic Barrier Terminal, Type 1, Special	(IL-CC) Jan. 1, 2008
X	71	*Scheduling and Landscaping	(CC) Jan 1, 2008
X	72	Cutting Hot-Mix Asphalt Surface	(CC) Jan. 1, 2008
	73	Hot Mix Asphalt Driveway Surface Removal	(CC) Jan 1, 2008
X	74	Temporary Butt Joints	(CC) Jan 1., 2008
	75	Hot Mix Asphalt Stabilized Sub base	(CC) Jan 1, 2008
	76	Hot-In-Place Asphalt Recycling	(CC) July 1, 2011
X	77	Treatment of Cracks	(CC) Jan. 1, 2008
	78	Strip Reflective Crack Control Treatment, Special	(CC) May 1, 2003
	79	Cold Recycled Bituminous Base Course	(CC) Oct. 1, 2009
	80	Temporary By-Pass Pavement	(CC) Jan 1, 2008
	81	Temporary By-Pass Pavement (for use in projects utilizing Federal Aid)	(CC) July 1, 2011

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
82	Reflective Crack Control Treatment	(CC) Jan. 1, 2012
83-116	Not used	
117	Approach Slab Repair	(IL-CC) Oct. 4, 2011
118	Asbestos Waterproofing Membrane & Asbestos Hot Mix Asphalt Surface Removal	(IL) Jan 2, 2007
119	Not Used	
120	Segmental Concrete Block Wall	(CC) Oct. 4, 2010
X 121	Temporary Soil Retention System	(IL) May 11, 2009
122	Steel Structures	(CC) Nov. 21, 2007
123	Not used	
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) Oct. 3, 2011
128	Drainage System	(IL) Jan. 1, 2007
X 129	Grating	(CC) Aug. 19, 2011
130	Silicone Bridge Joint Sealer	(IL) Oct. 15, 2011
131	Not used	
132	Deck Slab Repair	(IL) Oct. 15, 2011
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
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) Oct. 16, 2011
146	Polymer Modified Portland Cement Mortar	(IL) Oct. 15, 2011
147	Concrete Wearing Surface	(IL) Oct. 15, 2011
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) Oct. 20, 2009

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
157	Water Main for Installation in the City of Chicago	(CC) Dec. 21, 2009
158	Frames, City Electric in the City of Chicago	(CC) April 14, 2009
159	Lids, City Electric in the City of Chicago	(CC) April 14, 2009
160	Lids and Lids, ADA Compliant in the City of Chicago	(CC) April 14, 2009
161	Various City Drainage and Utility Structure Adjustments in the City of Chicago	(CC) Dec. 21, 2009
162	Storm Sewer (Ductile Iron Pipe and Vitrified Clay Pipe) Installation	(CC) 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 Under drains	(IL-CC) Dec. 30, 2008
X	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	
X	185 * Cooperation With Utilities	(CC) Jan. 1, 2012
	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

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
195	Precast Concrete Handling Holes	(IL-CC) Dec. 30, 2008
196-199	Not used	
200	Cleaning Existing Manholes, Catch Basins or Inlets and Cleaning Existing Storm Sewer and Pipe Culverts	(CC) Dec. 1, 2008
201	Not Used	
202	* National Pollutant Discharge Elimination System	(CC) Dec. 21, 2009
203	Not Used	
X	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	
X	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) Current**
	228 Traffic Control Devices – Detour Routing	(CC) Mar. 6, 2003
229	Not used	
	230 Sign Identification Decal	(CC) Jan. 1, 2012
X	231 Traffic Protection	(CC) Sept. 5, 2007
232-235	Not Used	
X	236 Project Signs Plaque	(CC) Dec. 1, 2009
	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	Not Used	
	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

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
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
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
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
270	Remove Existing Traffic Signal Equipment	(CC) April 1, 2011
271	Temporary Traffic Signal Installation	(CC) April 1, 2011
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

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
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	

\*\* Most current revision date reflected in the Special Provision document.

**Additional Inserted Special Provisions (As Required)**

- 185a Status of Utilities to be Adjusted 87<sup>th</sup> Street
- 185b Status of Utilities to be Adjusted 88<sup>th</sup> Avenue
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**Additional Document Inclusions (Required)**

*0 01	Cover Sheet	(CC) Feb. 14, 2012
*0 02	Notice Sheet	(CC) Nov. 1, 2011
*C	Proposal Sheet	(CC) Jan 1, 2008
E	Economic Disclosure Statement	(CC) Feb. 14, 2012
	Instructions, *DBE Documents, Contractor Certifications, Economic and Other Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's Certificate Concerning Labor Standards, Execution Pages	
E	Economic Disclosure Statement	(CC) Jan. 25, 2012
	Instructions, *MBE/WBE Documents, Contractor Certifications, Economic and Other Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's Certificate Concerning Labor Standards, Execution Pages	
F	Surety's Statement Of Qualification for Bonding	(CC) June 2, 2011
*H	Performance and Payment of Bond Form	(CC) June 9, 2011
*I	Contract	(CC) Dec. 20, 2011
*J	Schedule of Prices Sheets	(CC) Dec. 28, 2011
*K	Proposal Bid Bond	(CC) Jan. 3, 2012
*L	Bid Deposit Form	(CC) Jan. 3, 2012

\* 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

<b><u>Initiating Bureau/Division</u></b>	<b><u>Cook County Highway Department Special Provision Catalog Number</u></b>
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

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

**PLANS.** The plans herein referred to are those prepared by the 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, 2012. 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.

**ABOUT REQUESTS FOR PLANS & PROPOSALS**

The Specification can be downloaded at <http://198.65.148.209/purchasing/bids/listallhighway.php> (follow online instructions to register, if you have not already). When the plans are not included in the bid document on the http site, you must also download the Plans (Drawings) at <ftp://130.94.31.166/> (user name: highway; password ftpt3st).

A compact disk containing the bid documents will be available at the Cook County Building, 118 North Clark Street, Chicago, IL 60602 at Room 1018. One compact disk per company at no charge.

### INFORMATION for BIDDERS

- 1) If the prospective bidder is in doubt as to the meaning of any part of the plans, specifications of other proposed contract documents, they may submit a written clarification to the Chief Procurement Officer (CPO) 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 through the Cook County Purchasing website.
- 2) 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 calculations and is given as a basis for a comparison of bids and award of a contract.
- 3) The bidder should include in the bid price in his bid for 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.
- 4) The Board of County Commissioners for the County of Cook reserves the right to reject any or all bids and to waive technicalities of form. Bids 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 bid, which may, in the judgement of said Board of County Commissioners of Cook County endanger the prompt completion of the proposed improvement.
- 5) The bidder shall include in his bid a Bid Guarantee in accordance with provisions contained in the proposal form. The return of the bid guarantee will be in accordance with provisions contained in the bid form.
- 6) The bidder who submits the bid 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 **fourteen (14) 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 bid 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.
- 7) If bidder is submitting a bid as a Joint Venture, bidder shall complete the County's Joint Venture Forms and shall submit such Joint Venture Forms **when the bid is submitted**. Bidder is reminded that compliance with the Assumed Business Name Act (805 ILCS 405/1 et seq.) is required of all Joint Ventures.

8) The following completed documents are to be submitted with the Bid:

Joint Venture Forms	1 original
Economic Disclosure Statement and Execution Documents:	
IDOT Certificate of Eligibility	1 copy
IDOT Affidavit of Availability	1 copy
DBE Utilization Plan	1 copy
<b>(Note: If original cannot be provided a copy is acceptable. See below)</b>	
DBE Participation Plan	1 copy
<b>(Note: If original cannot be provided a copy is acceptable. See below)</b>	
Letter of Intent from DBE to Perform	
as Subcontractor, Supplier and/or Consultant	1 copy
<b>(Note: If original cannot be provided a copy is acceptable. See below)</b>	
Petition for Reduction/Waiver of DBE Participation Goals	1 original
Contractor Certifications	1 original
Economic and Other Required Disclosures	1 original
Lobby, Local Business Preference,	
Real Estate Ownership	1 original
Affidavit of Child Support Obligations	1 original
Disclosure of Ownership Interest Statement	1 original
Familial Relationship Disclosure Provision	1 original
Certification Concerning Labor Standards	
And Prevailing Wage Requirements	1 original
Subcontractors Certification Concerning Labor Standards	
and Prevailing Wage Requirements	1 original
Execution Pages:	
Sole Proprietor Signature Page	8 originals
Partnership and/or Joint Venture Signature Page	8 originals
Corporation Signature Page	8 originals
Bid Deposit Form	1 original
Proposal Bid Bond	1 original

The following documents are to be submitted subsequent to notice of acceptance within fourteen (14) calendar days:

Surety Statement of Qualifications	1 original
Performance and Payment Bond	1 original
Owners, Contractor's and Protective (OCP) Liability	
Insurance Binder	1 original
Certificates of Insurance evidencing:	
Worker's Compensation and Employer's Liability	1 original
Commercial General Liability	1 original
Commercial Automobile Liability	1 original
Umbrella Liability Insurance	1 original
Railroad Protective Liability (when applicable)	1 original & 1 certified copy
DBE Utilization Plan	1 original
DBE Participation Plan	1 original

Letter of Intent from DBE to Perform  
as Subcontractor, Supplier and/or Consultant

1 original

**Please forward documents due within fourteen (14) days of notice of acceptance to:**

**Cook County Highway Department  
Contract Documents  
69 West Washington Street  
Suite 2200  
Chicago, IL 60602**

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

**Qualification of Bidders.**

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 copy of a "Certificate of Eligibility" issued by the Department of Transportation, and Contractor's Statement of Experience and Financial Condition" with their bid. Each prospective bidder shall furnish a sworn statement as to equipment owned and controlled, previous experience and construction work.

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 bid.

The bidder must provide the Awarding Authority a sworn Affidavit of Availability showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work in the bid. The bidder should file two (2) copies of same with IDOT's District office.

**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 the submitted bid is accepted, the bidder shall be responsible for all errors in the bid resulting from the bidder's 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 bid documents 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.

**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 there from 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.

**Preparation of the Bid.** Bidders shall submit their bids on the form furnished by the Awarding Authority. The bid shall be executed properly, and bids shall be made for all items indicated in the bid 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 bid 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 bid 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 bid, must be properly authenticated by the bidder by initialing in ink such erasures or alterations to avoid cause for rejection of the bid in accordance with Title 44 Illinois Administrative Code Chapter IX Section 660.180.

If the bid 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 bid shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The bid 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.

**Rejection of Bids.** The Awarding Authority reserves the right to reject any bids for any of the conditions listed below:

- a) More than one bid 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 bids 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 bid 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 bid 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 bid 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 bid guaranty.
- i) If the bid is prepared with other than ink or typewriter, or otherwise fails to meet the requirement of the above "Preparation of Proposal" section.
- j) Lack of Competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- k) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- l) False information provided on a bidder's "Affidavit of Availability".
- m) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of bid forms.
- n) Failure to comply with any prequalification regulations of the Department.
- o) Default under previous contracts.
- p) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- q) 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.
- r) 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.
- s) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

**Bid Guaranty.** Each bid shall be accompanied by a bid bond on the Department form contained in the bid document, 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	\$5,000	\$150
\$5,000	\$10,000	\$300
\$10,000	150,000	\$1,000
\$50,000	\$100,00	\$3,000
\$100,000	\$150,000	\$5,000
\$150,000	\$250,000	\$7,500
\$250,000	\$500,000	\$12,500
\$500,000	\$1,000,000	\$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 bids, the amount must equal to the sum of the bid guaranties, which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying bids 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 bid guaranty checks of all except the two (2) lowest responsible bidders will be returned promptly after the bids have been checked, tabulated, and the relation of the bids established. Bid guaranty checks of the two lowest responsible 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 (3) 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 bids as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

**Delivery of Bids.** If a special envelope is supplied by the Awarding Authority, each bid 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 bids shall be filed prior to the time and at the place specified in the Notice to Bidders. Bids received after the time specified will be returned to the bidder unopened.

**Withdrawal of Bids.** Bidder may withdraw their bid prior to bid opening.

**Public Opening of Bids.** Bids 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 Bids.** After the bids 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 bids, take into consideration the responsibility of the various bidders as stated under "Rejection of Bids and documents submitted in the bid and from other investigations which it may elect to make.

The right is reserved to reject any or all bids, to waive technicalities, or to advertise from new bids, if in the judgment 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 90 calendar days after the opening of bids to the lowest responsible and responsive qualified bidder whose bids complies with all the requirements prescribed. The successful bidder will be notified that their bid has been accepted, and subject to the following conditions, the bidder will be the Contractor. In addition, **the contractor shall provide all required insurance and bonding as specified within fourteen (14) calendar days from notice.**

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 the judgment of the Awarding Authority and/or the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 90 days after the bid opening, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, or agree to maintain their bid price.

**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 within **fourteen (14) calendar days** as part of the requirement. 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.

**Failure to Execute Contract.** If the contract is not executed by the Awarding Authority within 90 days from the bid opening, the bidder shall have the right to withdraw their bid without penalty.

Failure of the successful bidder to provide all required insurance and bonding within **fourteen (14) days after the award notification** shall be just cause for the cancellation of the award and the forfeiture of the bid 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 advertised again and constructed under contract, or otherwise, as the Awarding Authority may decide.

**SPECIAL PROVISION  
FOR  
PRE-BID MEETING**

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

Date: Tuesday, April 3, 2012

Time: 11 a.m.

Place: Cook County Highway Department  
69 W. Washington Street  
Suite 2260  
Chicago, IL 60602

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

This contract is subject to "An Act Regulating the 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 (3) 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 March 2012

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		43.450	47.360	2.0	2.0	2.0	6.970	14.66	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	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	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		38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
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		33.920	38.090	1.5	1.5	1.5	2.600	2.710	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		40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	9.750	8.200	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	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	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		39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

## 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 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 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  
ALTERNATE PROPOSAL**

The Bidder certified that this bid and the unit prices shown on the schedule of prices are based on performing the work in accordance with "An Act Regulating the Wages of Laborers, Mechanics and other Workers employed under contracts for Public Works" enacted by the 62<sup>nd</sup> General Assembly and approved June 26, 1941, as amended. Should said "Act" be declared inoperative, void or unconstitutional at any time, either before or after the awarding of the contract for this project, the bidder agrees to perform the work at a reduction of 0 per cent, of the unit prices shown on the schedule of prices, it being expressly understood and agreed that the within bid shall be and remain in full force and effect, regardless of whether the said "Act" is declared to be inoperative, void or unconstitutional. The contract for this project is to be awarded on the bases of the unit prices shown on the schedule of prices, and the percentage reduction, if any, act out in this alternative proposal, is to receive no consideration in the award of this contract.

Should the said "Act" be declared inoperative, void or unconstitutional at any time after the awarding of said contract, whether before, during or after the completion of the work, the said contract shall remain in full force and effect, and shall be subject only to said reduction, if any, in the unit prices shown on the schedule of prices.

NOTE: The Bidder shall insert in the first paragraph the percentage which he will reduce his unit prices, if any, in the event the Act is declared inoperative, void or unconstitutional.

**ORDINANCE**

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BE IT ENACTED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COOK, that the Chief Procurement Officer of Cook County shall specify in the call for bids in any contract for public works that such contractors bidding on public works contracts of the County of Cook shall conform to Illinois Compiled Statutes, Chapter 30, Section 560/1 and following, which Act is entitled "An Act" to give preference in the construction of public works projects and improvements to citizens of the United States who have resided in Illinois for one year". The Chief Procurement Officer of Cook County in awarding the contract shall cause to be inserted in the contract a stipulation to the effect that the contractor shall conform to the above cited Illinois Statute.

**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.

Laborers-Chicagoland Laborers Training&Apprenticeship Program

Operators-Operating Engineers Local #150.

Truck Drivers-International Brotherhood of Teamsters

Concrete work to be Subcontracted

Traffic Control work to be Subcontracted

Pavement Striping work to be Sobcontracted.

Landscaping work to be Subcontracted

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.

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)**

Effective: September 1, 2000

Revised: August 2, 2011

**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.

**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, sub recipient, 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 Cook County Highway Department. The goal has been included because the Highway Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 17% 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 Highway Department will only recommend award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the

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

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

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

**BIDDING PROCEDURES.** Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms with the bid.
- (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, for each DBE proposed for the performance of work to achieve the contract goal. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) DBE Participation Commitment Statements, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
  - (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
  - (6) If the contract goal is not met, evidence of good faith efforts.

**GOOD FAITH EFFORT PROCEDURES.** The contract will not be awarded until the Utilization

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

- (a) The following is a list of types of action that the Highway 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 Highway Department may be relevant in appropriate cases, and will be considered by the Highway 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 Highway Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Highway Department will recommend award the contract provided that it is otherwise eligible for award. If the Highway Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Highway Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the **five (5) working days** after the receipt of the notification date of the determination by delivering the request to the Cook County Highway Department, Contract Documents Administrator. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the

Highway Department. The Highway Department will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Highway Department, the bidder will be sent a written decision within **ten (10) working days** after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Highway Department that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

**CALCULATING DBE PARTICIPATION.** The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Highway 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 Highway Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

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

arrangement.

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

**CONTRACT COMPLIANCE.** Compliance with this Special Provision is an essential part of the contract. The Highway 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 Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Cook County Chief Procurement Officer. All requests for amendment to the Utilization Plan shall be submitted to the Cook County Office of the Chief Procurement Officer with copies to Cook County Highway Department, Construction Bureau.
- (b) **TERMINATION OR REPLACEMENT.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Cook County Chief Procurement Officer as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted to the Highway Department. If the commitment of work is in the form of additional tasks assigned to an existing DBE subcontract, than a revised Request for Approval of Subcontractor shall be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) **ALTERNATIVE WORK METHODS.** In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create under runs in condition of award DBE

work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience under runs and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) **TERMINATION AND REPLACEMENT PROCEDURES.** The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Chief Procurement Officer agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Chief Procurement Officer any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Chief Procurement Officer and Cook County Highway Department - Construction Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE **five (5) days** to respond to the Contractor's notice. The DBE so notified shall advise the Chief Procurement Officer, Highway Department – Construction Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Chief Procurement Officer should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Chief Procurement Officer may provide a response period shorter than **five (5) days**.

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit

unworthiness;

- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

- (f) **PAYMENT RECORDS**. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Highway 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 (30) calendar days after payment has been made by the Highway Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to Cook County Highway Department – Construction Bureau. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Highway Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) **ENFORCEMENT**. The Highway Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special

Provision or after liquidated damages have been determined and collected.

- (h) **RECONSIDERATION.** Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Cook County Chief Procurement Officer with copies to Highway Department – Construction Bureau 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 Cook County Chief Procurement Officer.

### **Assist Agencies**

Ms. Shelia Hill, 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)

Victor Davis, Contractor Development Program  
 Chicago Urban League  
 4510 S. Michigan Avenue  
 Chicago, IL 60653  
 773-451-3559  
 773-285-7772 (FAX)

Carnice Carey, Executive Director  
 Cosmopolitan Chamber of Commerce  
 560 West Lake Street, 5<sup>th</sup> Floor  
 Chicago, IL 60661  
 312-786-0212  
 312-786-9079 (FAX)

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

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)

Ms. Joyce Shanahan, 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

008 (IL-CC)  
 Required Disadvantaged Business Participation

January 30, 2012  
 12 Page(s) Total

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 26<sup>TH</sup> Street Area Chamber of Commerce  
3610 West 26<sup>TH</sup> Street  
Chicago, IL 60623  
773-521-5387  
312-521-5387 (FAX)

Mr. Perry Gunn, Director  
North River Commissioners/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 50<sup>TH</sup> 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  
773-904-7996  
773-583-3118 (FAX)

Target Group, Inc.  
330 South Wells Street, Suite 400  
Chicago, IL 60606  
312-873-0200  
312-873-0299 (FAX)

Ms. Patricia Showers, Executive Director  
Uptown Center Hull House  
4520 North Beacon  
Chicago, IL 60640  
773- 651-3500  
312- 561- 3507 (FAX)

Ms. Hedy Ratner, Executive Director

008 (IL-CC)  
Required Disadvantaged Business Participation

January 30, 2012  
12 Page(s) Total

Women's Business Development Center  
8 South Michigan, Suite 400  
Chicago, IL 60604  
312-853-3477  
312-853-0145 (FAX)

### **Cook County Departments**

Cook County Office of the Chief Procurement Officer  
118 N. Clark Street – Room 1018  
Chicago, Illinois 60602

Cook County Highway Department  
Contract Documents Administrator  
69 W. Washington Street – Suite 2200  
Chicago, Illinois 60602

Cook County Highway Department  
Construction Bureau  
69 W. Washington Street – 23<sup>rd</sup> floor  
Chicago, Illinois 60602

**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 Equal Employment Opportunity 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 Equal Employment Opportunity 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 Equal Employment Opportunity 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: "an 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.

## Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use their 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:

- e) 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.
- f) 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.
- g) 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.
- h) 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.

## 8) 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.

### 9) 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	Goal (Percentage)
Female Utilization	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 of 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**

**Within fourteen (14) calendar days of notification of award, the bidder shall provide the following requirements:**

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

At the time the Proposal is submitted, the Contractor shall furnish the County one (1) original insurance policy binder 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 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 (60) 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"> <li>• <b>Worker's Compensation</b></li> <li>• <b>Employer's Liability</b></li> </ul> | <p><b>Statutory Limits</b></p> <p><b>Not less than</b></p> <p>Bodily Injury by Accident<br/>\$500,000 each accident</p> <p>Bodily Injury by Disease<br/>\$500,000 each employee</p> |
|---|---|

**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

years from the date of final acceptance by the owner; Contractual Liability; XCU Coverage; Personal Injury and Advertising Injury. Limits shall be:

- **Commercial General Liability** **Not less than**  
 Bodily Injury and Property \$1,000,000 each occurrence  
 Damage Combined Single Limit \$1,000,000 annual general Aggregate  
 \$1,000,000 Products Liability/Completed Operations

III. **Commercial Automobile Liability Insurance** Policy must include coverage for all owned, non-owned and hired vehicles. Limits shall be:

- **Automobile Liability** **Not less than**  
 Bodily Injury and Property \$1,000,000 each occurrence  
 Damage Combined Single Limit

IV. **Umbrella Liability Insurance** Limits shall be:

- **Umbrella Liability** **Not less than**  
 Bodily Injury and Property \$2,000,000 each occurrence  
 Damage Combined Single Limit \$2,000,000 annual aggregate

Coverage shall be in companies subject to approval of the County, said companies shall be licensed to do business in Illinois.

This insurance coverage shall be in force continually until all work to be performed under this contract has been accepted in accordance with the requirements of Article 108.11 of the Standard Specifications for Road and Bridge Construction.

The cost to the Contractor for providing this insurance coverage shall be considered as incidental to the contract and no additional charge will be allowed.

**ALL REQUIREMENTS MUST BE MET.** Insurance coverage must be evidenced on Policy, as specified in Section 1, and on Certificates of Insurance, as specified in Section 2 (I through IV), before approval will be given by Cook County Risk Management. If the information requested is not evidenced on a certificate, then a copy of the policy itself must be provided with the certificate. The County is not only concerned with the limits of liability, but also with the terms and coverage provided. Section II lists several specific coverages under Commercial General Liability Insurance. These must **all** be identified on the certificate, in the policy itself or some other form of correspondence on company letterhead and signed by an officer of the company

If the Contractor fails or refuses to deliver insurance as specified in Sections 1 and 2, it will be considered as just cause for cancellation of the award and the deposit accompanying this bid may be forfeited and retained by the County as liquidated damages and not as a penalty.

**SPECIAL PROVISION  
FOR  
INDEMNIFICATION FOR COOK COUNTY**

The Contractor shall indemnify the County of Cook and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns (the "County") pursuant to the language provided under Section 107.26 of the Standard Specifications for Road and Bridge Construction.

**107.26 Indemnification.** To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the activities of the Contractor, subcontractors, licensees, invitees, suppliers, agents, or employees arising out of, incident to, or resulting from performance of the contract, or any activity in connection therewith. The Contractor shall indemnify and hold harmless the County of Cook and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work or on account of or in consequence of using unacceptable materials in constructing the work or because of any act or omission, neglect, or misconduct of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable or because of any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree. This obligation is binding on the Contractor without regard to whether or not such claim, damage, loss, or expense is caused in part by the act, omission, or negligence of the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns.

In claims against the County by an employee of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification herein shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or subcontractor under any employee benefits act including but not limited to the Worker's Compensation Act.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the County for the payment thereof, may be retained by the County for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefore until any such lawsuit, action, or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the County, its employees or agents shall be deemed a waiver by the County of full compliance with the requirements of the contract. This indemnification shall not be limited by any Performance Bond or insurance protection required of the Contractor in the contract.

**SPECIAL PROVISION  
FOR  
JOINT VENTURES**

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

- 1) Contractors may combine their available bidding capacity for a single contract to bid as a joint venture.
- 2) The 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 included in the bid. 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 included in the bid**. 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) qualified 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 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, with the bid, 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** **must be included in the bid**.
- 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 included in the bid.** This includes ***Affidavits of Availability*** for all parties to the joint venture.

### JOINT VENTURE FORMS

Qualified contractors wishing to combine bidding capacity and bid items as joint ventures must submit the appropriate properly completed forms and include them in their bid. 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*.



- 4) Fifty-one percent (51%) common controlling ownership between firms.

Firm #1

Firm #2

Firm #3

has attached statement indicating the relationship of the firms.

- 5) Estimated quantity of asphalt for this item exceeds 10,000 tons.
- 6) Estimated quantity of concrete exceeds 5,000 cubic yards.
- 7) Estimated costs of project are less than \$1,000,000.

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

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 submitted with the bid.



**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.

	<b>Firm #1</b>	<b>Firm #2</b>	<b>Firm #3</b>
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 submitted with the bid.

**SPECIAL PROVISION  
FOR  
PROPOSAL AGREEMENTS  
ADDENDUM RECEIPT**

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

Addendum No. 1  
Dated 4-10-12

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  
COMBINATION BIDDING PROCESS**

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

Combination Bids. The projects listed below with their individual WORKING DAYS and CALENDAR DAYS shall be let in combination:

PROJECT	SECTION	WORKING DAYS	CALENDAR DAYS
---------	---------	--------------	---------------

A Combination Bid is a total bid received on 2 or more proposals. No Combination Bids other than those specifically set up by the Department will be considered. Separate proposal forms will be issued for each project in the combination so bids may be submitted on the combination as well as on separate units of the combination. The department reserves the right to make the awards on combination bids or separate bids to the best advantage of the Department.

If a Combination Bid is submitted on 2 or more proposals, separate proposals on each individual contract shall also be submitted, and unless separate proposals are submitted, the Combination Bid will not be considered. If the bidder desires to submit a Combination bid, the bidder shall state, in the place provided in the proposal form, the amount of the Combination Bid for the entire combination.

If a Combination Bid is submitted on any stipulated combination, and errors are found to exist in computing the gross sum bid on any one or more of the individual proposals, corrections shall be made, by the Department and the amount of the Combination Bid shall be corrected so that it will be in the same proportion to the sum of the corrected gross sum bid as the Combination Bid submitted was to the sum of the gross bid submitted.

The following provisions shall govern combination bidding:

- 1) A Combination Bid which is submitted for 2 or more proposals and awarded on that basis shall have the bid prorated against each proposal in proportion to the bid submitted for each proposal.
- 2) Separate contracts shall be executed for each proposal included in the combination.
- 3) The proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the Combination Bid.
- 4) The completion date for all contracts awarded on a Combination Bid shall be the latest completion date designated for any one or more of the contracts included in the combination, unless otherwise provided in the contract.

- 5) Contracts awarded in combination for the projects above shall have the WORKING DAYS revised to \_\_\_\_\_ WORKING DAYS, and the CALENDAR DAYS revised to \_\_\_\_\_ CALENDAR DAYS. The "Daily deduction" rate in the Traffic Control Deficiency Deduction Special Provision shall be based on the REVISED CALENDAR DAYS stated above.
- 6) The Contractor, at his option, may start one project or all projects. WORKING DAYS then shall start as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction and shall continue from that day forward until all projects are completed.
- 7) An extension of time for any one or more contracts awarded on a Combination Bid shall automatically extend all contracts awarded on the combination.
- 8) In the event the Contractor fails to complete any one or all the contracts on the Combination Bid by the contract completion date plus any authorized extension, or the contract working days plus any authorized extension, the liquidated damages shall be determined from the schedule of deductions for each day of the overrun in the contract time in Article 108.09 in the Standard Specifications for Road and Bridge Construction, based on the Combination Bid total, and shall be computed on the combination and prorated against the 2 or more individual contracts based on the dollar value of each contract.
- 9) The Plans and Special Provisions for each separate contract shall be construed separately for all requirements, except as described in section 1 through 8 listed above.

**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 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  
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  
CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS**

This Special Provision amends the provisions of the Standard Specifications for Road and Bridge Construction and shall amend or supercede the provisions of Article 105.09 Survey Control Points.

105.09 Construction Layout Stakes. The Contractor will be required to furnish and place construction layout stakes for this project and will locate and reference the centerline of survey and all intersecting roads and streets and will establish bench marks along the line of the improvement outside construction limits. One bench mark will be established for use at each structure over twenty-foot span. Locating and referencing the centerline of survey shall consist of locating and referencing control points such as point of curvature, point of tangent, and sufficient points on tangent to provide a line of sight. Control points shall be identified in the field to the Engineer and the field notes shall be kept in the office of the Resident Engineer.

The Contractor shall provide field forces and set all additional stakes for this project, including interchanges, which are needed to establish offset stakes, reference points, slope stakes, pavement and curb line and grade, stakes for bridges, culverts, sewers and drainage structures, paved gutters, walls, monuments, fence, right-of-way lines, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. Grading slope stakes shall be set at sufficient intervals (not to exceed 30 meters (100 feet)) to accurately outline the slopes. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 15 meters (50 feet)) to assure substantial conformance to plan line and grade. Staking of right-of-way lines shall consist of placing tall stakes, properly identified and readily discernible, at points of change in width or direction of the right-of-way and at points along the line so that at least two of the stakes can be seen distinctly from any point of the line. Right-of-way lines shall be staked at locations where construction is to be performed, prior to beginning construction. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract, or to determine the property line between properties.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the County Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks, and shall have them reset at his expense when any are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required. The Contractor shall not engage the services of any person or persons in the employ of the Cook County Highway Department for the performance of any of the work covered by this item.

It is emphasized that the establishment of the centerline of survey and benchmark circuit is critical to start up of construction and must be accomplished at the earliest possible time by the Contractor, properly documented and approved by the Resident Engineer as described below.

RESPONSIBILITY OF THE COUNTY

- a) The County will check both horizontal and vertical clearances at all grade separations.

- b) The County will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into the work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- c) The County will set all stakes for utility adjustments and for building fences along the right-of-way line by parties other than the Contractor.
- d) Immediately after the Contractor has staked the drainage structures, County forces will check the staking, either visually or by instrument, to determine if the structures fit the waterways in horizontal alignment and vertical elevation. If it is necessary to redesign the drainage structure, the County will furnish a revised design and restake the structure.
- e) The County will make all measurements and take all cross-sections from which the various pay items are to be measured, such as, cross-sections for all borrow pits and channel change, additional measurements needed to determine the amount of special excavation and classified excavation and all measurements on which the depth of sub-bases, bases or portland cement concrete pavement are to be verified.
- f) Where the Contractor in setting construction stakes discovers discrepancies, the County will check to determine their nature and make whatever revisions are necessary in the plans, including the recross-sectioning of the area involved, and all additional restaking necessary.
- g) The County will check the Contractor's horizontal layout staking of all structures over 6 meters (20 feet) in span length. The County will accept the responsibility for the accuracy of these stakes, after the County completes their check, provided they are protected by the Contractor to the extent that no displacement occurs. The County will not be responsible for transferring the lines to the work.
- h) The County will accept responsibility for the accuracy of specific stakes that are covered by random instrument checks and recorded, provided no displacement occurs.
- i) It is not the responsibility of the County to check the correctness of the Contractor's stakes except as provided herein; however, any errors that are apparent shall be immediately called to the Contractor's attention and he shall be required to make the necessary correction before the stakes are used for construction purposes.
- j) On the jobs where the plan quantities for excavation are to be used as the final pay quantities, it will be necessary for the County to make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross-sections.
- k) All measurements necessary to determine the final pay item quantities must be made by the County independently of the Contractor's station stakes and any bench marks established by the Contractor.
- l) If requested, the County will furnish a schedule showing the pavement profile grade elevations at intervals of 7.5 meters (25 feet) and/or provide computer services necessary to establish remote control for complex interchanges and/or structures.

### RESPONSIBILITY OF THE CONTRACTOR

- a) The Contractor will locate and reference the centerline of all roads and streets except interchange ramps. The centerline of private entrances and short street intersection returns need not be located or referenced by the Contractor.
- b) Locating and referencing the centerline of survey will consist of locating and referencing the control points of the centerline such as PC's, PT's and as many POT's as are necessary to provide a line of sight.
- c) Bench marks will be established along the project outside of construction lines and at each major structure over 6 meters (20 feet) in span length, and intervals not exceeding 300 meters (1000 feet) horizontally and 6 meters (20 feet) vertically.
- d) Stakes set for A. and B. above shall be identified in the field to the Engineer and the field notes kept in the Resident Engineer's office for reference by him.
- e) The Contractor will set all other stakes necessary to establish limits and elevations of the work and shall define right-of-way for the project.
- f) The right-of-way shall be considered to be defined when stakes readily discernible, have been placed at points of change in width or direction of the right-of-way line and at points along the line so that at least two such right-of-way stakes can be seen from any point on the line. The Contractor should note that utility relocation may be dependent upon the proper delineation of right-of-way. Staking of the right-of-way must be accomplished at the earliest possible time.
- g) The Contractor will not be required to set additional stakes to locate a utility line or to determine the property line between properties.
- h) Field notes shall be kept in standard survey field note books and these books shall become the property of the Cook County Highway Department at the completion of the project.
- i) It is not considered the responsibility of the Contractor to make a detailed check of the accuracy of the plans, however, it is expected that the Contractor will advise the County promptly of known errors in the plans.

This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS, which price shall be payment in full for all services, materials, labor, equipment, tools and incidentals to complete this item.

**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  
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  
SURVEY MONUMENTS**

Description. The Contractor shall cause all work necessary to be performed for the preservation, relocation and erection of Survey Monuments at all points hereinafter described. Installation shall be made in accordance with the details shown on plans.

Survey Monuments. All section, quarter section or other government established corners which are discovered or known to exist within the limits of the proposed improvement are to be re-established (as later specified) in accordance with the details shown on the Standard Design for Cook County Survey Monuments. All section corners located within the project limits or as called out on the plans will be located by a Registered Land Surveyor and a physical monument installed at the located corner in accordance with the details specified below. This will be done even if an existing monument is not found at that corner.

Placing Monuments. When monuments are located within the limits of the proposed improvements, they shall not be disturbed by the Contractor until a Registered Land Surveyor shall have made such reference as may be necessary to preserve their location. After the pavement is laid, the original location of the monuments shall be identified by placing in position, vertically above or below the original location, the new monuments which shall comply with details shown on the Standard Designs. In case monuments do not fall within the limits of the pavement, the monument shall be placed in a 2-1/2 inch wrought iron pipe, 3 feet long, driven flush with the ground surface and grouted as shown on the aforesaid Standard design. The plugs for this purpose shall be furnished by a Registered Land Surveyor and shall be set securely and in a workmanlike manner flush with the surface of the ground or pavement in accordance with the requirements of the law and under the direction of a Registered Land Surveyor. When section corners without existing monumentation are located within the project limits or as specifically directed in the plans, that corner shall be located and monumented as described above.

Plat. The location of all monuments to be preserved, reset or erected within the limits of the improvement shall be shown on a plat or plats which delineates and describes each corner monument. Preparation of the above plat must conform with Illinois Public Act 79-649, entitled "An Act to provide for the perpetuation of land survey Monuments". Each plat shall be recorded by the Surveyor in the office of the County Recorder. Copies of the plat or plats, as recorded and bearing the appropriate document number, shall be furnished to and become the property of the Cook County Highway Department (one copy to the Pavement Geometrics Division - Survey Section and one copy to the Right of Way Bureau).

Basis of Payment. This work will be paid for at the contract unit price each for Survey Monuments, relocated and erected within the limits of the improvement or as specifically directed in the plans, which price shall include the cost of all labor, tools and materials used in the performance of preserving, relocating and identifying the monuments, as well as the salary and expense of the Registered Land Surveyor while engaged in this work.

**SPECIAL PROVISION  
FOR  
SOILS INFORMATION**

All soils information upon which the design was prepared is available for examination by all prospective bidders at the office of the Cook County Highway Department. Information may also be posted on the Highway Department ftp site along with the contract plans. All interested parties are advised to access this site to review any posted information. Instructions for accessing this site are found on page 1 of this document. Information regarding Clean Construction Debris and Demolition (CCDD), if applicable to the project, may be found in the special provision.

Any information shown on the plans, posted online, available in the Highway Department offices or contained in the Special Provisions pertaining to subsurface exploration, borings, test pits, roadway cores and other preliminary investigations represents only the best knowledge of the Department as to the location, character or quantity of the materials encountered and is only included for the convenience of the bidder. The Department assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

The bidder will be permitted to see and examine this information for whatever value he considers it worth. Any additional borings deemed necessary by the bidder shall be made at his own expense. It is expected that each bidder will, prior to submitting his bid, visit the site of the work, examine the local conditions, inform himself as to the accessibility of the work, and ascertain the character of the material to be excavated and obtain such available information as will assist him to make an intelligent bid. Failure of a bidder to make such an examination may be held to be sufficient reason to reject his bid. No allowance will be made for failure of a bidder or contractor to estimate the difficulties attending the execution of the work.

**SPECIAL PROVISION  
FOR  
TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL**

Description. This work shall consist of furnishing and installing a tangent type Traffic Barrier Terminal, Type 1, Special according to Section 631 of the Standard Specifications and the following:

The terminal and required shoulder area shall conform to Sheet No. 1 of I.D.O.T. Standard No. 630301-04. Tapering of the terminal, as shown on the standard, is required in order to offset the extruder head and eliminate encroachment on the highway pavement of curb.

The terminals at a single location within a project shall be of the same manufacture and configuration and shall be identical in design and appearance.

Materials and Construction Requirements for Direct Applied Reflectorized Terminal Marker.

Direct Applied Reflectorized Terminal Markers shall be fabricated using Types AP or ZZ reflectorized sheeting. All materials used shall meet the applicable requirements of Sections 1090 and 1091 of the Standard Specifications.

The sheeting shall be uniform in color throughout and conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration.

Direct Applied Reflectorized Terminal Markers shall be installed directly to the guardrail terminal end. The surface of the guardrail terminal end shall be cleaned of all contaminants prior to the installation of the terminal marker. The surface shall be cleaned using a 5-8 percent phosphoric acid solution and rinsed with clean water or as recommended by the manufacturer of the direct applied terminal marker sheeting and as approved by the Engineer.

Direct Applied Reflectorized Terminal Markers shall conform to the terminal marker details as shown on I.D.O.T. Standard No. 635006-02.

Basis of Payment. This work will be paid for at the contract unit price each for Traffic Barrier Terminal, Type 1, Special which price shall include furnishing and installing all parts and materials, foundations, transitions, tapers, delineations and any excavation or backfilling required. The cost of furnishing and installing Direct Applied Reflectorized Terminal Markers shall be considered as included in the contract unit price for Traffic Barrier Terminal, Type 1, Special. The cost for Hot-Mix-Asphalt shoulders will be paid separately.

**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  
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  
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  
TEMPORARY SOIL RETENTION SYSTEM**

Description. This work shall consist of designing, furnishing, installing, adjusting for stage construction when required and subsequent removal of the temporary soil retention system according to the dimensions and details shown on the plans and in the approved design submittal.

General. The temporary soil retention system shall be designed by the Contractor as a minimum, to retain the exposed surface area specified in the plans or as directed by the Engineer.

The design calculations and details for the temporary soil retention system proposed by the Contractor shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

Construction. The Contractor shall verify locations of all underground utilities before installing any of the soil retention system components or commencing any excavation. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The soil retention system shall be installed according to the Contractor's approved design, or as directed by the Engineer, prior to commencing any related excavation. If unable to install the temporary soil retention system as specified in the approved design, the Contractor shall have the adequacy of the design re-evaluated. Any reevaluation shall be submitted to the Engineer for approval prior to commencing the excavation adjacent to the area in question. The Contractor shall not excavate below the maximum excavation line shown in the approved design without the prior permission of the Engineer. The temporary soil retention system shall remain in place until the Engineer determines it is no longer required.

The temporary soil retention system shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the temporary soil retention system leaving the remainder in place. The remaining temporary soil retention system shall be removed to a depth which will not interfere with the new construction, and as a minimum, to a depth of 12 in. (300 mm) below the finished grade, or as directed by the Engineer. Removed system components shall become the property of the Contractor.

When an obstruction is encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations etc.) where its presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven or installed through or around, with normal driving or installation procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

Method of Measurement. The temporary soil retention system furnished and installed according to the Contractor's approved design or as directed by the Engineer will be measured for payment in place, in square feet (square meters). The area measured shall be the vertical exposed surface area envelope of

the excavation supported by temporary soil retention system. Portions of the temporary soil retention system left in place for reuse in later stages of construction shall only be measured for payment once.

Any temporary soil retention system installed beyond those dimensions shown on the contract plans or the approved contractor's design without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's own expense.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for TEMPORARY SOIL RETENTION SYSTEM.

Payment for any excavation, related solely to the installation and removal of the temporary soil retention system and/or its components, shall not be paid for separately but shall be included in the unit bid price for TEMPORARY SOIL RETENTION SYSTEM. Other excavation, performed in conjunction with this work, will not be included in this item but shall be paid for as specified elsewhere in this contract.

Obstruction mitigation shall be paid for according to Article 109.04 of the Standard Specifications.

**SPECIAL PROVISION  
FOR  
GRATING**

Description. This work shall consist of removing and salvaging the existing steel grate sections, as specified on the plans, and the fabrication, furnishing, and erecting of the proposed steel grate including all the bolts, threaded rods, steel sections. The removed steel grate sections shall not be re-used within the improvement. The removal of the existing steel grate sections shall be removed by the Contractor at his/her expense, and a salvage value of the removed steel grate sections shall be reflected on the contract unit bid price per square foot for **Grating**.

Material. The material for steel grate shall conform to Article 1006.04 of the Standard Specifications and shall be galvanized to meet the requirements of A.A.S.H.T.O. designation M-III.

Fabrication and welding of grate shall be done before galvanizing. The slots in the steel section shall be made before galvanizing.

All welding shall be continuous unless otherwise noted and shall be done in accordance with Art. 505.04 (q) of current Standard Specifications for Road and Bridge Construction, State of Illinois.

Hardware for attaching the grating to the concrete structure shall be zinc coated in accordance with A.A.S.H.T.O. M-232 or A.S.T.M. A-164, Type GS

The Contractor must submit shop drawings and structural calculations to the Cook County Highway Department for approval. The submittals shall be signed and sealed by a licensed Structural Engineer in the State of Illinois.

Method of Measurement. The grating will be measured for payment in place in square meters (square feet). The area measured shall be from the outer face to outer face of the grate.

Basis of Payment. The unit price bid per square meter (square foot) for **Grating** shall include the cost of furnishing and erecting including all labor, material, hardware fabrication, shop drawings and galvanizing of the grate as shown herein. Also included are the bolts, threaded rods, steel sections placed on the concrete structure in order to support the grate, drilling and grouting of threaded rods in accordance to Article 584 of the Standard Specifications for Road and Bridge Construction, State of Illinois.

**SPECIAL PROVISION  
FOR  
LIDS AND FRAMES AND LIDS**

Description. Where the term lids is used in the Summary of Quantities, on County Highway Standards and in the Plans, it shall be considered synonymous with the term grates and be subject to the provisions of Article 604 of the State Standard Specifications for Road and Bridge Construction.

Basis of Payment. This work shall be paid for at the contract unit price each for Lids and for Frames and Lids of the type specified, which price shall include the cost of the mortar bed.

**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. All information and changes made to the contract will be communicated through an addendum. Only changes made through the addendum will be binding to 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.

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**STATUS OF UTILITIES  
TO BE ADJUSTED  
87<sup>TH</sup> STREET  
CLIFF STREET TO LAGRANGE ROAD  
SECTION: 11-B4221-03-RS**

The following agencies have facilities within the project limits:

**Commonwealth Edison Company**

1910 S. Briggs Street  
Joliet, IL 60433  
Attn: Tim Coslet  
(815) 724-5010  
James Torres  
(312) 394-3260  
David Stoppelman  
(630) 576-7092

**Village of Willow Springs**

One Village Circle  
Willow Springs, IL 60480  
Attn: John DeHaan  
Director of Public Works  
(708) 467-3700

**AT&T Illinois**

1000 Commerce Drive, Floor 2  
Oak Brook, IL 60523  
Attn: David Phelps  
(630) 573-6464

**Comcast**

688 Industrial Avenue  
Elmhurst, IL 60126  
Attn: Robert L. Schuller  
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 Burr Ridge**

7600 S. County Line Road  
Burr Ridge, IL 60527  
Attn: Paul May  
Director of Public Works  
(630) 323-4733X60000

**Justice Willow Springs  
Water Commission**

7000 S. Archer Road  
Justice, IL 60458  
Attn: Michael Corcoran  
(708) 458-7010

**B.P. Pipelines (North America), Inc.**

150 W. Warrenville Road  
Building 605, 3<sup>rd</sup> Floor  
Naperville, IL 60563  
Attn: Veronica Mathews  
(630) 536-2618

**87<sup>th</sup> Street Road (Contd.)**

**Buckeye Partners, L.P.**  
3823 Indianapolis Blvd.  
East Chicago, IN 46312  
Attn: Mike Norris  
(219) 397-3656 X2118

**West Shore Pipe Line**  
(Buckeye Partners, L.P.)  
3823 Indianapolis Boulevard  
East Chicago, IN 46312  
Attn: Mike Norris  
(219) 397-3656 X2118

**Metropolitan Water Reclamation  
District of Greater Chicago**  
111 East Erie Street  
Chicago, IL 60611  
Attn: Joseph Schuessler  
(312) 751-3236

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

**STATUS OF UTILITIES  
TO BE ADJUSTED  
88<sup>TH</sup> AVENUE AT 105<sup>TH</sup> STREET  
SECTION: 11-W3016-03-DR**

The following agencies have facilities within the project limits:

**Commonwealth Edison Company**

25000 Governors Highway  
University Park, IL 60466  
Attn: Ilyas Mohiuddin  
(708) 235-2692  
James Torres  
(312) 394-3260  
David Stoppelman  
(630) 576-7092

**City of Palos Hills**

10335 S. Roberts Road  
Palos Hills, IL 60465  
Attn: Dave Weakley  
Commissioner of Public Works  
(708) 598-3400X111

**AT&T Illinois**

1000 Commerce Drive, Floor 2  
Oak Brook, IL 60523  
Attn: David Phelps  
(630) 573-6464

**Comcast**

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

**Nicor Gas Company**

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

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

**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  
CLEANING EXISTING MANHOLES, CATCH BASINS, OR INLETS  
CLEANING EXISTING STORM SEWERS AND PIPE CULVERTS**

Description. Items for Cleaning of Existing Manholes, Catch Basins, Inlets, Storm Sewers, or Pipe Culverts are included in the Summary of Quantities and are to be used at the direction of the Engineer. The Manholes, Catch Basins, Inlets, Storm Sewers or Pipe Culverts shall be cleaned of silt, debris or other foreign matter of any kind and will be free from such accumulation at the time of final inspection. The accumulations shall be removed from the job site and disposed of in a manner meeting appropriate regulations.

Basis of Payment. This work shall be paid for at the contract unit price each for Cleaning Existing Manholes, Cleaning Existing Catch Basins, Cleaning Existing Inlets and/or per foot of Cleaning Existing Storm Sewers Or Cleaning Existing Pipe Culverts of the length and diameter specified. The cost shall include all labor, materials and disposal cost for removal of accumulations from the job site.

**SPECIAL PROVISION  
FOR  
MAINTAINING DRAINAGE AND STREAM PROTECTION**

Description. The Contractor shall be responsible for the diversion of flow and dewatering of the construction area during the construction of all drainage structures, including box culverts, pipe culverts or other drainage structures as indicated in the plans. The Contractor shall be responsible for preventing sediment from leaving the work site due to these operations.

Construction Requirements. The Contractor shall protect the work area as shown in the plans or by other methods meeting the approval of the Engineer and the authorizing Soil and Water Conservation District to isolate the construction area from the stream flow. The method of isolation and maintenance of stream flow proposed by the Contractor shall be submitted to the Engineer for his review and approval prior to commencing work. The submittal shall include the type, size and location of dam used to isolate area, size and location of diversion channel if used, size and material type of any temporary culverts or flumes for diversion channels, pumps along with their capacities, sump pits and other appurtenances or any other methods to be employed by the Contractor in order to comply with the requirements of this special provision. The submittal shall also include details as to the methods and locations of sediment control and erosion prevention measures that will be used and maintained as required by the contract documents and by all regulatory permits under which the project operates. An approval letter from the authorizing Soil and Water Conservation District shall also accompany the submittal if an alternate method is to be employed by the Contractor.

Basis of Payment. The work detailed in this Special Provision including construction and maintenance of the system as designed shall not be measured for payment. It shall be included in the unit bid price for the item of work involved. No additional compensation shall be allowed for stream protection measures that may be required by the authorizing Soil and Water Conservation District.

**SPECIAL PROVISION  
FOR  
SEEDING**

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

250.04 Fertilizer and Agricultural Ground Limestone Application. Revise the third paragraph to read:

When fertilizer is specified, 180 lbs. of fertilizer nutrients per acre shall be applied at a 1:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients	60 lbs./acre
Phosphorus Fertilizer Nutrients	60 lbs./acre
Potassium Fertilizer Nutrients	60 lbs./acre

250.07 Seeding Mixtures. Revise Table I Seeding Mixtures

For Class I as follows: Substitute the Seeding Mixture indicated below for Seeding Class I, regardless of the season;

- 80 lbs./acre Kentucky Bluegrass
- 45 lbs./acre Kentucky 31 or Alta Fescue
- 30 lbs./acre Perennial Ryegrass
- 15 lbs./acre Redtop or Creeping Red Fescue

**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  
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.

# COUNTY OF COOK

## CHICAGO, ILLINOIS

### PROPOSAL

*For a County Highway Improvement in the County of Cook, State of Illinois,*

*known as* Group 4 - 2012

*Routes* B42, W30

87<sup>th</sup> Street  
Cliff Street to 96<sup>th</sup> Avenue (LaGrange Road)  
Section: 11-B4221-03-RS

88<sup>th</sup> Avenue  
at 105<sup>th</sup> Street  
Section: 11-W3016-03-DR

#### 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 87<sup>th</sup> Street begins at Station 10+00, a point on the centerline of Cliff Street approximately 50.0 feet north of the centerline of 87<sup>th</sup> Street and continues along the centerline of 87<sup>th</sup> Street from Cliff Street in an easterly direction to Station 53+34, a point approximately 1031.0 feet west of the centerline of LaGrange Road for a total distance of 4,334 feet of which 4,334 feet (0.821 miles) is to be improved, located in the Village of Willow Springs, and Lyons and Palos Townships, Cook County, Illinois.

The improvement to 88<sup>th</sup> Avenue is at the culverts on the West side of 88<sup>th</sup> Avenue, approximately 100 feet north of 105<sup>th</sup> street

#### DESCRIPTION OF IMPROVEMENT

This is a QC/QA Project utilizing Hot-Mix Asphalt mixtures. It is the intent of the 87<sup>th</sup> Street improvement to remove the existing hot-mix asphalt surface to a depth of 3-3/4 Inches, repair the existing base with Class D Patches (9 In.), Type as required, and overlay with 2-1/4 Inches of Hot-Mix Asphalt Binder Course II-19.0, N70 and 1-1/2 inches of Hot Mix Asphalt Surface Course, Mix "D", IL-12.5 or 9.5, N70. Also included is Traffic Protection, drainage repairs and adjustments, as required, Pavement Marking, aggregate shoulder repairs, Steel Plate Beam Guardrail installation, HMA Shoulder installation at guardrail, and all other work as necessary to complete the improvement.

The improvement to 88<sup>th</sup> Avenue consists of Gabions, Flared End Sections, Ditch Grading and Seeding with Mulch.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENTS  
INDEX**

<u>Section</u>	<u>Description</u>
Instructions	Instructions for Completion of Economic Disclosure Statement  Insert IDOT Certificate of Eligibility  Insert IDOT Affidavit of Availability
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	Required Disclosures (Lobby, Local Business Preference, Real Estate Ownership) Affidavit of Child Support Obligations Disclosure of Ownership Interest Statement Familial Relationship Disclosure Provision
6	Contractor's Certification Concerning Labor Standards & Prevailing Wage Requirements  Subcontractor's Certification Concerning Labor Standards & Prevailing Wage Requirements
7	Execution Pages: Sole Proprietor Signature Page Partnership Signature Page Corporation Signature Page Cook County Signature Page



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 0876

Central Blacktop Co., Inc.  
P.O. Box 2080 LaGrange, IL 60525-8180

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 \$92,219,000.00

001	EARTHWORK	\$5,600,000
003	HMA PLANT MIX	\$42,475,000
012	DRAINAGE	\$2,700,000
017	CONCRETE CONSTRUCTION	\$2,200,000
032	COLD MILL, PLAN. & ROTOMILL	\$5,725,000
042	COLD (IN-PLACE) RECYCLING	\$600,000
08A	AGGREGATE BASES & SURF. (A)	\$4,900,000
09A	HIGHWAY STRUCTURES	\$150,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/27/2011 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 4/27/2011.

*Muel D. Jensen*  
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 3/9/2012  
(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.

	211-024 71st St	211-041 Harlem Ave	211-029 16th St	211-050 75th St	Awards Pending	
Contract Number	63556	60L78	63607	63632		
Contract With	Lorig Const.	IDOT	IDOT	IDOT		
Estimated Completion Date	May 2012	July 2012	May 2012	Oct 2012		
Total Contract Price	351,000.00	1,508,476.00	1,137,209.00	11,168,959.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	351,000.00	1,508,476.00	1,137,209.00	11,168,959.00		14,165,644.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>14,165,644.00</b>

**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		50,000.00	60,000.00	1,292,008.00		1,402,008.00
Portland Cement Concrete Paving				1,194,453.00		1,194,453.00
HMA Plant Mix		100,000.00	80,000.00	883,654.00		1,063,654.00
HMA Paving	339,000.00	1,020,962.00	448,197.00	3,134,800.00		4,942,959.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			10,000.00	487,005.00		497,005.00
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
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)			55,000.00			55,000.00
Grinding	12,000.00	100,000.00		124,178.00		236,178.00
						0.00
<b>Totals</b>	<b>351,000.00</b>	<b>1,270,962.00</b>	<b>653,197.00</b>	<b>7,116,098.00</b>	<b>0.00</b>	<b>9,391,257.00</b>

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

**Part III. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor	No Subs	Lady Lighting	Schrd & Schrd	Hecker & Co.	
Type of Work		Electric	Concrete	Electric	
Subcontract Price		32,792.00	295,900.00	867,617.00	
Amount Uncompleted		32,792.00	295,900.00	867,617.00	
Subcontractor		M4 Conc	Lady Lighting	Montemayor Const.	
Type of Work		Concrete	Detector Loops	Sewer	
Subcontract Price		47,821.00	13,850.00	2,341,000.00	
Amount Uncompleted		47,821.00	13,850.00	2,341,000.00	
Subcontractor		Precision Pvt Mk	SSACC, Inc.	Superior	
Type of Work		Striping	Petromat	Striping	
Subcontract Price		45,753.00	29,260.00	80,745.00	
Amount Uncompleted		45,753.00	29,260.00	80,745.00	
Subcontractor		Sheridan Plumbing	Rula's Ent	Natural Creations	
Type of Work		Structure Clean	Sewer	Landscaping	
Subcontract Price		34,196.00	117,600.00	438,994.00	
Amount Uncompleted		34,196.00	117,600.00	438,994.00	
Subcontractor		United Ent	Mark-It	Traffic Services Inc.	
Type of Work		Sewer	Striping	Traffic Control	
Subcontract Price		57,158.00	9,400.00	311,929.00	
Amount Uncompleted		57,158.00	9,400.00	311,929.00	
Subcontractor		Work Zone Sfty	Hwy Safety Corp	Homer Tree Service	
Type of Work		Traff Cntl	Traffic Control	Tree Removal	
Subcontract Price		19,794.00	18,002.00	12,576.00	
Amount Uncompleted		19,794.00	18,002.00	12,576.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>0.00</b>	<b>237,514.00</b>	<b>484,012.00</b>	<b>4,052,861.00</b>	<b>0.00</b>

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

Subscribed and sworn to before me

\_\_\_\_\_  
 Type or Print Name \_\_\_\_\_  
 \_\_\_\_\_  
 Officer or Director \_\_\_\_\_  
 Title \_\_\_\_\_

\_\_\_\_\_  
 Notary Public  
 My commission expires: \_\_\_\_\_

Signed \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

(Notary Seal)



**Illinois Department  
of Transportation**

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

**Affidavit of Availability**  
For the Letting of 3/9/2012  
(Letting date)

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"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.

	211-051				Awards Pending	
<b>Contract Number</b>	RR-11-5635					
<b>Contract With</b>	ISTHA					
<b>Estimated Completion Date</b>	Dec 2012					
<b>Total Contract Price</b>	26,662,900.00					<b>Accumulated Totals</b>
<b>Uncompleted Dollar Value if Firm is the Prime Contractor</b>	26,662,900.00					<b>40,828,544.00</b>
<b>Uncompleted Dollar Value if Firm is the Subcontractor</b>						<b>0.00</b>
<b>Total Value of All Work</b>						<b>40,828,544.00</b>

**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.

						<b>Accumulated Totals</b>
<b>Earthwork</b>	900,000.00					<b>2,302,008.00</b>
<b>Portland Cement Concrete Paving</b>	500,000.00					<b>1,694,453.00</b>
<b>HMA Plant Mix</b>	500,000.00					<b>1,563,654.00</b>
<b>HMA Paving</b>	9,865,900.00					<b>14,808,859.00</b>
<b>Clean &amp; Seal Cracks/Joints</b>						<b>0.00</b>
<b>Aggregate Bases &amp; Surfaces</b>	350,000.00					<b>847,005.00</b>
<b>Highway,R.R. and Waterway Structures</b>						<b>0.00</b>
<b>Drainage</b>						<b>0.00</b>
<b>Electrical</b>						<b>0.00</b>
<b>Cover and Seal Coats</b>						<b>0.00</b>
<b>Concrete Construction</b>						<b>0.00</b>
<b>Landscaping</b>						<b>0.00</b>
<b>Fencing</b>						<b>0.00</b>
<b>Guardrail</b>						<b>0.00</b>
<b>Painting</b>						<b>0.00</b>
<b>Signing</b>						<b>0.00</b>
<b>Cold Milling, Planning &amp; Rotomilling</b>						<b>0.00</b>
<b>Demolition</b>						<b>0.00</b>
<b>Pavement Markings (Paint)</b>						<b>0.00</b>
<b>Other Construction (List)</b>						<b>55,000.00</b>
<b>Grinding</b>	1,400,000.00					<b>1,636,178.00</b>
						<b>0.00</b>
<b>Totals</b>	<b>13,515,900.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22,907,157.00</b>

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

**Part III. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor	Dunnet Bay Const				
Type of Work	Bridge				
Subcontract Price	8,200,000.00				
Amount Uncompleted	8,200,000.00				
Subcontractor	M4 Concrete				
Type of Work	Curb				
Subcontract Price	265,000.00				
Amount Uncompleted	265,000.00				
Subcontractor	Divane Elec				
Type of Work	Electrical				
Subcontract Price	459,000.00				
Amount Uncompleted	459,000.00				
Subcontractor	GF Structures				
Type of Work	Guardrail				
Subcontract Price	1,100,000.00				
Amount Uncompleted	1,100,000.00				
Subcontractor	Civil Contrs				
Type of Work	Sewer,CIP Liners				
Subcontract Price	975,000.00				
Amount Uncompleted	975,000.00				
Subcontractor	Diaz Group				
Type of Work	Landscape				
Subcontract Price	148,000.00				
Amount Uncompleted	148,000.00				
Subcontractor	Traf Contrl&Prot				
Type of Work	Traffic Control				
Subcontract Price	2,000,000.00				
Amount Uncompleted	2,000,000.00				
<b>Total Uncompleted</b>	<b>13,147,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

Subscribed and sworn to before me

**this 18th day of April, 2012**

*Diane J. Vavrek*  
 \_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_



Type or Print Name **James H. Loukota, President**  
 Officer or Director Title

Signed \_\_\_\_\_

Company **Central Blacktop Co., Inc.**

Address **6160 S. East Ave., P.O. Box 2010**  
**LaGrange, IL 6055**

**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 Cook County Chief Procurement Officer. 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 bid, quote or offer submitted by the Undersigned, and in any event a "Bid" 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](http://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.- (1 original set of documents)** 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.** - (1 original set of documents) 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.** - (1 original set of documents) 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: Execution Forms.** Refer to section "Definition of Terms/Information for Bidders" for instructions of number of originals and number of copies needed when submitting a bid document.

**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](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

# COOK COUNTY HIGHWAY DEPARTMENT

## DBE SUMMARY SHEET

CONTRACTOR: Central Blacktop Co., Inc.

PROJECT: Group 4 - 2012  
(87th Street, 88th Avenue)

LETTING DATE: April 18, 2012

SECTION NO: 11-B4221-03-RS / 11-W3016-03-DR

**CONTRACT VALUE: \$706,868.00**  
**DBE REQUIREMENTS: 17.0%**

<u>DBE CONTRACTOR</u>	<u>CERTIFICATION</u>	<u>AMOUNT</u>	<u>PERCENT OF CONTRACT</u>
Work Zone Safety Inc.	IUCP, Updated 4/19/2012, P. 321 <i>Anniversary: 1/1/2015</i>	\$8,450.00	1.2%
Meranjil Landscaping	IUCP, Updated 4/19/2012, P. 195 <i>Anniversary: 12/1/2014</i>	\$9,192.50	1.3%
Marking Specialist Corp.	IUCP, Updated 4/19/2012, P. 187 <i>Anniversary: 3/1/2014</i>	\$24,350.00	3.4%
Matias Trucking Inc.	IUCP, Updated 4/19/2012, P. 191 <i>Anniversary: 12/1/2015</i>	\$40,000.00	5.7%
Chicagoland Truckin	IUCP, Updated 4/19/2012, P. 63 <i>Anniversary: 1/1/2013</i>	\$40,375.00	5.7%
<hr/>			
<b>TOTAL</b>		<b>\$122,367.50</b>	<b>17.3%</b>

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](http://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](http://www.cityofchicago.org/compliance)



**Chicago Transit Authority (CTA)**

P.O. Box 7562  
Chicago, IL 60680  
(312) 681-2601  
[www.transitchicago.com](http://www.transitchicago.com)



**Metra**

547 W. Jackson Boulevard  
Chicago, IL 60661  
(312) 322-6323  
[www.metrarail.com](http://www.metrarail.com)



**Pace**

550 W. Algonquin Road  
Arlington Heights, IL 60005  
(847) 228-2439  
[www.pacebus.com](http://www.pacebus.com)

# ILLINOIS UNIFIED CERTIFICATION PROGRAM

**Complete Directory Sorted by Firm Showing:**

**Address**

**Email**

**Specialty**

**Generated on: 04/19/2012**

# Illinois Unified Certification DBE Directory

04/19/2012

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**Wolf Electric Supply Company** 1855

Patricia A. Wolf	Phone: (847) 290-1010	Anniversary: 7/1/2014
55 Gordon St.	Fax: (847) 290-1047	
Elk Grove Village, IL 60007	wolfelectric@sbcglobal.net	Category: <b>Professional</b>
	1	
NAICS		Specialty
541710-Research and Development in the Physical, Engineering		541710-RESEARCH

---

**Wolf Electric, Inc.** 1856

Mary Ann Grant	Phone: 708 514-4366	Anniversary: 3/9/2014
5925 W. 115th Street	Fax: 708 385-6341	
Aisip, IL 60803	maryann@wolfelectricinc.com	Category: <b>Miscellaneous</b>
	District 1	
NAICS		Specialty
238210 Electrical Contractors and Other Wiring Installation Contractors		238210 Electrical Contractors and Other Wiring Installation Contractors

---

**Words & Pictures, Inc.** 1857

Maryelen Zagotta	Phone: (708) 798-2056	Anniversary: 9/1/2014
18220 Harwood Ave., Ste. 4	Fax: (708) 957-6089	
Homewood, IL 60430	mz@wpchicago.com	Category: <b>Professional</b>
	1,2,3,4,5,6	
NAICS		Specialty
541430-Graphic Design Services;		541430-MISC: GRAPHIC DESIGN;
541511-Custom Computer Programming Services		541511-MISC: WEB SITE DEVELOPMENT

---

**Work Zone Safety, Inc.** 1858

Pam Ackerman	Phone: (815) 834-0429	Anniversary: 7/1/2015
17051 Gaylord Rd.	Fax: (815) 834-2357	
Crest Hill, IL 60403	pam@workzonesafetyinc.com	Category: <b>Supplier, Construction</b>
	1,2,3	
NAICS		Specialty
237310-Highway, Street, & Bridge Construction;		237310-PAVEMENT MARKING: PAINT;
334290-Other Communications Equipmwnnt Manufacturing		TRAFFIC CONTROL;
		334290-SUPPLIER: MATERIALS: TRAFFIC CONTROL

---

**Workforce Language Service, LLC** 1859

Jill K. Bishop	Phone: 773-292-5500	Anniversary: 2/1/2015
2934 N. Milwaukee Ave. - STE C	Fax: 312-488-4116	
Chicago, IL 60618-7451	jill@workforcelang.com	Category: <b>Professional</b>
	District 1	
NAICS		Specialty
541930 - TRANSLATION AND INTERPRETATION SERVICES;		541930 -MULTILINGUAL TRANSLATION, TRANSCRIPTION AND
611430 - PROFESSIONAL AND MANAGEMENT DEVELOPMENT		INTERPRETATION SERVICES;
TRAINING.		611430 -LANGUAGE AND DIVERSITY TRAINING.

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**World Premier Services, Inc.** 1860

Mike Topps	Phone: 630-466-3935	Anniversary: 4/1/2016
639 Heartland Dr.	Fax: 630-466-3294	
Sugar Grove, IL 60554-9594	District 1	Category: <b>Miscellaneous</b>
NAICS		Specialty
811121 - AUTOMOTIVE BODY, PAINT AND INTERIOR REPAIR AND		811121 -AUTOMOTIVE BODY, PAINT, INTERIOR REPAIR AND
MAINTENANCE.		MAINTENANCE.

# Illinois Unified Certification DBE Directory

04/19/2012

<b>Medusa USA, LLC</b>		1125
Maria Melidis 306 S. Halsted Chicago, IL 60661-4214	Phone: 312-902-9956 Fax: 312-902-9955 maemelidis@aol.com District1	Anniversary: 1/1/2016
NAICS	Specialty	
541618-Management Consulting Services; 722310-Food Service Contractors	Food Service Management Consulting Services	
<b>Mee International, LLC.</b>		1126
Kevin Hernandez 127 E. MAIN STREET, STE 2W BARRINGTON, IL 60010-0000	Phone: 224-805-6021 Fax: 847-304-8149 hernandezkevin@msn.com District 1	Anniversary: 10/1/2015
NAICS	Specialty	
621511-Medical and Diagnostic Laboratories	621511-DOT/FTA URINE DRUG TESTING CONSULTING AND ON-SITE DRUG TESTING COLLECTION SERVICES	
<b>Mega Steel Corporation</b>		1127
ARLENE BARRETT P. O. Box 609 556 County Line Rd., Ste. D Franklin Park, IL 60131	Phone: (630)-860-7230 Fax: (630)-860-7248 megasteel@sbcglobal.net 1	Anniversary: 2/1/2014
NAICS	Specialty	
238120-Structural Steel & Precast Concrete Construction	238120-STEEL, REINFORCING - REBAR PLACEMENT	
<b>Megacorp Business Consultants Co. dba I.T.B.S. Corp</b>		1128
Julieta M. Oliveros 1627 N. Western Ave. Chicago, IL 60647	Phone: (773) 442-8130 Fax: (773) 410-8321 julieta@inttbs.com 1	Anniversary: 7/1/2016
NAICS	Specialty	
541211-Offices of Certified Public Accountants; 541512-Computer Systems Design Services	541211-MISC: AUDITING SERVICES; 541512-MISC: INFORMATION TECHNOLOGY SERVICES	
<b>Mendez Trucking Co.</b>		1129
Maria Mendez 3014 Bright St. Franklin Park, IL 60131	Phone: (815) 509-7028 Fax: (815) 547-9670 mendezm421@yahoo.com 1,2,3,4,5,6,7	Anniversary: 9/1/2014
NAICS	Specialty	
484220-Specialized Freight (except Used Goods) Trucking, Local	484220-TRUCKING	
<b>Menini Cartage, Inc.</b>		1130
Linda Menini 951-b Estes Court Schaumburg, IL 60193-4427	Phone: 847-524-1550 Fax: 847-524-1588 menconc@aol.com District 1, 10, 2, 3, 4, 5, 6, 7, 8, 9	Anniversary: 10/1/2015
NAICS	Specialty	
484110-General Freight Trucking, Local; 484121-General Freight Trucking, Long-Distance	484110,484121-TRUCKING/HAULING OF AGGREGATE MATERIALS	
<b>Meranjil Landscaping Services Inc</b>		1131
Edward J. Lovelace 333 N. Michigan Ave. - STE 401 Chicago, IL 60601-3933	Phone: 312-425-0900 Fax: 312-425-3770 sbolding@meranjil.com District 1	Anniversary: 12/1/2014
NAICS	Specialty	
561730 - LANDSCAPING SERVICES.	561730 -LANDSCAPING AND TREE PLANTING.	

# Illinois Unified Certification DBE Directory

04/19/2012

## Marking Specialists Corporation

1081

ALFREDO ZAVALA  
P. O. Box 745  
555 Sundown Rd.  
Arlington Heights, IL 60006

Phone: (847) 253-7349  
Fax: (847) 253-0096  
bob@markingspecialists.net  
1,2,3

Anniversary: 3/1/2014

Category: **Construction**

### NAICS

237310-Highway, Street, & Bridge Construction

### Specialty

237310-PAVEMENT MARKING: POLYUREA;  
PAVEMENT MARKERS RAISED;  
PAVEMENT MARKING: PAINT;  
PAVEMENT MARKING: THERMOPLASTIC HAND

## Marks Movers & Storage, Inc.

1082

Debara R Marks  
3301 East End Ave.  
Chicago Heights, IL 60411-0000

Phone: 708-756-2000  
Fax: 708-756-2091  
marksmovers@aol.com  
District 1

Anniversary: 6/30/2013

Category: **Miscellaneous**

### NAICS

484110-General Freight Trucking, Local;  
484210-Used Household and Office Goods Moving

### Specialty

Intrastate Trucking;  
Moving and Storage Services

## Mars Solutions Inc.

1083

Smita Gharia  
1735 Chalmette Court  
Naperville, IL 60565-4403

Phone: 630-995-9877  
Fax: 630-995-9877  
agharial@marssolutionsinc.com  
District 1

Anniversary: 6/1/2014

Category: **Professional, Miscellaneous**

### NAICS

541511-Computer Systems Design and Related Services;  
541512-Computer Systems Design and Related Services;  
541519-Computer Systems Design and Related Services

### Specialty

Computer Hardware Consulting;  
Computer Software Consulting;  
Computer Adided Design Software;  
Computer Programming Software Consulting;  
Computer Software Maintenance and Support;  
Web Page Design Services;  
Computer Programming Consulting;  
Software Inst

## Marsha Lega Studio, Inc.

1084

Marsha Lega  
28 W. Crowley Ave.  
Joliet, IL 60432

Phone: (815) 727-5255  
Fax:  
marshalega@cs.com  
1,2,3,4,5,6,7,8,9

Anniversary: 2/1/2012

Category: **Supplier**

### NAICS

332323-Ornamental and Architectural Metal Work Manufacturing;  
541430-Graphic Design Services

### Specialty

332323-FABRIC. & INSTALL. OF ORNAMENTAL METALS;  
541430-GRAPHIC DESIGN & INFORMATION SIGNS

## Marshall Electric Supply, Inc.

1085

Geovanny Alvarado  
7400 North Western Avenue  
Chicago, IL 60645-1707

Phone: 773-764-8330  
Fax: 773-764-0845  
tommurph@live.com  
District 1,2,3,4,5,6,7,8,9

Anniversary: 6/17/2014

Category: **Supplier**

### NAICS

423690-Other Electronic Parts and Equipment Merchant Wholesalers;  
423710-Hardware Merchant Wholesalers

### Specialty

423690-ELECTRICAL WHOLESALE DISTRIBUTOR;  
423710-FIXTURES;  
PARTS;  
& RELATED COMPONENTS

**Material Solutions Laboratory Corporation**

1102

Samir Kukadia Phone: (847) 766-3663  
 2011 E. Devon Ave. Fax: (847) 766-3668  
 Elk Grove Village, IL 60007 sam@msl-corp.com  
 1

Anniversary: 8/1/2015

Category: Professional, Architecture

NAICS

541330-Engineering Services;  
 541380-Testing Laboratories

Specialty

541330-QA AGGREGATE/HMA/PCC;  
 541380-MISC: MATERIAL TESTING;  
 MISC: CONCRETE FIELD TESTING;  
 MISC: CONCRETE LABORATORY TESTING

**Matias Trucking, Inc**

1103

Libardo Lizarazo Phone: 773-447-0564  
 8755 W. 82nd. Place Fax: 708-563-2821  
 Justice, IL 60458 matiastrucking@aol.com  
 District 1

Anniversary: 12/1/2015

Category: Trucking, Miscellaneous

NAICS

NAICS Code 484110 - General Freight Trucking, Local

Specialty

NAICS Code 484110 General Freight Trucking, specifically trucking and hauling of sand, clay, stone, asphalt, topsoil, and snow removal

**Matrix Railway Corp.**

1104

Nelson Rivas Phone: 631-643-1483  
 69 Nancy Street Fax: 631-643-1484  
 W. Babylon, NY 11704-0000 nrivas@matrixrailway.com  
 District 1

Anniversary: 1/28/2015

Category: Manufacturer, Supplier

NAICS

336510-Railroad Rolling Stock Manufacturing;  
 423860-Transportation Equipment and Supplies (except Motor Vehicle)  
 Merchant Wholesalers

Specialty

336510, 423860-MANUFACTURER/SUPPLIER OF RAILROAD ELECTRICAL, MECHANICAL ENCLOSURES, HEATSINKS, HARNESSING AND LED LIGHTING;  
 NON-STOCKING DISTRIBUTOR OF BUS AND RAIL PARTS

**Maura A. Feaheny Associates**

1105

Maura Feaheny Phone: 847-864-9439  
 1136 Asbury Ave. Fax: 773-736-7918  
 Evanston, IL 60202-0000 mmfeahen@earthlink.net  
 District 1

Anniversary: 6/30/2014

Category: Professional, Architecture

NAICS

531390-Other Activities Related to Real Estate;  
 541310-Architectural Services

Specialty

REAL ESTATE/LAND CONSULTING;  
 REAL ESTATE MANAGEMENT SERVICES;  
 Architectural Services

**MAV Masonry, Inc.**

1106

MARK A. VASQUEZ Phone: (618)-768-4519  
 10873 Bee Hollow Rd. Fax: (618)-768-4287  
 Marissa, IL 62257 mav@egyptian.net  
 7,8,9

Anniversary: 6/1/2013

Category: Supplier, Construction

NAICS

237310-Highway, Street, & Bridge Construction;  
 238140-Masonry Contractors;  
 332312-Fabricated Structural Metal Manufacturing

Specialty

237310-MISCELLANEOUS CONCRETE;  
 238140-MISC: MANHOLES & MASONRY CONSTRUCTION;  
 332312-SUPPLIER: METAL CULVERT FABRICATION

**May Wood Industries, Inc.**

1107

Nancy Gee Phone: 708-489-1515  
 12636 S. Springfield Fax: 708-489-1734  
 Alsip, IL 60803-0000 maywoodindustries@sbcglobal.net  
 District 1

Anniversary: 4/12/2014

Category: Supplier

NAICS

321999-All Other Wood Product Manufacturing;  
 423310-Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers;  
 444190-Other Building Material Dealers

Specialty

423310-DISTRIBUTOR: INDUSTRIAL LUMBER;  
 444190-BUILDING MATERIALS;  
 321999- WOOD FABRICATION

# Illinois Unified Certification DBE Directory

04/19/2012

## Chicago Structures LLC

355

Susan Samson  
306 W. Campus Dr., Unit C  
Arlington Heights, IL 60004

Phone: (847) 670-5534  
Fax: (847) 670-5536  
chicagostructures@sbcglobal.net  
1,2,3

Anniversary: 8/1/2015

Category: **Construction**

### NAICS

237310-Highway, Street, & Bridge Construction;  
237990-Other Heavy and Civil Engineering Construction;  
238140-Masonry Contractors;  
238910-Site Preparation Contractors

### Specialty

237310-CURB & GUTTER, SIDEWALKS;  
MISCELLANEOUS CONCRETE;  
BRIDGES;  
237990-DRAINAGE;  
238140-INSTAL.PAV.BRICK&PRECAST RETAINING WALLS;  
238910-DEMOLITION;  
EXCAVATING & GRADING

## Chicagoland Plumbing, Inc.

356

Edwin Flores  
3101 N. Natchez  
Chicago, IL 60634-0000

Phone: 773-699-7473  
Fax: 773-417-3501  
edwinflores@chicagolandplumbing.net  
District1

Anniversary: 7/1/2015

Category: **Miscellaneous**

### NAICS

238220-Plumbing, Heating, and Air-Conditioning Contractors

### Specialty

Plumbers Plumbing contractors

## Chicagoland Truckin Incorporated

357

Alberto Roman  
5494 W. Roosevelt Rd.  
Chicago, IL 60644-1467

Phone: 773-921-9200  
Fax: 773-921-8944  
cti-trucks@ameritech.net  
District 1

Anniversary: 1/1/2013

Category: **Trucking**

### NAICS

484220 - SPECIALIZED FREIGHT (EXCEPT USED GOODS)  
TRUCKING, LOCAL.

### Specialty

484220 -SEMI-DUMP TRUCK CONSTRUCTION HAULING

## Chicago-Mex Concrete and Landscaping, Inc.

358

Beatriz Fregoso  
3119 West 37th Place  
Chicago, IL 60632-0000

Phone: 773-523-5119  
Fax: 773-927-8454  
District1

Anniversary: 3/1/2014

Category: **Construction, Miscellaneous**

### NAICS

238110-Poured Concrete Foundation and Structure Contractors;  
541320-Landscape Architectural Services

### Specialty

Miscellaneous Concrete (Exclusive of Public Walkways);  
Landscaping Contractor

## Christenson Consulting, Inc.

359

Jonee' Christenson  
22836 Harbour Ln.  
Plainfield, IL 60544-0000

Phone: 630-235-6902  
Fax: 815-577-9834  
ccijonee@comcast.net  
District1

Anniversary: 12/1/2012

Category: **Professional, Miscellaneous**

### NAICS

541690-Other Scientific and Technical Consulting Services

### Specialty

Security/Safety Consulting;  
Construction Consulting

## Chuck's Truck'n, Inc.

360

SALLY ANN ROBINSON  
10289 Caton Farm Rd.  
Minooka, IL 60447

Phone: (815)-475-7179  
Fax: (815) 475-7179  
chuckstruckn@hotmail.com  
1,3

Anniversary: 6/1/2015

Category: **Trucking**

### NAICS

484220-Specialized Freight (except Used Goods) Trucking, Local

### Specialty

484220-TRUCKING



# Illinois Department of Transportation

Office of Business & Workforce Diversity  
2300 South Dirksen Parkway / Springfield, Illinois 62764

January 22, 2010

## CERTIFIED-RETURN RECEIPT REQUESTED

Pam Ackerman  
Work Zone Safety, Inc.  
P. O. Box 279  
Lockport, IL 60441

Dear Pam Ackerman:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved for a five (5) year period, commencing on December 22, 2009. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

EQUIPMENT RENTAL  
SUPPLIER; MATERIALS; TRAFFIC CONTROL  
PAVEMENT MARKING; PAINT

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SMALL BUS ENT

PAGE 03

Work Zone Safety, Inc.  
Page 2  
January 22, 2010

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.dot.il.gov/ucp/ucpdirectorybyname.pdf](http://www.dot.il.gov/ucp/ucpdirectorybyname.pdf).

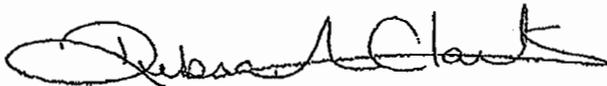
Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities ~~or has~~ violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager  
Certification Section  
Bureau of Small Business Enterprises

Enclosure

# Illinois Unified Certification DBE Directory

04/19/2012

## Wolf Electric Supply Company

1855

Patricia A. Wolf  
55 Gordon St.  
Elk Grove Village, IL 60007

Phone: (847) 290-1010  
Fax: (847) 290-1047  
wolfelectric@sbcglobal.net  
1

Anniversary: 7/1/2014

Category: Professional

NAICS

541710-Research and Development in the Physical, Engineering

Specialty

541710-RESEARCH

## Wolf Electric, Inc.

1856

Mary Ann Grant  
5925 W. 115th Street  
Alsip, IL 60803

Phone: 708 514-4366  
Fax: 708 385-6341  
maryann@wolfelectricinc.com  
District 1

Anniversary: 3/9/2014

Category: Miscellaneous

NAICS

238210 Electrical Contractors and Other Wiring Installation Contractors

Specialty

238210 Electrical Contractors and Other Wiring Installation Contractors

## Words & Pictures, Inc.

1857

Maryelen Zagotta  
18220 Harwood Ave., Ste. 4  
Homewood, IL 60430

Phone: (708) 798-2056  
Fax: (708) 957-6089  
mz@wpchicago.com  
1,2,3,4,5,6

Anniversary: 9/1/2014

Category: Professional

NAICS

541430-Graphic Design Services;  
541511-Custom Computer Programming Services

Specialty

541430-MISC: GRAPHIC DESIGN;  
541511-MISC: WEB SITE DEVELOPMENT

## Work Zone Safety, Inc.

1858

Pam Ackerman  
17051 Gaylord Rd.  
Crest Hill, IL 60403

Phone: (815) 834-0429  
Fax: (815) 834-2357  
pam@workzonesafetyinc.com  
1,2,3

Anniversary: 1/1/2015

Category: Supplier, Construction

NAICS

237310-Highway, Street, & Bridge Construction;  
334290-Other Communications Equipment Manufacturing

Specialty

237310-PAVEMENT MARKING: PAINT;  
TRAFFIC CONTROL;  
334290-SUPPLIER: MATERIALS: TRAFFIC CONTROL

## Workforce Language Service, LLC

1859

Jill K. Bishop  
2934 N. Milwaukee Ave. - STE C  
Chicago, IL 60618-7451

Phone: 773-292-5500  
Fax: 312-488-4116  
jill@workforcelang.com  
District 1

Anniversary: 2/1/2015

Category: Professional

NAICS

541930 - TRANSLATION AND INTERPRETATION SERVICES;  
611430 - PROFESSIONAL AND MANAGEMENT DEVELOPMENT  
TRAINING.

Specialty

541930 -MULTILINGUAL TRANSLATION, TRANSCRIPTION AND  
INTERPRETATION SERVICES;  
611430 -LANGUAGE AND DIVERSITY TRAINING.

## World Premier Services, Inc.

1860

Mike Topps  
639 Heartland Dr.  
Sugar Grove, IL 60554-9594

Phone: 630-466-3935  
Fax: 630-466-3294  
District 1

Anniversary: 4/1/2016

Category: Miscellaneous

NAICS

811121 - AUTOMOTIVE BODY, PAINT AND INTERIOR REPAIR AND  
MAINTENANCE.

Specialty

811121 -AUTOMOTIVE BODY, PAINT, INTERIOR REPAIR AND  
MAINTENANCE.



Thomas J. Ross  
Executive Director

CERTIFIED MAILED - RETURN RECEIPT REQUESTED

February 23, 2012

Mr. Libardo Lizarazo  
Matias Trucking Inc.  
8755 W. 82nd Place  
Justice, IL 60458

Dear Mr. Lizarazo:

Pace has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due December 1, 2012. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

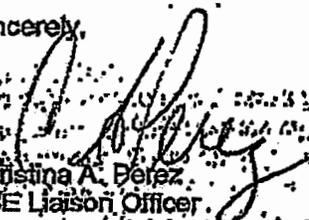
If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.pacebus.com](http://www.pacebus.com). Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

- NAICS Code 484110 General Freight Trucking, specifically trucking and hauling of sand, clay, stone, asphalt, topsoil, and snow removal

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,

  
Christina A. Perez  
DBE Liaison Officer

# Illinois Unified Certification DBE Directory

04/19/2012

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## Material Solutions Laboratory Corporation 1102

Samir Kukadia Phone: (847) 766-3663 Anniversary: 8/1/2015  
 2011 E. Devon Ave. Fax: (847) 766-3668  
 Elk Grove Village, IL 60007 sam@msl-corp.com  
 Category: Professional, Architecture  
 1

NAICS  
 541330-Engineering Services;  
 541380-Testing Laboratories

Specialty  
 541330-QA AGGREGATE/HMA/PCC;  
 541380-MISC: MATERIAL TESTING;  
 MISC: CONCRETE FIELD TESTING;  
 MISC: CONCRETE LABORATORY TESTING

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## Matias Trucking, Inc. 1103

Ljardo Lizarazo Phone: 773-447-0564 Anniversary: 12/1/2015  
 8755 W. 82nd. Place Fax: 708-563-2821  
 Justice, IL 60458 matiastrucking@aol.com  
 Category: Trucking, Miscellaneous  
 District 1

NAICS  
 NAICS Code 484110 - General Freight Trucking, Local

Specialty  
 NAICS Code 484110 General Freight Trucking, specifically trucking and hauling of sand, clay, stone, asphalt, topsoil, and snow removal

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## Matrix Railway Corp. 1104

Nelson Rivas Phone: 631-643-1483 Anniversary: 1/28/2015  
 69 Nancy Street Fax: 631-643-1484  
 W. Babylon, NY 11704-0000 nrivas@matrixrailway.com  
 Category: Manufacturer, Supplier  
 District 1

NAICS  
 336510-Railroad Rolling Stock Manufacturing;  
 423860-Transportation Equipment and Supplies (except Motor Vehicle)  
 Merchant Wholesalers

Specialty  
 336510, 423860-MANUFACTURER/SUPPLIER OF RAILROAD ELECTRICAL, MECHANICAL ENCLOSURES, HEATSINKS, HARNESSING AND LED LIGHTING;  
 NON-STOCKING DISTRIBUTOR OF BUS AND RAIL PARTS

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## Maura A. Feaheny Associates 1105

Maura Feaheny Phone: 847-864-9439 Anniversary: 6/30/2014  
 1136 Asbury Ave. Fax: 773-736-7918  
 Evanston, IL 60202-0000 mmfeahen@earthlink.net  
 Category: Professional, Architecture  
 District 1

NAICS  
 531390-Other Activities Related to Real Estate;  
 541310-Architectural Services

Specialty  
 REAL ESTATE/LAND CONSULTING;  
 REAL ESTATE MANAGEMENT SERVICES;  
 Architectural Services

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## MAV Masonry, Inc. 1106

MARK A. VASQUEZ Phone: (618)-768-4519 Anniversary: 6/1/2013  
 10873 Bee Hollow Rd. Fax: (618)-768-4287  
 Marissa, IL 62257 mav@egyptian.net  
 Category: Supplier, Construction  
 7,8,9

NAICS  
 237310-Highway, Street, & Bridge Construction;  
 238140-Masonry Contractors;  
 332312-Fabricated Structural Metal Manufacturing

Specialty  
 237310-MISCELLANEOUS CONCRETE;  
 238140-MISC: MANHOLES & MASONRY CONSTRUCTION;  
 332312-SUPPLIER: METAL CULVERT FABRICATION

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## May Wood Industries, Inc. 1107

Nancy Gee Phone: 708-489-1515 Anniversary: 4/12/2014  
 12636 S. Springfield Fax: 708-489-1734  
 Alsip, IL 60803-0000 maywoodindustries@sbcglobal.net  
 Category: Supplier  
 District 1

NAICS  
 321999-All Other Wood Product Manufacturing;  
 423310-Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers;  
 444190-Other Building Material Dealers

Specialty  
 423310-DISTRIBUTOR: INDUSTRIAL LUMBER;  
 444190-BUILDING MATERIALS;  
 321999- WOOD FABRICATION

February 15, 2012

Alberto Roman  
Chicagoland Truckin Incorporated  
5494 W. Roosevelt Rd.  
Chicago, IL 60644-1467

Dear Mr. Roman:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due January 1, 2013. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

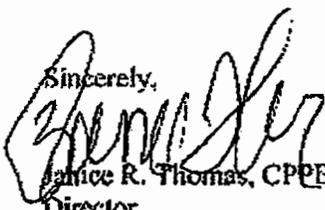
The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.metrarail.com](http://www.metrarail.com). Under the Business Diversity (DBE) link. Your firm's name will appear in the IL UCP DBE Directory under the following:

**NAICS Code(s): 484220**

**Specialty: Semi-Dump Truck Construction Hauling**

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,



Janice R. Thomas, CPPB

Director

Office of DBE Administration

JRT:ms/bg

*Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.*

# Illinois Unified Certification DBE Directory

04/19/2012

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## Chicago Structures LLC 355

Susan Samson  
306 W. Campus Dr., Unit C  
Arlington Heights, IL 60004

Phone: (847) 670-5534  
Fax: (847) 670-5536  
chicagostructures@sbcglobal.net  
1,2,3

Anniversary: 8/1/2015

Category: **Construction**

**NAICS**

237310-Highway, Street, & Bridge Construction;  
237990-Other Heavy and Civil Engineering Construction;  
238140-Masonry Contractors;  
238910-Site Preparation Contractors

**Specialty**

237310-CURB & GUTTER, SIDEWALKS;  
MISCELLANEOUS CONCRETE;  
BRIDGES;  
237990-DRAINAGE;  
238140-INSTAL.PAV.BRICK&PRECAST RETAINING WALLS;  
238910-DEMOLITION;  
EXCAVATING & GRADING

---

## Chicagoland Plumbing, Inc. 356

Edwin Flores  
3101 N. Natchez  
Chicago, IL 60634-0000

Phone: 773-699-7473  
Fax: 773-417-3501  
edwinflores@chicagolandplumbing.net  
District1

Anniversary: 7/1/2015

Category: **Miscellaneous**

**NAICS**

238220-Plumbing, Heating, and Air-Conditioning Contractors

**Specialty**

Plumbers Plumbing contractors

---

## Chicagoland Truckin Incorporated 357

Alberto Roman  
5494 W. Roosevelt Rd.  
Chicago, IL 60644-1467

Phone: 773-921-9200  
Fax: 773-921-8944  
cti-trucks@ameritech.net  
District 1

Anniversary: 1/1/2013

Category: **Trucking**

**NAICS**

484220 - SPECIALIZED FREIGHT (EXCEPT USED GOODS) TRUCKING, LOCAL.

**Specialty**

484220 -SEMI-DUMP TRUCK CONSTRUCTION HAULING

---

## Chicago Max Concrete and Landscaping, Inc. 358

Beatriz Fregoso  
3119 West 37th Place  
Chicago, IL 60632-0000

Phone: 773-523-5119  
Fax: 773-927-8454  
District1

Anniversary: 3/1/2014

Category: **Construction, Miscellaneous**

**NAICS**

238110-Poured Concrete Foundation and Structure Contractors;  
541320-Landscape Architectural Services

**Specialty**

Miscellaneous Concrete (Exclusive of Public Walkways);  
Landscaping Contractor

---

## Christenson Consulting, Inc. 359

Jonee' Christenson  
22836 Harbour Ln.  
Plainfield, IL 60544-0000

Phone: 630-235-6902  
Fax: 815-577-9834  
ccijonee@comcast.net  
District1

Anniversary: 12/1/2012

Category: **Professional, Miscellaneous**

**NAICS**

541690-Other Scientific and Technical Consulting Services

**Specialty**

Security/Safety Consulting;  
Construction Consulting

---

## Chuck's Truck'n, Inc. 360

SALLY ANN ROBINSON  
10289 Caton Farm Rd.  
Minooka, IL 60447

Phone: (815)-475-7179  
Fax: (815) 475-7179  
chuckstruckn@hotmail.com  
1,3

Anniversary: 6/1/2015

Category: **Trucking**

**NAICS**

484220-Specialized Freight (except Used Goods) Trucking, Local

**Specialty**

484220-TRUCKING



547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: (312) 322-6900 TTY# 1-312-322-6774

February 15, 2012

Edward J. Lovelace  
Meranjil Landscaping Services, Inc.  
333 N. Michigan Ave.  
Suite 401  
Chicago, IL 60601-3933

Dear Mr. Lovelace:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due December 1, 2012. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

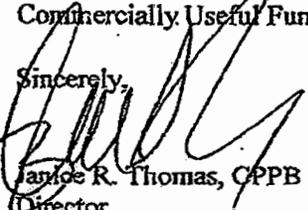
The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.metrarail.com](http://www.metrarail.com). Under the Business Diversity (DBE) link. Your firm's name will appear in the IL UCP DBE Directory under the following:

**NAICS Code(s): 561730**

**Specialty: Landscaping And Tree Planting**

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,

  
Janice R. Thomas, CPPB  
Director  
Office of DBE Administration

JRT:ms/bg

# Illinois Unified Certification DBE Directory

04/19/2012

<b>Medusa USA, LLC</b>		1125
Maria Melidis 306 S. Halsted Chicago, IL 60661-4214	Phone: 312-902-9956 Fax: 312-902-9955 maemelidis@aol.com District1	Anniversary: 1/1/2016  Category: <b>Miscellaneous</b>
NAICS		Specialty
541618-Management Consulting Services; 722310-Food Service Contractors		Food Service Management Consulting Services

<b>Mee International, LLC.</b>		1126
Kevin Hernandez 127 E. MAIN STREET, STE 2W BARRINGTON, IL 60010-0000	Phone: 224-805-6021 Fax: 847-304-8149 hernandezkevin@msn.com District 1	Anniversary: 10/1/2015  Category: <b>Professional</b>
NAICS		Specialty
621511-Medical and Diagnostic Laboratories		621511-DOT/FTA URINE DRUG TESTING CONSULTING AND ON-SITE DRUG TESTING COLLECTION SERVICES

<b>Mega Steel Corporation</b>		1127
ARLENE BARRETT P. O. Box 609 556 County Line Rd., Ste. D Franklin Park, IL 60131	Phone: (630)-860-7230 Fax: (630)-860-7248 megasteel@sbcglobal.net 1	Anniversary: 2/1/2014  Category: <b>Construction</b>
NAICS		Specialty
238120-Structural Steel & Precast Concrete Construction		238120-STEEL, REINFORCING - REBAR PLACEMENT

<b>Megacorp Business Consultants Co. dba I.T.B.S. Corp</b>		1128
Julieta M. Olveros 1627 N. Western Ave. Chicago, IL 60647	Phone: (773) 442-8130 Fax: (773) 410-8321 julieta@intfbs.com 1	Anniversary: 7/1/2016  Category: <b>Professional</b>
NAICS		Specialty
541211-Offices of Certified Public Accountants; 541512-Computer Systems Design Services		541211-MISC: AUDITING SERVICES; 541512-MISC: INFORMATION TECHNOLOGY SERVICES

<b>Mendez Trucking Co.</b>		1129
Maria Mendez 3014 Bright St. Franklin Park, IL 60131	Phone: (815) 509-7028 Fax: (815) 547-9670 mendezm421@yahoo.com 1,2,3,4,5,6,7	Anniversary: 9/1/2014  Category: <b>Trucking</b>
NAICS		Specialty
484220-Specialized Freight (except Used Goods) Trucking, Local		484220-TRUCKING

<b>Menini Cartage, Inc.</b>		1130
Linda Menini 951-b Estes Court Schaumburg, IL 60193-4427	Phone: 847-524-1550 Fax: 847-524-1588 menconc@aol.com District 1, 10, 2, 3, 4, 5, 6, 7, 8, 9	Anniversary: 10/1/2015  Category: <b>Trucking</b>
NAICS		Specialty
484110-General Freight Trucking, Local; 484121-General Freight Trucking, Long-Distance		484110,484121-TRUCKING/HAULING OF AGGREGATE MATERIALS

<b>Meranjil Landscaping Services, Inc.</b>		1131
 Edward J. Lovelace 333 N. Michigan Ave. - STE 401 Chicago, IL 60601-3933	Phone: 312-425-0900 Fax: 312-425-3770 sbolding@meranjil.com District 1	Anniversary: 12/1/2014  Category: <b>Miscellaneous</b>
NAICS		Specialty
561730 - LANDSCAPING SERVICES.		561730 -LANDSCAPING AND TREE PLANTING.



# Illinois Department of Transportation

Office of Business & Workforce Diversity  
2300 South Dirksen Parkway / Springfield, Illinois 62764

April 6, 2012

## CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Alfredo Zavala  
Marking Specialists Corporation  
P. O. Box 745  
Arlington Heights, IL 60006

Dear Mr. Zavala:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Marking Specialists Corporation and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

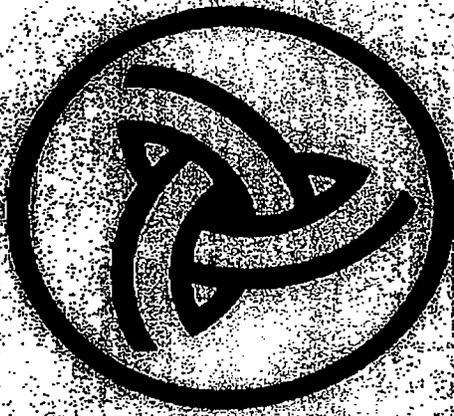
**Note:** Pursuant to 49 CFR Part 26.83(i), whenever there are any changes in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at 217/782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra A. Clark".

Debra A. Clark, Acting Bureau Chief  
Bureau of Small Business Enterprises



# Illinois Department of Transportation

## MARKING SPECIALISTS CORPORATION

is hereby certified as a

### Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Milton R. Sees  
Secretary

Illinois Department of Transportation

Carol Lyle  
Bureau Chief  
Small Business Enterprises

Effective the 24th day of FEBRUARY, 2009

**Illinois Unified Certification DBE Directory**

**04/19/2012**

**Marking Specialists Corporation**

1081

ALFREDO ZAVALA  
P. O. Box 745  
555 Sundown Rd.  
Arlington Heights, IL 60006

Phone: (847) 253-7349  
Fax: (847) 253-0096  
bob@markingspecialists.net

Anniversary: 3/1/2014

Category: **Construction**

NAICS

237310-Highway, Street, & Bridge Construction

Specialty

237310-PAVEMENT MARKING: POLYUREA;  
PAVEMENT MARKERS RAISED;  
PAVEMENT MARKING: PAINT;  
PAVEMENT MARKING: THERMOPLASTIC HAND

**Marks Movers & Storage, Inc.**

1082

Debara R Marks  
3301 East End Ave.  
Chicago Heights, IL 60411-0000

Phone: 708-756-2000  
Fax: 708-756-2091  
marksmovers@aol.com

Anniversary: 6/30/2013

Category: **Miscellaneous**

NAICS

484110-General Freight Trucking, Local;  
484210-Used Household and Office Goods Moving

Specialty

Intrastate Trucking;  
Moving and Storage Services

**Mars Solutions Inc.**

1083

Smita Gharia  
1735 Chalmette Court  
Naperville, IL 60565-4403

Phone: 630-995-9877  
Fax: 630-995-9877  
agharial@marssolutionsinc.com

Anniversary: 6/1/2014

Category: **Professional, Miscellaneous**

NAICS

541511-Computer Systems Design and Related Services;  
541512-Computer Systems Design and Related Services;  
541519-Computer Systems Design and Related Services

Specialty

Computer Hardware Consulting;  
Computer Software Consulting;  
Computer Aided Design Software;  
Computer Programming Software Consulting;  
Computer Software Maintenance and Support;  
Web Page Design Services;  
Computer Programming Consulting;  
Software Inst

**Marsha Lega Studio, Inc.**

1084

Marsha Lega  
28 W. Crowley Ave.  
Joliet, IL 60432

Phone: (815) 727-5255  
Fax:  
marshalega@cs.com

Anniversary: 2/1/2012

Category: **Supplier**

NAICS

332323-Ornamental and Architectural Metal Work Manufacturing;  
541430-Graphic Design Services

Specialty

332323-FABRIC. & INSTALL. OF ORNAMENTAL METALS;  
541430-GRAPHIC DESIGN & INFORMATION SIGNS

**Marshall Electric Supply, Inc.**

1085

Geovanny Alvarado  
7400 North Western Avenue  
Chicago, IL 60645-1707

Phone: 773-764-8330  
Fax: 773-764-0845  
tommurph@live.com

Anniversary: 6/17/2014

Category: **Supplier**

NAICS

423690-Other Electronic Parts and Equipment Merchant Wholesalers;  
423710-Hardware Merchant Wholesalers

Specialty

423690-ELECTRICAL WHOLESALE DISTRIBUTOR;  
423710-FIXTURES;  
PARTS;  
& RELATED COMPONENTS



# COOK COUNTY DEPARTMENT OF HIGHWAYS

## DBE Participation Statement

### (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 B42, W30

Total Bid \$706,868.00

Section 11-B4221-03-RS & 11-W3016-03-DA

Contract DBE Goal 17 \$120,167.56  
(Percent) (Dollar Amount)

Project Group 4-2012

County Cook

Letting Date 4-18-12

Contract No. 12-23-137

Letting Item No. -

### (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 17 percent

Attached are the signed participation statements 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 the signed participation statements, 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.

Central Blacktop Co., Inc  
Company

By \_\_\_\_\_

Title President

Date 4/18/12

The "as read" 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. Please include this Special Provision in the bid.

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under 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 derives from IDOT SBE 2026 form.



**COOK COUNTY LETTER OF INTENT**  
(Section 2)

FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT.

Contract Title & Number: Group 4-2012 11-04221-03-RS+11-W3016-03-DR  
 From: Work Zone Safety, Inc. (DBE Firm)  
 To: Central Blacktop Co., Inc. (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
607	TCP	1	\$ 5700.00 0.8 %
608	RMK Tape 4"	2500	\$ 2750.00 0.4 %
			\$ %
			\$ %
			\$ %
			\$ %
Total: \$			8450.00 1.2 %

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 Pam Ackerman (print name) the President (title) and duly authorized representative of the Work Zone Safety, 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 for the above indicated total dollar amount \$ 8450.00 which represents the above indicated total percentage 1.2 % for the contract amount \$ 706,868.00

Pam Ackerman Pres. (Signature of affiant) 4/16/12 (Date)

Subscribed and sworn to before me this 16 day of APRIL  
[Signature] (Notary's Signature) (Notary Seal)



Upon penalty of perjury, James H. Loukota (print name), the President (title) and duly authorized representative of Central Blacktop Co., Inc. (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 \$ 8450.00, which represents the above indicated total percentage 1.2 % for the contract amount \$ 706,868.00

[Signature] (Signature of affiant) 4/18/12 (Date)

Subscribed and sworn to before me this 18th day of APRIL, 2012.  
[Signature] (Notary's Signature) (Notary Seal)







**COOK COUNTY LETTER OF INTENT**  
(Section 2)

FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

11-B4221-03-RS+

Contract Title & Number:

C.C.H.D. 87th St. Cliff St. 96th Ave

11-W3016-03-DR

From:

Meranjil Landscaping Services, Inc.

(DBE Firm)

To:

Central Blacktop Co., Inc.

(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 for 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
	<u>Landscaping</u>		\$ <u>          </u> %
	<u>★ See Attached</u>		\$ <u>          </u> %
			\$ <u>          </u> %
<b>Total:</b>			<b>\$ <u>9,192.50</u> 1.3 %</b>

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

Edward J. Love Ace

(print name)

name) the

President

(title) and duly authorized

representative of the

MERANJIL LANDSCAPING SERVICES, 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 \$ 9,192.50 which represents the above indicated total percentage 1.3 % for the contract amount \$ 706,868.00

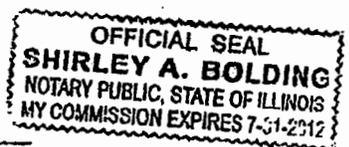
[Signature]  
(Signature of affiant)

4,117,112  
(Date)

Subscribed and sworn to before me this 17th day of APRIL, 2012

[Signature]  
(Notary's Signature)

(Notary Seal)



Upon penalty of perjury,

James H. Loukota

(print name).

the

President

(title) and duly authorized

representative of

Central Blacktop Co., Inc. (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 \$ 9,192.50 which represents the above indicated total percentage 1.3 % for the contract amount \$ 706,868.00

(Signature of affiant)

4,118,112  
(Date)

Subscribed and sworn to before me this 18th day of APRIL, 2012

[Signature]  
(Notary's Signature)

(Notary Seal)



Selected Vendors

4MERANJIL Meranjil Landscaping  
Contact: Ed Lovelace

Phone:

Fax:

Address:

Notes: \*NOTE: Refer to the quote sheet for specifications and exclusions.

1. IN REFERENCE TO ARTICLE 3, PARAGRAPH B, CENTRAL BLACKTOP CO., INC. WILL PROVIDE TRAFFIC CONTROL DEVICES, HOWEVER, SUBCONTRACTOR WILL BE RESPONSIBLE FOR THEIR PLACEMENT SO AS TO PROVIDE FOR THE PROTECTION OF THEIR WORK AS DESCRIBED IN THE PARAGRAPH.

Quote Folder:	4LAND Landscape Sub			
Client #	Description	Quantity Unit	Price	Extension
5	NITROGEN FERT NUTRIENT	10.00 LB	5.0000	50.00
6	PHOSPHORUS FERT NUTRIENT	10.00 LB	5.0000	50.00
7	POTASS FERT NUTRIENT	10.00 LB	5.0000	50.00
8	SEEDING, CLASS 7	0.10 ACRE	7,000.0000	700.00
9	SODDING, SALT TOLERANT	200.00 SQYD	6.0000	1,200.00
10	SUPPLE WATERING	6.00 UNIT	150.0000	900.00
11	TOPSOIL F&P, 4"	485.00 SQYD	5.0000	2,425.00
13	EROSION CNTRL BLANKET	285.00 SQYD	3.5000	997.50
15	INLET&PIPE PROTECTION	1.00 EACH	120.0000	120.00
16	PERI EROSION BARRIER	300.00 FOOT	5.0000	1,500.00
18	TEMP DITCH CHECKS	200.00 FOOT	6.0000	1,200.00
<b>Vendor Total:</b>				<b>9,192.50</b>





COOK COUNTY LETTER OF INTENT (Section 2)

Contract No.: 12-23-137

FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: 87th ST & 88th ST, 11-B4221-03-RS & 11-W3016-03-DR

From: Marking Specialists Corporation (DBE Firm)

To: Central Blacktop Co, Inc (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 for 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 a total row showing \$24,350.00 and 3.4%.

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 Robert W. Buerer (print name) the Executive Vice-President (title) and duly authorized representative of the Marking Specialists Corporation (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 \$ 24,350.00 which represents the above indicated total percentage 3.4 % for the contract amount \$ 706,868.00

Signature of affiant: Robert W. Buerer, Date: 4/16/2012

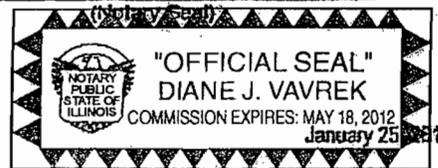


Subscribed and sworn to before me this 16th day of April, 2012. Notary Signature: Judith M. Peszek, (Notary Seal)

Upon penalty of perjury, James H. Loukota (print name), the President (title) and duly authorized representative of Central Blacktop Co, Inc (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 \$ 24,350.00 which represents the above indicated total percentage 3.4 % for the contract amount \$ 706,868.00

Signature of affiant: James H. Loukota, Date: 4/18/12

Subscribed and sworn to before me this 18th day of APRIL, 2012. Notary Signature: Diane J. Vavrek, (Notary Seal)



Selected Vendors

#17115

4MARKING  
Contact:

Marking Specialists  
Tom Kaider

Scheduling

Phone:

(847) -60-8-6614

Fax:

(847) -60-8-6615

e-mail:

Fax: 847-608-6615

Address:

214 Crystal Street Suite C

Cary, IL 60013

Notes:

\*NOTE: Refer to the quote sheet for specifications and exclusions.

1. IN REFERENCE TO ARTICLE 3, PARAGRAPH B, CENTRAL BLACKTOP CO., INC. WILL PROVIDE TRAFFIC CONTROL DEVICES, HOWEVER, SUBCONTRACTOR WILL BE RESPONSIBLE FOR THEIR PLACEMENT SO AS TO PROVIDE FOR THE PROTECTION OF THEIR WORK AS DESCRIBED IN THE PARAGRAPH.

Quote Folder:

4STRIPE Striping Sub

Client #

Description

Quantity Unit

Price

Extension

69

RAISED REFLECT PVT MARKER

125.00 EACH

48.0000

6,000.00

71

THERMO PVT MARK-LINE 4"

17,500.00 FOOT

1.0000

17,500.00

72

THERMO PVT MARK-LINE 8"

425.00 FOOT

2.0000

850.00

Vendor Total:

24,350.00



COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Utilization Plan

IDOT Subcontractor Registration Number 13669

Letting 4-18-12

Participation Statement

Item No. -

(1) Instructions

Contract No. 12-23-137

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
26	HMA Binder Course, IL 15.0, N70	1,571 Ton	-	-
27	HMA Shoulders, IL 15.0, N30, 6.5N	427 sq. YD	-	-
28	HMA Surf Course, Mix "A", 7.5, 1.25, 5.0, N70	1,447 Ton	-	-
				Total <u>\$40,000.00</u>

(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

Provide trucking for above pay items - 500 HRS @ \$80.00 / HR = \$40,000.00

(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 Department's Bureau of Small Business Enterprises 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 President  
 Date 4/18/12  
 Contact Person Diane Forbus  
 Phone 708-482-5660  
 Firm Name Central Blacktop Co, Inc  
 Address 6160 S. East Ave. P.O. Box 2080  
 City/State/Zip La Grange, IL 60525

Signature for DBE Firm \_\_\_\_\_  
 Title President  
 Date April 16, 2012  
 Contact Person Grace Martinez  
 Phone 708-563-2820  
 Firm Name Matias Trucking Inc  
 Address 8755 W. 82nd Pl  
 City/State/Zip Justice IL 60458

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as defined under 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 derives from IDOT 82E 2025 form.

Economic Disclosure Statement

E \_\_\_\_\_  
WC \_\_\_\_\_

CGHD CM-2 (2/14/12)

**COOK COUNTY LETTER OF INTENT**  
(Section 2)

**FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

Contract Title & Number: Group 4-2012 11-04221-03-05+11-W3016-03-DR

From: Matias Trucking (DBE Firm)

To: Central Blacktop Co., Inc (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
26	HMA Binder GSE, IL 15.0, N70	1,571 Ton	— %
27	HMA Shoulders IL 19.0, N30.6"	4726814	— %
28	HMA Surf GSE, MIX "0" IL 12.5, N70	1,571 Ton	— %

Provide trucking for above pay items 500 has 0.80.00/HR = \$40,000.00  
Total: \$ 40,000.00 5.7 %

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 Libardo Lizarazo (print name) the President (title) and duly authorized representative of the Matias Trucking 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 \$ 40,000.00 which represents the above indicated total percentage 5.7 % for the contract amount \$ 706,868.00

(Signature of affiant) [Signature] (Date) 04 / 16 / 2012

Subscribed and sworn to before me this 16 day of April, 2012  
Graciela Martin (Notary's Signature) 10-28-2013 (Notary Seal)



Upon penalty of perjury, James H. Loukota (print name), the President (title) and duly authorized representative of Central Blacktop Co., Inc (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 \$ 40,000.00 which represents the above indicated total percentage 5.7 % for the contract amount \$ 706,868.00

(Signature of affiant) [Signature] (Date) 4 / 18 / 12

Subscribed and sworn to before me this 18th day of April, 2012  
[Signature] (Notary's Signature)





COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Utilization Plan

IDOT Subcontractor Registration Number 11891

Letting 4-18-12

Participation Statement

Item No. -

(1) Instructions

Contract No. 12-23-137

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
26	HMA Binder Course, IL-15.0 W/70	1,571 Ton	-	-
27	HMA Shoulders, IL-15.0, N30, 6 IN	427 SQ. YD	-	-
29	HMA Surf 63%, Mix "A", IL 12.5015, N70	1,047 Ton	-	-
Total				<u>\$40,375.00</u>

(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount

Provide trucking for above pay items - 475 HRS @ 85.00/HR = \$40,375.00

(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. This undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises 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 President  
 Date 4/18/12  
 Contact Person Diane Forbes  
 Phone 798-482-5660  
 Firm Name Central Blacktop Co., Inc  
 Address 6160 S. East Ave. P.O. Box 2080  
 City/State/Zip LaGrange, IL 60525

Signature for DBE Firm  
 Title President  
 Date 4-16-12  
 Contact Person Alberto Roman  
 Phone (773) 921-9200  
 Firm Name ChicagoLand Trucking Inc.  
 Address 5494 W. Roosevelt Rd.  
 City/State/Zip Chicago IL 60644

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under 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 derives from IDOT Form 2025 form.

Economic Disclosure Statement

E \_\_\_\_\_  
WC \_\_\_\_\_

CCHD CNE2 (2/14/12)

COOK COUNTY LETTER OF INTENT (Section 2)

FROM DBE TO PERFORM AS SUBCONTRACTOR SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Group 4-2012 11-04221-03-05+11-W3016-03-DR

From: CHICAGOLAND TRUCKIN INC (DBE Firm)

To: Central Blacktop Co, Inc (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 for 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. Rows include HMA Binder, HMA Shoulders, and HMA Surf.

Provide trucking for above pay items 475 hrs @ 285.00/HR = 46,375.00 Total: \$ 40,375.00 5.7 %

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 ALBERTO ROMAN (print name)

name) the PRESIDENT (title) and duly authorized representative of the CHICAGOLAND TRUCKIN 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 \$ 40,375.00 which represents the above indicated total percentage 5.7 % for the contract amount \$ 706,868.00

(Signature of affiant) (Date) 4/16/12

Subscribed and sworn to before me this 11th day of April

Ronald Lagos (Notary's Signature)



Upon penalty of perjury, James H. Leukota (print name)

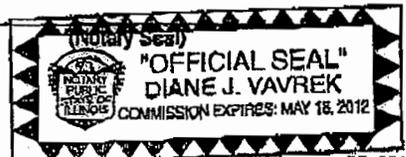
the President (title) and duly authorized

representative of Central Blacktop Co, Inc (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 \$ 40,375.00 which represents the above indicated total percentage 5.7 % for the contract amount \$ 706,868.00

(Signature of affiant) (Date) 4/18/12

Subscribed and sworn to before me this 18th day of April, 2012

Diane J. Vavrek (Notary's Signature)



January 25, 2012

**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. All supporting documentations shall be submitted with bid/proposal/quotation.**

- 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. All supporting documentation shall be submitted with bid/proposal/quotation.**

- 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 bid 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.

### DBE GOOD FAITH EFFORTS CHECKLIST

**This Checklist must be submitted with the Bid if the Project Specific DBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.**

#### CHECKED BY BIDDER IF COMPLETED

- \_\_\_\_\_ 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.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ Made efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- \_\_\_\_\_ Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- \_\_\_\_\_ 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.

**Good Faith Efforts Contacts Log for Soliciting  
DBE Subcontractor or Supplier Participation  
(Please duplicate as needed)**

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on the DBE Utilization Plan.)

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contract: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contract: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contract: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

**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
N/A	

**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:  No:

b) If yes, list business addresses (es) within Cook County:

6160 S. East Ave., P.O. Box 2080

LaGrange, IL 60525

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:  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:

\_\_\_\_ 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.



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**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 Central Blacktop Co., Inc. D/B/A: \_\_\_\_\_ EIN NO.: 36-2447416

Street Address: 6160 S. East Ave., P.O. Box 2080

City: LaGrange State: Illinois Zip Code: 60525

Phone No.: 708-482-9660

**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
James H. Loukota	13030 Silverfox Drive Lemont, IL 60438	61%
Deborah M. Crowley	15536 Hollyhock Ct. Orland Park, IL 60462	33%

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

**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.

James H. Loukota  
 Name of Authorized Applicant/Holder Representative (please print or type)  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Estimating@centralblacktop.com  
 E-mail address

President  
 Title  
 \_\_\_\_\_  
 4-18-2012  
 Date  
 \_\_\_\_\_  
 708-482-9660  
 Phone Number

Subscribed to and sworn before me this 18th day of April 2012

x *Diane J. Vavrek*  
 Notary Public Signature

My commission expires:





**COOK COUNTY BOARD OF ETHICS**

69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304  
 312/603-9988 FAX 312/603-1011 TT/TDD

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

[http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

**DEFINITIONS:**

“*Calendar year*” means January 1 to December 31 of each year.

“*Doing business*” for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

“*Familial relationship*” means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

“*Person*” means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.



**CONTRACTOR'S**  
**CERTIFICATION CONCERNING LABOR STANDARDS**  
**AND**  
**PREVAILING WAGE REQUIREMENTS**  
**(SECTION 6)**

**To Contractor:**

**Date:** April 18, 2012  
**Project Number:** 11-B4221-03-RS & 11-W3016-03-DR on Route#: B42, W30  
**Project Name:** Group 4-2012  
87th Street-Cliff Street to 96th Avenue  
(LaGrange Road) 88th Avenue at 105th Street

1. If awarded the contract with the County of Cook for the construction of the above identified project, the undersigned agrees that:

- (a) The Labor Standards provisions of the Contract for Construction will be 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):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

*Central Blacktop Co, Inc.  
6160 S. East Ave  
P.O. Box 2080  
LaGrange, IL 60525*

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
James H. Loukota	President	13020 Silver Fox Drive, Lemont, IL 60439
John R. Goeing	Vice-President	6671 Powell Drive, Downers Grove, IL 60516
Joseph E. Benson	Secretary	11037 West 72nd Street, Indian Head Park, IL 60525

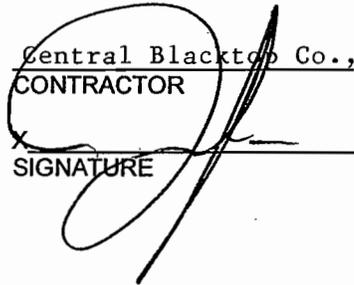
(d) The name and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
James H. Loukota	13020 Silverfox Drive Lemont, IL 60438	61%
Deborah M. Crowley	15536 Hollyhock Ct. Orland Park, IL 60462	33%

(e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest is (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
N/A		

DATE 4-18-2012

Central Blacktop Co., Inc.  
 CONTRACTOR  
 SIGNATURE 

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

(Section 6)

**To Contractor:**

Date: 4/18/2012

Project Number: 11-B4221-03-RS & 11-W3016-03-DR

Project Name 87th St-Cliff St. to 96th Ave &  
88th Ave @ 105th St

1. The undersigned, if awarded a contract with Central Blacktop  
(Contractor)  
Company Inc. for Pavement Marking  
(Nature of Work)  
in the amount of \$ 24,350.00 in the construction of the above-identified project,  
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be 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 To Be Determined  
(Date)

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is (check one):      Marking Specialists Corporation  
 Sole Proprietorship      214 Crystal St. - Suite C  
 Partnership      Cary, Illinois 60013  
 Corporation  
 Other Organization (Describe)

(c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Alfredo Zavala	President	1430 Royal Court Elgin, IL 60123
Maria Zavala	Director	Same as above
Robert K. Buerer	V.P.	1622 S. Princeton Arl. Hts., IL 60005
Dolores M. Buerer	Sec./Treas.	Same as above
Robert W. Buerer	Exec. V.P.	532 Glen Garry Cary, IL 60013

DATE 4/16/2012

SUBCONTRACTOR

Guadalupe M. Penzel  
SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**  
(Section 6)

To Contractor:

Date: 4-18-12  
Project Number: 11-B4221-03-RS+11-W3016-03-0A  
Project Name: Group 4 2012

1. The undersigned, if awarded a contract with Central Blacktop Co., Inc  
(Contractor)  
for traffic control  
Nature of Work)  
in the amount of \$ 8450.00 in the construction of the above-identified project,  
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be 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: Work Zone Safety, Inc.  
17051 Gaylard Rd.  
Crest Hill, IL 60403
- (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>Pam Ackerman</u>	<u>President</u>	<u>17051 Gaylard Rd. Crest Hill, IL 60403</u>

DATE 4-16-12

SUBCONTRACTOR  
x Pam Ackerman  
SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**  
(Section 6)

To Contractor:

Date: 4-18-12  
Project Number: 11-B4221-03-RS+11-W3016-03-DR  
Project Name: Group 4-2012

1. The undersigned, if awarded a contract with Central Blacktop Co, Inc  
(Contractor)  
for Landscaping  
Nature of Work)  
Meranji Landscaping in the amount of \$ 9,192.50 in the construction of the above-identified project,  
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be 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: MERANJIL LANDSCAPING  
DKS, INC.
- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)  
333 N. Michigan Ave.  
Suite 401  
Chicago, Ill 60601

(c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Edward J Lovelace</u>	<u>Pres</u>	<u>333 N. Michigan Ave Suite 401, Chicago Ill 60601</u>

DATE 4-17-12

SUBCONTRACTOR  
X [Signature]  
SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**  
(Section 6)

**To Contractor:**

Date: 4-18-12  
Project Number: 11-A4221-03-RS/11-43016-03-OR  
Project Name: Group 4-2012

1. The undersigned, if awarded a contract with Central Blacktop Co, Inc  
(Contractor)  
for Trucking  
Nature of Work)  
Matias in the amount of \$40,000.00 in the construction of the above-identified project,  
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be 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:

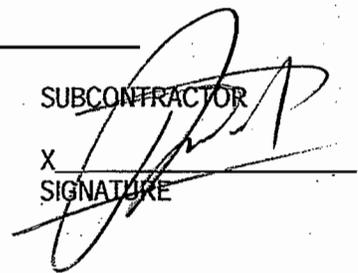
- (a) The legal name and the business address of the undersigned are: Matias Trucking, Inc.
- (b) The undersigned is (check one): 8755 W. 82nd PL.  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe) Justice, IL 60458

(c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Libardo Lizarazo</u>	<u>President</u>	<u>8755 W. 82ND PL, Justice, IL 60458</u>

DATE 4-16-12

SUBCONTRACTOR  
X  
SIGNATURE



**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**  
(Section 6)

To Contractor:

Date: 4-18-12  
Project Number: 11-84221-03-RS+WS016-03-DR  
Project Name: Group 4-2012

1. The undersigned, if awarded a contract with Central Blacktop Co, Inc  
(Contractor)  
for Trucking  
Nature of Work)

Chicagoland Trucking in the amount of \$40,375.00 in the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be 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: Chicagoland Trucking, Inc
- (b) The undersigned is (check one): 5494 W. Roosevelt Rd.  
Chicago, IL 60644  
 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>ALBERTO ROMAN</u>	<u>PRESIDENT</u>	<u>950 S. ELMWOOD OAK PARK, IL. 60304</u>

DATE 4-16-12

SUBCONTRACTOR  
[Signature]  
SIGNATURE

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Cook County Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 7)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Cook County Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

\* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**SIGNATURE BY A CORPORATION  
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Cook County Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Central Blacktop Co., Inc.

BUSINESS ADDRESS: 6160 S. East Ave., P.O. Box 2080  
LaGrange, IL 60525

BUSINESS TELEPHONE: 708-482-9660 FAX NUMBER: 708-482-9676

CONTACT PERSON: \_\_\_\_\_

FEIN: 36-2447416 \*IL CORPORATE FILE NUMBER: D-4063-676-5

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: James H. Loukota VICE PRESIDENT: John Goeing

SECRETARY: Joseph E. Benson TREASURER: \_\_\_\_\_

\*\*SIGNATURE OF PRESIDENT: \_\_\_\_\_

ATTEST: *Joseph E. Benson* (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
18th day of April, 2012

x *Diane J. Vavrek*  
Notary Public Signature

My commission expires:



Notary Seal

\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

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 Overmire*

\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria deLencastre*

\_\_\_\_\_  
CHIEF PROCUREMENT OFFICER

*Not Required*

\_\_\_\_\_  
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 5<sup>th</sup> DAY OF June, 2012.

IN THE CASE OF A BID, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-23-137

OR

ITEM(S), SECTION(S), PART(S): Group 4 – 2012: 87<sup>th</sup> Street – Cliff Street to 96<sup>th</sup> Avenue (LaGrange Road).

88<sup>th</sup> Avenue at 105<sup>th</sup> Street. Sections: 11-B4221-03-RS & 11-W3016-03-DR

TOTAL AMOUNT OF CONTRACT: \$ 706,868.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: 600-600

APPROVED AS TO FORM:

*Kate M. McA...*  
\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY

**SURETY'S STATEMENT**  
**of**  
**QUALIFICATION FOR BONDING**  
 (Section 10)

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: Continental Casualty Company  
 (SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount  
 of the bid/contract: 11-B4221-03-RS and 11-W3016-03-DR  
 (NUMBER)

to: Central Blacktop Co., Inc.  
 (BIDDER)

The penalty of this bond is to be \$ 100%  
 (TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY

*Esther C. Jimenez*  
 (SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

Esther C. Jimenez  
 (ATTORNEY-IN-FACT)

02128                      20443  
 AMB #                      NAIC

SEAL

**PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK**

Know All Men by These Presents, That we, Central Blacktop Co., Inc.  
as principle, and Continental Casualty Company

\_\_\_\_\_ as surety, are held and firmly bound unto The County of Cook in the penal sum of Seven Hundred Six Thousand Eight Hundred Sixty Eight and 00/100 Dollars (\$ 706,868.00 ), lawful money of the United States of America, for the payment of which sum of money well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly, by these presents.

Signed, sealed, and delivered this 10th day of May A.D. 20 12.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounded principle entered into a certain contract with The County of Cook, bearing date the day of AWARD OF CONTRACT for Group 4 - 2012 (87<sup>th</sup> Street - Cliff Street to 96<sup>th</sup> Avenue (LaGrange Road) Section 11-B4221-03-RS, Route B42, in Lyons Township); and (88<sup>th</sup> Avenue at 105<sup>th</sup> Street, Section 11-W3016-03-DR, Route W30, in Palos Township) Cook County Contract No.12-23-137.

The terms and conditions of the Illinois Public Construction Bond Act, 30 ILCS 550 *et seq.* are hereby incorporated by reference.

It is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered in favor of any person not a party to said contract against The County of Cook in any suit arising out of said contract or its performance, when reasonable notice of the pendency of such suit shall have been given to said principle and to said surety, shall be conclusive against said principle and said surety as to both liability and amount.

In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at Chicago, Illinois, all on the day and year first above written.

Central Blacktop Co., Inc. PRINCIPAL/CONTRACTOR SEAL  
By [Signature]  
James H. Loukota PRESIDENT Joseph E. Benson SECRETARY  
Continental Casualty Company SURETY SEAL

By [Signature] 02128 20443  
SURETY/ATTORNEY-IN-FACT Esther C. Jimenez AMB# NAIC#  
(ATTACH POWER OF ATTORNEY)

Approved as to form:

By: [Signature]  
ASSISTANT STATES ATTORNEY  
PW5.18

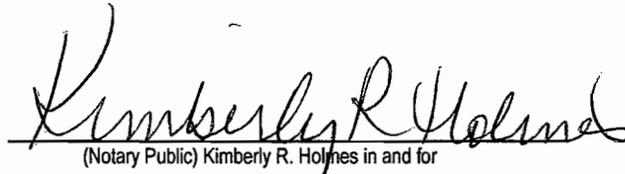
STATE OF ILLINOIS  
COUNTY OF DUPAGE

SS:

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

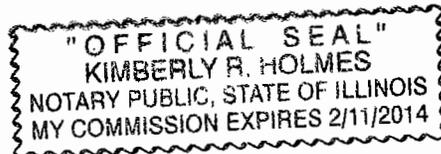
On this 10<sup>th</sup> day of May in the year 2012 before me, Kimberly R. Holmes, a Notary Public in and for said County and state, residing therein, duly commissioned and sworn, personally appeared Esther C. Jimenez, known to me to be the duly authorized Attorney-in-Fact of the Continental Casualty Company and the same person whose name is subscribed in the foregoing instrument as Attorney-in-Fact of the said Company and she duly acknowledged to me that she signed and sealed the said instrument for the Continental Casualty Company thereto as Surety.

IN WITNESS WHEREOF, I have hereunto set my official seal the day and year in this certificate first above written.

  
(Notary Public) Kimberly R. Holmes in and for

Will County  
State of Illinois  
My Commission expires: February 11, 2014

(Seal)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Karen A Ryan, Esther C Jimenez, William P Weible, William Cahill, Deborah A Campbell, Kimberly R Holmes, Kimberly Sawicki, Leigh Ann Francis, Mary Anne Sylos, Melissa Newman, Individually

of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 1st day of February, 2012.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*[Signature]*  
Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 1st day of February, 2012, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

*[Signature]*  
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 10<sup>th</sup> day of May, 2012.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*[Signature]*  
Mary A. Ribikawskis Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### **"Article IX—Execution of Documents**

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### **"Article VI—Execution of Documents**

Section 3 Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### **"Article VII—Execution of Documents**

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."

**CONTRACT  
(SECTION 10)**

This AGREEMENT made and entered into this 5<sup>th</sup> day of June A.D., 2012 by and between The County of Cook, party of the first part and hereinafter called County, and Central Blacktop Company, Inc., 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 **GROUP 4 – 2012 (87<sup>th</sup> Street - Cliff Street to LaGrange Road (96<sup>th</sup> Avenue), in the Townships of Lyons and Palos, Section 11-B4221-03-RS) and (88<sup>th</sup> Avenue at 105<sup>th</sup> Street, in the Township of Palos, Section 11-W3016-03-DR)** 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 September 30, 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

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.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: RA

DATE (MM/DD/YYYY)  
05/09/12

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).

<b>PRODUCER</b> Weible & Cahill 2300 Cabot Drive, Suite 100 Lisle, IL 60532 Kim Sawicki	630-245-4600 630-245-4601	<b>CONTACT NAME:</b>	
		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b>	
		<b>PRODUCER CUSTOMER ID #:</b>	<b>CENTR-2</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Central Blacktop Co., Inc. P.O. Box 2080 LaGrange, IL 60525	<b>INSURER A:</b> XL Insurance America, Inc.		<b>24554</b>
	<b>INSURER B:</b> Greenwich Insurance Company		<b>22322</b>
	<b>INSURER C:</b> Starr Indemnity & Liability Co		<b>38318</b>
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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			CGS7409041	12/31/11	12/31/12	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> XCU Included						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> CG2503						GENERAL AGGREGATE \$ 2,000,000	
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$	
A	AUTOMOBILE LIABILITY			CAH740000201	12/31/11	12/31/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS						\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SISCCCL01690811	12/31/11	12/31/12	EACH OCCURRENCE \$ 10,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						CLAIMS-MADE	AGGREGATE \$ 10,000,000
	DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CWG740000001	12/31/11	12/31/12	<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				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	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: CBT Job #212-007, 87th Avenue, Cliff Street to 96th Avenue, CCHD - 87th Avenue

<b>CERTIFICATE HOLDER</b>  Cook County Highway Department 69 W. Washintgon Street Chicago, IL 60602	<b>CANCELLATION</b>  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 <i>Kim Sawicki</i>
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Contractor Name: Central Blacktop Co., Inc.

GROUP 4-2012

87TH AVE-CLIFF ST TO 96TH AVE, SECTION 11-B4221-03-RS AND 87TH AVE AT 105TH ST  
SCHEDULE OF PRICES

SECTION 11-W3016-03-DR

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	165	CU.YD.	EARTH EXCAVATION	\$ 70.00 -	\$ 11,550.00 -
2	5	CU.YD.	FURNISHED EXCAVATION	400.00	2,000.00
3	250	FOOT	GRADING AND SHAPING DITCHES	20.00	5,000.00
4	4	CU.YD.	POROUS GRANULAR EMBANKMENT, SUBGRADE	300.00	1,200.00
5	10	POUND	NITROGEN FERTILIZER NUTRIENT	5.20	52.00
6	10	POUND	PHOSPHORUS FERTILIZER NUTRIENT	5.20	52.00
7	10	POUND	POTASSIUM FERTILIZER NUTRIENT	5.20	52.00
8	0.10	ACRE	SEEDING, CLASS 7	7,280.00	728.00
9	200	SQ.YD.	SODDING, SALT TOLERANT	7.00	1,400.00
10	6	UNIT	SUPPLEMENTAL WATERING	160.00	960.00
11	485	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN	5.50	2,667.50
12	50	UNIT	TREE REMOVAL (6 TO 15 UNITS DIA)	60.00	3,000.00
13	285	SQ.YD.	EROSION CONTROL BLANKET	4.00	1,140.00
14	145	SQ.YD.	FILTER FABRIC	5.00	725.00
15	1	EACH	INLET AND PIPE PROTECTION	125.00	125.00
16	300	FOOT	PERIMETER EROSION BARRIER	6.00	1,800.00
17	125	SQ.YD.	STONE RIPRAP, CLASS A4	60.00	7,500.00
18	200	FOOT	TEMPORARY DITCH CHECKS	7.00	1,400.00
19	500	SQ.FT.	TEMPORARY SOIL RETENTION SYSTEM	115.00	57,500.00
20	100	TON	AGGREGATE WEDGE SHOULDER, TYPE B	65.00	6,500.00
21	200	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN	12.00	2,400.00
22	19	TON	AGGREGATE (PRIME COAT)	1.00	19.00
23	1,246	GAL.	BITUMINOUS MATERIALS (PRIME COAT)	3.00	3,738.00
24	2	EACH	CONSTRUCTING TEST STRIP	1,100.00	2,200.00
25	194	FOOT	CUTTING HOT-MIX ASPHALT SURFACE	5.00	970.00
26	1,571	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	67.00	105,257.00
27	427	SQ.YD.	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 6 IN	45.00	19,215.00
28	1,047	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70	72.00	75,384.00
29	12,465	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4 IN	3.20	39,888.00
30	194	FOOT	TEMPORARY BUTT JOINTS	15.00	2,910.00

(CONTINUED ON NEXT PAGE)

Contractor Name:

Central Blacktop Co., Inc

GROUP 4-2012

87TH AVE-CLIFF ST TO 96TH AVE, SECTION 11-B4221-03-RS AND 87TH AVE AT 105TH ST  
SECTION 11-W3016-03-DR

## SCHEDULE OF PRICES

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
31	150	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN	\$ 9.00 -	\$ 1,350.00 -
32	15	FOOT	COMBINATION CURB AND GUTTER REMOVAL	50.00	750.00
33	150	SQ.FT.	SIDEWALK REMOVAL	5.00	750.00
34	200	SQ.YD.	CLASS D PATCHES, TYPE I, 9 IN	95.00	19,000.00
35	800	SQ.YD.	CLASS D PATCHES, TYPE II, 9 IN	80.00	64,000.00
36	800	SQ.YD.	CLASS D PATCHES, TYPE III, 9 IN	70.00	56,000.00
37	200	SQ.YD.	CLASS D PATCHES, TYPE IV, 9 IN	60.00	12,000.00
38	1,314	POUND	CRACK FILLING	6.50	8,541.00
39	7	TON	MIXTURE FOR CRACKS, JOINTS AND FLANGWAYS	500.00	3,500.00
40	15	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	60.00	900.00
41	1	L.SUM	CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS	2,600.00	2,600.00
42	2	EACH	SURVEY MONUMENTS	1,200.00	2,400.00
43	108	FOOT	GUARDRAIL REMOVAL	5.25	567.00
44	230	FOOT	STEEL PLATE BEAM GUARDRAIL, TYPE A	24.00	5,520.00
45	6	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL	2,400.00	14,400.00
46	10	FOOT	STORM SEWER REMOVAL, 60 IN	200.00	2,000.00
47	6	CU.YD.	CONCRETE COLLAR	400.00	2,400.00
48	2	EACH	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 24 IN	1,200.00	2,400.00
49	2	EACH	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 18 IN	1,400.00	2,800.00
50	1	EACH	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 42 IN	1,600.00	1,600.00
51	24	FOOT	PIPE CULVERTS, TYPE 1 (RCCP CLASS IV) 12 IN	110.00	2,640.00
52	7	FOOT	STORM SEWERS, TYPE 2 (RCCP CLASS III) 42 IN	400.00	2,800.00
53	10	EACH	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	750.00	7,500.00
54	3	EACH	FRAMES AND LIDS, TYPE 1 (CLOSED)	450.00	1,350.00
55	10	EACH	WATERPROOFING SANITARY FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	700.00	7,000.00
56	2	EACH	GRATING FOR CONCRETE FLARED END SECTION, 12 IN	400.00	800.00
57	2	EACH	GRATING FOR CONCRETE FLARED END SECTION, 18 IN	500.00	1,000.00
58	2	EACH	GRATING FOR CONCRETE FLARED END SECTION, 24 IN	600.00	1,200.00
59	1	EACH	GRATING FOR CONCRETE FLARED END SECTION, 42 IN	800.00	800.00
60	6	EACH	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 12 IN	600.00	3,600.00

(CONTINUED ON NEXT PAGE)

Contractor Name: Central Blacktop Co., Inc.

GROUP 4-2012

87TH AVE-CLIFF ST TO 96TH AVE, SECTION 11-B4221-03-RS AND 87TH AVE AT 105TH ST  
SECTION 11-W3016-03-DR

## SCHEDULE OF PRICES

ITEM NO.	QUANTITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
61	1	EACH	MANHOLES TO BE RECONSTRUCTED	\$ 2,500.00	\$ 2,500.00
62	1	EACH	VALVE VAULTS TO BE RECONSTRUCTED	3,000.00	3,000.00
63	21	CU.YD.	GABIONS, GALVANIZED STEEL	500.00	10,500.00
64	72	CU.YD.	TRENCH BACKFILL	100.00	7,200.00
65	103	SQ.FT.	GRATING	100.00	10,300.00
66	1	EACH	REINFORCED CONCRETE PIPE TEE, 60 IN X 42 IN	6,000.00	6,000.00
67	1	L.SUM	TRAFFIC PROTECTION	25,000.00	25,000.00
68	2,500	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN	1.10	2,750.00
69	125	EACH	RAISED REFLECTIVE PAVEMENT MARKER	50.00	6,250.00
70	90	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	25.00	2,250.00
71	17,500	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN	1.05	18,375.00
72	425	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 8 IN	2.10	892.50
73	6	CAL.MO.	ENGINEERS FIELD OFFICE, TYPE A	2,600.00	15,600.00
74	3,000	FOOT	CRACK ROUTING AND SEALING	2.25	6,750.00
				<b>TOTAL</b>	<b>\$ 706,868.00</b>

**BID DEPOSIT FORM**

**AS REQUIRED BY INSTRUCTION TO BIDDER OF/AND INCONJUNCTION  
WITH THE BID HEREWITH SUBMITTED**

(THIS FORM MUST BE SUBMITTED WITH THE BID)

TO: COOK COUNTY HIGHWAY DEPARTMENT

BID FOR: Group 4-2012

877<sup>th</sup> ST - Cliff St. to 96<sup>th</sup> Ave / 98<sup>th</sup> Ave. at 105<sup>th</sup> Street

BID OPENING DATE: 4-18-12

We deposit (subject to all condition of said proposal) the following described deposit check:

( ) Cashier's Check ( ) Bank Draft (X) Bid Bond ( ) Other

Drawn on: \_\_\_\_\_ of \_\_\_\_\_  
Bank City State

Draft or Check Number: \_\_\_\_\_ Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Submitted by: Central Blacktop Co., Inc  
Bidder

6160 S. East Ave. P.O. Box 2080  
Street Address

LaGrange IL 60525  
City State Zip Code

**DO NOT WRITE IN THE SPACES BELOW**

The above described Deposit Check is:

( ) Held \_\_\_\_\_ Date \_\_\_\_\_  
( ) Mailed \_\_\_\_\_ Date \_\_\_\_\_  
( ) Delivered To \_\_\_\_\_ Date \_\_\_\_\_  
( ) Bond Substituted \_\_\_\_\_ Date \_\_\_\_\_  
( ) Bond Mailed To \_\_\_\_\_ Date \_\_\_\_\_

County of Cook  
Department of Highways

Proposal Bid Bond

Project Group 4-2012  
Section 11-B4221-03-RS & 11-W3016-03-DR  
Date April 18, 2012  
Letting \_\_\_\_\_

We Central Blacktop Co., Inc.  
\_\_\_\_\_ as Principal, and Continental Casualty Company  
\_\_\_\_\_ 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 said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 18th day of April A.D. 20 12.

PRINCIPAL

Central Blacktop Co., Inc.  
(Company Name) \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_  
(Signature & Title) James H. Loukota, President

\_\_\_\_\_  
(Company Name) \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_  
(Signature & Title)

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

SURETY

Continental Casualty Company  
(Name of Surety) \_\_\_\_\_ (Seal)

BY: Esther C. Jimenez  
(Signature of Attorney-in-fact)  
Esther C. Jimenez

STATE OF ILLINOIS  
COUNTY OF ~~COOK~~ Will

I, Kimberly R. Holmes, a Notary Public in and for Cook County, do hereby certify that \_\_\_\_\_  
James H. Loukota and Esther C. Jimenez

(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 18th day of April A.D., 20 12. My commission expires 02/11/2014

Kimberly R. Holmes  
Notary Public



\*Improper execution of this form (i.e. Missing Signatures or Seals or incomplete certification) will result in bid being declared irregular  
\*\* If Bid Bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with Bid.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Karen A Ryan, Esther C Jimenez, William P Weible, William Cahill, Deborah A Campbell, Kimberly R Holmes, Kimberly Sawicki, Leigh Ann Francis, Mary Anne Sylos, Melissa Newman, Individually

of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 1st day of February, 2012.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*[Signature]*  
Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 1st day of February, 2012, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

*[Signature]*  
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 18<sup>th</sup> day of April, 2012.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*[Signature]*  
Mary A. Ribikawskis Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."