

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



APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

FEB 05 2013

John Yonan, P.E.  
Superintendent of Highways

Toni Preckwinkle  
Cook County Board President

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Maria de Lourdes Coss, CPPO  
Chief Procurement Officer

**Letting: December 12, 2012**

**SECTION: 12-A5414-03-RP on Route No. A54**  
**Known as HINTZ ROAD**  
**Arlington Heights Road to Elmhurst Road**  
**Cook County Purchasing Contract No.: 12-23-432**

**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 ftpt3st)

**Pre-Bid Meeting: Tuesday, November 27, 2012**  
Cook County Highway Department -  
69 W. Washington Street, Suite 2260  
Chicago, Illinois 60602

All questions are due on Friday, November 30, 2012 no later than 3:00pm Chicago time

Send all questions via e-mails to: [Edmund.rendon@cookcountyil.gov](mailto:Edmund.rendon@cookcountyil.gov)

Bid Submitted by:

Bid Bond is included       A Cashier's Check or a Certified Check is Included

Name Alamp Concrete Contractors, Inc. Phone No. 847-891-1000

Address 1900 Wright Blvd.

City Schaumburg State IL Zip Code 60193

**THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT**

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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

**December 7, 2012**

**ADDENDUM NO. 1**

**Contract Document No. 12-23-432  
Hintz Road from Arlington Heights Road to Elmhurst Road  
Section 12-A5414-03-RP**

General: This Addendum No. 1 revises the Bid documents. This Addendum No. 1 is issued to bidders of record prior to execution of contract, and forms a part of contract documents and modifies previously issued Bid documents. Insofar as previously issued Bid documents are inconsistent with the modifications indicated by this Addendum No. 1, modifications indicated by this Addendum No. 1 shall govern. Where any part of the Bid documents are modified by this Addendum No. 1, all unaltered provisions shall remain in effect.

This Addendum No. 1 provides 16 (sixteen) revised contract pages and Pre-Bid Sign-In Sheets. Please take this information into consideration on your proposal. Please acknowledge this addendum in your proposal.

**1. Revised Contract Pages (16 pages)**

1. Remove Special Provision Check List dated July 1, 2012 and replace with No. 26: Special Provision for Contract Extra Work dated December 7, 2012
  - This revised pages list the Trust Agreement as an Additional Document Inclusion (Required) document.
2. Remove Special Provision No. 1: Definition of Terms and Information for Bidders dated April 17, 2012 and replace with Special Provision No. 1 dated November 15, 2012
  - The revised pages add the Trust Agreement to the list of Post Bid Documents.
3. Insert Trust Agreement into the contract document.
  - This provides information for submittal of a trust agreement.
4. Remove Details and Notes for Construction of Pavement and Pavement Appurtenances (Supplemental to IDOT Standards) and replace with the attached updated version of Details and Notes for Construction of Pavement and Pavement Appurtenances (Supplemental to IDOT Standards)
  - The revised page includes the updated pavement patching standards which have been revised subsequent to the advertisement of this solicitation.

**2. Pre-Bid Sign-In Sheet – November 27, 2012 (2 pages)**



Cook County 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

**1. Revised Contract Pages (16 pages)**

**COOK COUNTY HIGHWAY DEPARTMENT  
SPECIAL PROVISION CHECK LIST**  
EFFECTIVE December 7, 2012 V 1.0  
**HINTZ ROAD**  
**ARLINGTON HEIGHTS ROAD TO ELMHURST ROAD**  
Section: 12-A5414-03-RP

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	1	Definition of Terms, Information for Bidders	(CC) Apr. 17, 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
	10a	Township Insurance Requirements	(CC) Apr. 18, 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) Current
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) Mar. 19, 2012
X	24	Pre-Construction Conference	(CC) Mar. 18, 1980
X	25	Mobilization	(CC) Oct. 20, 2009
	26	Not Used	
X	27	Construction Air Quality Diesel Vehicle Emissions Control (Green Construction Ordinance)	(CC) Dec. 1, 2009
X	28	Processing of Extra Work Payment Requests	(CC) May 1, 1997
	29	Construction Layout Stakes and Survey Control Points	(CC) July 1, 2012
	30	* Municipal Coordination/Transfer of Jurisdiction and/or Maintenance	(CC) July 15, 2000
X	31	Engineer's Field Office	(CC) July 1, 2012
X	32	Construction Debris	(CC) July 1, 2006
	33	*Clean Construction and Demolition Debris	(CC) July 1, 2012

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
34-44	Not Used	
	45 Portland Cement Concrete Pavement	(CC) July 1, 2012
	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 (10Inch)	(CC) Jan 1, 2008
X	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
X	53 Diamond Grinding Concrete Pavement	(CC) Jan. 1, 2007
	54 Saw Cutting 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) Mar. 1, 2008
X	59 Survey Monuments	(CC) April 1, 2008
	60 Soils Information	(CC) July 1, 2012
	61 Stockpiled Embankment	(CC) July 1, 2012
	62 Borrow Excavation	(CC) July 1, 2000
	63 Crushed Stone (Temporary Use)	(CC) Jan 1, 2008
	64 Aggregate Subgrade, (12 INCH)	(IL) Current
	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
X	69 P.C.C. Surface Finish	(CC) April 7, 2010
	70 Traffic Barrier Terminal, Type 1, Special	(IL-CC) Jan. 1, 2008
	71 *Scheduling and Landscaping	(CC) January 1, 2008
X	72 Cutting Hot-Mix Asphalt Surface	(CC) Jan. 1, 2008
X	73 Hot-Mix- Asphalt Driveway Surface Removal	(CC) July 1, 2012
	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 by the Heater Scarifying Overlay Method	(CC) July 1, 2011
	77 Treatment of Cracks	(CC) Jan. 1, 2008
	78 Strip Reflective Crack Control Treatment, Special	(CC) May 1, 2003
	79 Cold Recycled In-Place Bituminous Base Course	(CC) Oct. 1, 2009
	80 Temporary By-Pass Pavement	(CC) Jan 1, 2008
	81 Temporary By-Pass Pavement (FA)	(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 (BDE)	(IL) Current
119	Not Used	
120	Segmental Concrete Block Walls	(IL) Current
121	Temporary Soil Retention System	(IL) Current
122	Steel Structures	(CC) Nov. 21, 2007
123	Not Used	
124	Cleaning and Painting Existing Steel Structures	(IL) Current
125	Containment and Disposal of Lead Paint Cleaning Residues	(IL) Current
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) Current
129	Grating	(CC) Aug. 19, 2011
130	Silicone Bridge Joint Sealer	(IL) Current
131	Not Used	
132	Deck Slab Repair	(IL) Current
133	Bridge Deck Latex Concrete Overlay	(IL) Current
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) Current
139	Temporary Sheet Piling	(IL) Current
140	Precast Concrete Junction Chambers	(CC) Nov. 1, 2007
141	Jack and Remove Existing Bearings	(IL) Current
142	Jacking Existing Superstructure	(IL) Current
143	Junction Chamber	(CC) Jan. 1, 2007
144	Neoprene Expansion Joint Removal	(CC) Oct. 10, 1995
145	Structural Repair of Concrete	(IL) Current
146	Polymer Modified Portland Cement Mortar	(IL) Current
147	Concrete Wearing Surface for Use With Deck Beams	(IL) Current
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) July 1, 2012
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 Installation in the City of Chicago	(CC) Dec. 1, 2009
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) July 1, 2012
168	Connecting Existing Field Drain Tile	(CC) July 1, 2012
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	Not Used	
173	Manholes, Type A, with Restrictor Plate, Frames and Lids	(CC) July 1, 2012
174	Not Used	
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) July 1, 2012
	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 Duck Bill Elastomeric Check Valve	(CC) July 1, 2012
	182 Catch Basin Oil and Debris Hoods	(CC) July 1, 2012
	183 Frames and Lids to be Adjusted, Special (Pavement Recycling)	(CC) July 1, 2012
184	Not Used	
X	185 * Cooperation With Utilities	(CC) Feb. 10, 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) July 1, 2012

	193	Sanitary Manholes	(CC) Dec. 21, 2009
X	194	Waterproofing of Existing Sanitary Manholes	(CC) July 1, 2012

**No. Description Origin and Date Last Revised**

195-198 Not Used

X	200	Cleaning Existing Manholes, Catch Basins or Inlets and Cleaning Existing Storm Sewer and Pipe Culverts	(CC) Dec. 1, 2008
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201 Not Used

	202	* National Pollutant Discharge Elimination System	(CC) January 1, 2012
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203 Not Used

	204	Maintaining Drainage and Stream Protection	(CC) Dec. 1, 2007
	205	Storm Water Pollution Separation System	(CC) July 1, 2012
	206	Storm Water Pollution Separation System (SPECIAL)	(CC) Dec. 1, 2007
	207	Storm Water Pollution Separation System (In-Line)	(CC) July 1, 2012

208-210 Not Used

	211	Seeding	(CC) Sept. 1, 2002
X	212	Sodding	(CC) Sept. 1, 2002
	213	Trees To Be Planted	(CC) Jan 1, 2008
	214	Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs	(CC) Sept. 1, 2002
	215	Planting Woody Plants	(CC) Jan. 1, 1997
	216	Seeding, Fine Fescue Blend	(CC) Jan. 1, 2007
	217	Seeding, Class 4B Modified	(CC) Jan. 1, 2007

218-226 Not Used

X	227	Work Zone Traffic Control Surveillance	(IL) Current
	228	Traffic Control Devices – Detour Routing	(CC) July 1, 2012
X	229	Modified Urethane Pavement Marking (BDE)	(IL) Current
	230	Sign Identification Decal	(CC) Jan. 1, 2012
X	231	Traffic Protection	(CC) July 1, 2012

232-235 Not Used

X	236	Project Signs Plaque	(CC) December 1, 2009
X	237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
X	238	Raised Reflective Pavement Marker	(IL-CC) July 1, 2012

239-240 Not Used

X	241	Traffic Signal Work General	(ILD1CC) June 1, 2012
	242	Construction at Railroad Crossing	(CC) June 1, 2012
	243	Signal Head, Optically Programmed Signal Head and Pedestrian Signal Head	(CC) June 1, 2012
	244	Light Emitting Diode (LED) Traffic Signal	(ILD1CC) June 1, 2012
	245	Light Emitting Diode (LED) Pedestrian Countdown Signal Head	(ILD1CC) June 1, 2012
	246	Traffic Signal Backplate	(ILD1CC) June 1, 2012
	247	Illuminated Sign, Light Emitting Diode	(ILD1CC) June 1, 2012

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>	
248	Traffic Signal Post, Pedestrian Pushbutton Post	(ILD1CC) June 1, 2012	
X	249	Steel Mast Arm Assembly and Pole and/or Steel Combination Mast Arm Assembly and Pole	(ILD1CC) June 1, 2012
	250	Traffic Actuated Controller, Traffic Actuated Controller with Cabinet, Inductive Loop Detector	(ILD1CC) June 1, 2012
	251	Master Controller	(ILD1CC) June 1, 2012
X	252	Detector Loop	(ILD1CC) June 1, 2012
	253	Video Detection System For Temporary Traffic Signal Installation	(CC) June 1, 2012
	254	Pedestrian Pushbutton	(ILD1CC) June 1, 2012
	255	Conduit	(IL-CC) June 1, 2012
X	256	Coilable Non-Metallic Conduit	(ILD1CC) June 1, 2012
257	No. used		
	258	Electric Cable	(ILD1CC) June 1, 2012
	259	Railroad Interconnect Cable	(ILD1CC) June 1, 2012
	260	Fiber Optic Cable	(ILD1CC) June 1, 2012
	261	System Ground and Grounding Cable	(ILD1CC) June 1, 2012
	262	Grounding Existing Handhole Frame and Cover	(ILD1) Current
	263	Service Installation, Pole Mounted	(ILD1CC) June 1, 2012
	264	Service Installation, Ground Mounted	(ILD1CC) June 1, 2012
	265	* Electric Service	(CC) June 1, 2012
	266	Handhole	(ILD1CC) June 1, 2012
	267	Rebuild Existing Handhole, Rebuild Existing Heavy Duty Handhole, Rebuild Existing Double Handhole	(CC) June 1, 2012
	268	Concrete Foundation	(ILD1CC) June 1, 2012
	269	Modify Existing Type "D" Foundation	(CC) June 1, 2012
	270	Remove Existing Traffic Signal Equipment	(ILD1CC) June 1, 2012
	271	Temporary Traffic Signal Installation	(ILD1CC) June 1, 2012
X	272	Maintenance of Existing Traffic Signal Installation	(ILD1CC) June 1, 2012
	273	Emergency Vehicle Priority System	(ILD1CC) June 1, 2012
	274	Relocate Existing Emergency Vehicle Priority System, Detector Unit	(CC) June 1, 2012
	275	Relocate Existing Emergency Vehicle Priority System, Phasing Unit	(CC) June 1, 2012
	276	Confirmation Beacon System	(CC) June 1, 2012
	277	Re-Optimize Traffic Signal System	(ILD1CC) June 1, 2012
	278	Optimize Traffic Signal System	(ILD1CC) June 1, 2012
	279	Median Removal and Replacement	(CC) June 1, 2012
	280	Sidewalk Removal and Replacement	(CC) June 1, 2012
	281	Relocate Existing Light Standard and Luminaire Complete in Place	(CC) June 1, 2012
	282	Maintenance Of Lighting System	(ILD1CC) June 1, 2012
	283	City Electric Manholes to be Adjusted	(CC) June 1, 2012

<b>No.</b>	<b>Description</b>	<b>Origin and Date Last Revised</b>
284	Uninterruptible Power Supply (UPS)	(ILD1CC) June 1, 2012
285	Traffic Signal Cabinet Load Switch	(CC) June 1, 2012
286	Temporary Traffic Signal Timings	(ILD1CC) June 1, 2012
287	Combination Lighting and Traffic Signal Service Installation, Pole Mounted	(CC) June 1, 2012
288	Illuminated Street Name Sign	(ILD1CC) June 1, 2012
289	Relocate Existing Illuminated Street Name Sign	(CC) June 1, 2012
290	Video Detection System, Single Camera Processor Video Detection	(CC) June 1, 2012
291	Video Detection System, Complete Intersection	(CC) June 1, 2012
292	Not Used	
293	Uninterruptible Power Supply Without Cabinet	(CC) June 1, 2012
294	Modifying Existing Controller Cabinet	(ILD1CC) June 1, 2012
295-300	Not Used	

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

- 004a Cook County Prevailing Wages
- 185a Status of Utilities to be Adjusted
- 400 Special Provision for Crack and Joint Routing and Sealing
- 401 Special Provision for Scheduling
- 402 Special Provision Sealing Existing Transverse Joints

**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) Apr. 20., 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	
F	Surety's Statement Of Qualification for Bonding	(CC) June 2, 2011
G1	Trust Agreement	(CC) Nov. 15, 2012
*H	Performance and Payment of Bond Form	(CC) June 9, 2011
*I	Contract	(CC) Feb. 14, 2012
*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) Current	Initiated by Illinois Department of Transportation
(ILD1) Current	Initiated by Illinois Department of Transportation District 1
(IL-CC)	Initiated by the Illinois Department of Transportation and amended by Cook County Highway Department
(ILD1-CC)	Initiated by Illinois Department of Transportation District 1 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 DEPARTMENT OF TRANSPORTATION AND HIGHWAY

**DEFINITION OF TERMS**

**PLANS.** The plans herein referred to are those prepared by the County Superintendent of Department of Transportation and Highway. 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 Performance and Payment 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 Performance and Payment 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.)</b>	
DBE Participation Plan	1 copy
<b>(Note: If original cannot be provided a copy is acceptable.)</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.)</b>	
Petition for Reduction/Waiver of DBE Participation Goals	1 original
Contractor Certifications	1 original
Economic and Other Required Disclosures 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 copy
Execution Pages:	
Sole Proprietor Signature Page	6 originals
Partnership and/or Joint Venture Signature Page	6 originals
Corporation Signature Page	6 originals
Bid Deposit Form	1 original
Proposal Bid Bond	1 original
Surety Statement of Qualifications	1 original

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

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
<b><u>Trust Agreement</u></b>	<b><u>1 original</u></b>

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

**Cook County Department of Transportation and Highway  
Contract Documents  
69 West Washington Street  
Suite 2400  
Chicago, IL 60602**



**COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS  
TRUST AGREEMENT**

THIS TRUST AGREEMENT is made and entered into by and between the County of Cook, by and through the Department of Transportation and Highways, whose address is 69 West Washington, Suite 2300, Chicago, Illinois, 60602, hereinafter called the COUNTY, and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called the CONTRACTOR, and \_\_\_\_\_, a FINANCIAL INSTITUTION or trust company located in Cook County, whose deposits are insured by an agency or instrumentality of the federal government and whose address is \_\_\_\_\_ hereinafter called the FINANCIAL INSTITUTION.

WITNESSETH:

**WHEREAS** the COUNTY has awarded to the CONTRACTOR Cook County Contract Number \_\_\_\_\_, Section Number \_\_\_\_\_ providing for the construction of a COUNTY highway improvement for a total price of \$\_\_\_\_\_ dollars; and

**WHEREAS** under Section 5-409 of the Illinois Highway Code, as amended, the COUNTY is authorized to make progress payments as the CONTRACTOR performs the work under the contract and may retain a percentage of progress payments; and

**WHEREAS** the COUNTY may, at the request of CONTRACTOR, deposit the retainage under a Trust Agreement with a FINANCIAL INSTITUTION of the CONTRACTOR'S choice which is located in Cook County and has been approved for the deposit of such funds by the Superintendent of the Cook County Department of Transportation and Highways pursuant to Cook County Code Section 34-36; and

**WHEREAS** by execution of this Agreement, the CONTRACTOR and said FINANCIAL INSTITUTION request that the retainage be deposited with said FINANCIAL INSTITUTION as provided by law.

NOW THEREFORE, the parties do hereby agree that:

1. This Agreement shall not change any of the rights, duties, privileges or responsibilities of the parties to the above-referenced construction contract, except as may be provided herein.
2. Notwithstanding the provisions of this Agreement, the COUNTY may withhold progress payments or any portion thereof on account of lien claims, liquidated damages, or as may otherwise be provided by the above contract or by law.
3. All progress payments, including final payment under the above contract, shall be made by COUNTY warrants payable to the CONTRACTOR and FINANCIAL INSTITUTION, as trustee, jointly, and such payments shall be sent to the FINANCIAL INSTITUTION at the above address.
4. The progress payments shall specify on a copy of the COUNTY'S invoice to be mailed with the warrant the amount thereof to be paid to the CONTRACTOR and the amount to be held by the FINANCIAL INSTITUTION as retainage under this Agreement.
5. The money so held by the FINANCIAL INSTITUTION shall be described as "retainage" and shall be held in trust according to the terms of this Agreement. Interest earned on the retainage may be paid to the CONTRACTOR as it accrues or as the FINANCIAL INSTITUTION'S policy permits.

6. The principal balance of the retainage, or any part thereof, shall not be paid over to the CONTRACTOR except upon written directive to the FINANCIAL INSTITUTION by the COUNTY.

7. The FINANCIAL INSTITUTION may invest or reinvest said retainage in:

- a. Certificates of Deposit issued by a financial institution whose principal office is located in Cook County, including this FINANCIAL INSTITUTION;
- b. United States Government Bonds;
- c. United States Treasury Notes;
- d. United States Treasury Bills;
- e. Time Deposit on Open Account.

Provided, however, that the investment of said retainage shall not relieve the FINANCIAL INSTITUTION from the return or repayment of such funds within ninety (90) days as provided in this Agreement.

8. Retainage is the property of the COUNTY until notice of final payment, and the principal amount, or any part thereof, shall not be pledged or used as security for any purpose.

9. The COUNTY shall be the sole judge of return or repayment of the funds to the Cook County Treasurer. Upon written demand made by the COUNTY to the FINANCIAL INSTITUTION for the return or repayment of the retainage, the FINANCIAL INSTITUTION shall make such return or repayment regardless of whether the COUNTY shall state any reason therefor and without imposition of any other requirements or conditions.

10. The repayment or return of retainage to the COUNTY shall be by check from the FINANCIAL INSTITUTION payable to the Treasurer of Cook County and shall be mailed to the COUNTY within ninety (90) days after the COUNTY'S demand.

11. The CONTRACTOR does not waive or release any rights he has against the COUNTY for breach of contract, including this Agreement, by reason of the repayment by the FINANCIAL INSTITUTION to the COUNTY on account of demand made by the COUNTY.

12. In the event demand for the retainage is made under this Agreement by the COUNTY, the COUNTY may specify, in its sole judgment, the amount to be repaid or returned as all or part of the principal balance of the retainage. This Agreement shall continue as to any retainage not returned to the COUNTY and any future payments by the COUNTY to the CONTRACTOR.

13. Upon return or repayment of the full principal balance of the retainage to the COUNTY, this Agreement shall terminate and have no further force or effect.

14. The COUNTY shall request confirmation of account balances as of June 30 of each year, and the FINANCIAL INSTITUTION shall comply with this request. The FINANCIAL INSTITUTION'S failure to comply with this provision shall be reason to demand return of the retainage pursuant to this Agreement.

15. The COUNTY shall provide notice of final payment to the FINANCIAL INSTITUTION and the CONTRACTOR. When said final payment is made, this Agreement shall be terminated and the retainage or interest thereon shall be paid to the CONTRACTOR by the FINANCIAL INSTITUTION. The COUNTY and the CONTRACTOR agree that the date of mailing such notice of final payment to the FINANCIAL INSTITUTION shall constitute the date of final payment to the CONTRACTOR under the contract. Any provisions of the contract regarding final payment shall be deemed to have been complied with regardless of any delay in the CONTRACTOR'S receiving said final payment or any retainage and interest thereon from the FINANCIAL INSTITUTION.

16. The FINANCIAL INSTITUTION shall look only to the CONTRACTOR to pay any costs or fees for either its services or expenses hereunder and no deduction shall be made therefor for any retainage or interest thereon except such deduction that may be made after final payment has been made.

17. Failure of the FINANCIAL INSTITUTION to comply with any of the terms of this Agreement shall be cause for the COUNTY to refuse approval of the FINANCIAL INSTITUTION as a party to any future Trust Agreements.

IN WITNESS WHEREOF the parties to this Trust Agreement have hereunder signed and executed this Trust Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(To be dated by the COUNTY.)

**CONTRACTOR**

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR (IF JOINT VENTURE)**

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FINANCIAL INSTITUTION**

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR (IF JOINT VENTURE)**

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR (IF JOINT VENTURE)**

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COOK COUNTY  
DEPARTMENT OF TRANSPORTATION AND  
HIGHWAYS**

By: \_\_\_\_\_  
Superintendent

ATTEST: \_\_\_\_\_  
David Orr  
Clerk of Cook County



Cook County Office of the Chief Procurement Officer  
María de Lourdes Coss, Chief Procurement Officer  
County Building • 118 North Clark Street, Room 1018 • Chicago, Illinois 60602-1304 • TEL: (312) 603-5370

**2. Pre-Bid Sign-In Sheet – November 27, 2012 (2 pages)**

**Pre-Bid Sign-In Sheet - November 27, 2012**  
**69 West Washington, Room 2260 at 11:00 am**  
**Contract #12-23-432: Hintz Road - Arlington Heights Road to Elmhurst Road**  
**Contract #12-28-417 Schaumburg Road**

Attendee Name: Vic Ballesteros  
 Company Name: Truck King Hauling Contractors  
 Company Address: 4722 S Spaulding Chicago  
 Telephone: 773-847-6000  
 Fax: 773-847-6714  
 E-Mail: \_\_\_\_\_

*"Serving the Chicagoland Area"* **VICTOR BALLESTEROS**  
 Sales / Dispatcher



**4722 S. SPAULDING CHICAGO, IL 60632**  
 vballesteros@tkhcn.com  
 Cell: 708-243-7194  
 Office: 773-847-6000  
 Fax: 773-847-6714

Attendee Name: Nick Vavalle  
 Company Name: G&M Cement Construction  
 Company Address: 58 W. Commercial Dr Addison IL 60101  
 Telephone: 630 628-6208  
 Fax: 630 628-6208  
 E-Mail: gmcement@sbcglobal.net

Nick Vavalle  
Project Manager

**G&M CEMENT CONSTRUCTION, INC.**  
 Specializing In  
 Residential & Commercial Concrete Construction

58 West Commercial Road Addison, IL 60101 Ph: 630-628-6208 Fax: 630-628-6209

Attendee Name: John W.  
 Company Name: A LAMP Concrete  
 Company Address: 1900 Wright Blvd Schaumburg IL 60193  
 Telephone: 847-891-6000  
 Fax: 847-891-6100  
 E-Mail: J Moyer AT A LAMP Concrete Co

Bob Bialek

**A LAMP CONCRETE CONTRACTORS INC.**  
 Roads, Parking Lots, Parks, Driveways  
 Excavation, Sewer and Water, Concrete, Asphalt, Sod  
 Milling & Crushing

1900 Wright Boulevard Schaumburg, IL 60193 Office (847) 891-6000 ext.-104 Fax (847) 891-1873 E-mail: bbialek@alampconcrete.com

Attendee Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

{Business Card}

**Pre-Bid Sign-In Sheet – November 27, 2012**  
**69 West Washington, Room 2260 at 11:00 am**  
**Contract #12-23-432: Hintz Road – Arlington Heights Road to Elmhurst Road**  
*Contract #12-28-417 Schaumburg Road*

Attendee Name: John W.  
 Company Name: A Lamp Concrete  
 Company Address: 1900 Wright Blvd  
Schaumburg IL  
60193  
 Telephone: 847-891-6000  
 Fax: 847-891-6100  
 E-Mail: J.Moyer@ALampConcrete.com  
 Please print clearly

**Bob Biatek**

**A LAMP CONCRETE CONTRACTORS INC.**

*Roads, Bridges, Cuts, Parks, Driveways*  
*Excavation, Sewer and Water, Concrete, Asphalt, Sand*  
*Milling & Grading*

**ROADBUILDERS**

1900 Wright Boulevard Schaumburg, IL 60193      Office (847) 891-6000 ext. 104  
 Fax (847) 891-1873  
 E-mail: bbiatek@alamconcrete.com

Attendee Name: Nick Vavalle  
 Company Name: G&M Cement Construction  
 Company Address: 58 W. Commercial Dr  
Addison IL 60101  
 Telephone: 630 628-6208  
 Fax: 630 628-6209  
 E-Mail: gmcement@sbeglobal.net  
 Please print clearly

**Nick Vavalle**  
Project Manager

**G&M CEMENT CONSTRUCTION, INC.**

*Specializing in*  
*Residential & Commercial Concrete Construction*

58 West Commercial Road Addison, IL 60101      Ph: 630-628-6208  
 Fax: 630-628-6209

Attendee Name: Nick Eiler  
 Company Name: K-Five  
 Company Address: 13769 Main St.  
LeMONT, IL  
 Telephone: 630-257-5000  
 E-Mail: NICK@K-FIVE.NET  
 Please print clearly

{Business Card}

Attendee Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Please print clearly

{Business Card}

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23	4	Wages of Employees on Public Works
24	4a	Cook County Prevailing Wages
31	5	Alternate Proposal/Ordinance
32	6	Responsible Bidder Requirement (Non-Federal Aid)
33	8a	Required Disadvantaged Business Participation (DBE)
45	9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)
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COUNTY OF COOK

**CHICAGO, ILLINOIS**  
NOTICE

*TO CONTRACTORS FOR A COUNTY HIGHWAY IMPROVEMENT*

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

until 10:00 A.M. Wednesday, December 12, 2012 (Local Time) and then publicly opened and read aloud

Improvement HINTZ ROAD Township: WHEELING

From: ARLINGTON HEIGHTS ROAD To: ELMHURST ROAD

Route A54 Section: 12-A514-03-RP

Cook County Purchasing Contract No.: 12-23-432

**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 Hintz Road begins at Station 15+37, a point on the centerline of Hintz Road approximately 537.0 feet east of the centerline of Arlington Heights Road or 70 feet west of the centerline of Chapel Hill Drive and continues along the centerline of Hintz Road in an easterly direction to Station 128+64, a point approximately 32 feet west of the centerline of Elmhurst Road for a total distance of 11,327 feet of which 11,327 feet (2.145 miles) is to be improved, located in the Village of Arlington Heights, Village of City of Prospect Heights and Village of Wheeling, Wheeling Township, Cook County, Illinois.

**DESCRIPTION OF IMPROVEMENT**

This is a QC/QA project. It is the intent of this improvement to provide diamond grinding of the existing P.C.C. pavement along Hintz Road between Arlington Heights Road and Elmhurst Road, and pavement repair with P.C. Concrete Pavement 10 In. or Class B Patches 10 In., Type as required. The work also includes the removal and replacement of damaged Combination Concrete Curb and Gutter, as required, crack and joint routing and sealing, as required, median removal and replacement, as required, traffic protection, drainage repairs and adjustments, as required, pavement marking, removal and replacement of raised reflective pavement markers, and removal and replacement of traffic signal detector loops, as required, and other related road work.

**COOK COUNTY HIGHWAY DEPARTMENT  
SPECIAL PROVISION CHECK LIST**  
EFFECTIVE July 1, 2012 V 1.0  
**HINTZ ROAD**  
**ARLINGTON HEIGHTS ROAD TO ELMHURST ROAD**  
**Section: 12-A5414-03-RP**

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	1	Definition of Terms, Information for Bidders	(CC) Apr. 17, 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
	10a	Township Insurance Requirements	(CC) Apr. 18, 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) Current
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) Mar. 19, 2012
X	24	Pre-Construction Conference	(CC) Mar. 18, 1980
X	25	Mobilization	(CC) Oct. 20, 2009
	26	Not Used	
X	27	Construction Air Quality Diesel Vehicle Emissions Control (Green Construction Ordinance)	(CC) Dec. 1, 2009
X	28	Processing of Extra Work Payment Requests	(CC) May 1, 1997
	29	Construction Layout Stakes and Survey Control Points	(CC) July 1, 2012
	30	* Municipal Coordination/Transfer of Jurisdiction and/or Maintenance	(CC) July 15, 2000
X	31	Engineer's Field Office	(CC) July 1, 2012
X	32	Construction Debris	(CC) July 1, 2006
	33	*Clean Construction and Demolition Debris	(CC) July 1, 2012

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
34-44	Not Used	
	45 Portland Cement Concrete Pavement	(CC) July 1, 2012
	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 (10Inch)	(CC) Jan 1, 2008
X	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
X	53 Diamond Grinding Concrete Pavement	(CC) Jan. 1, 2007
	54 Saw Cutting 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) Mar. 1, 2008
X	59 Survey Monuments	(CC) April 1, 2008
	60 Soils Information	(CC) July 1, 2012
	61 Stockpiled Embankment	(CC) July 1, 2012
	62 Borrow Excavation	(CC) July 1, 2000
	63 Crushed Stone (Temporary Use)	(CC) Jan 1, 2008
	64 Aggregate Subgrade, (12 INCH)	(IL) Current
	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
X	69 P.C.C. Surface Finish	(CC) April 7, 2010
	70 Traffic Barrier Terminal, Type 1, Special	(IL-CC) Jan. 1, 2008
	71 *Scheduling and Landscaping	(CC) January 1, 2008
X	72 Cutting Hot-Mix Asphalt Surface	(CC) Jan. 1, 2008
X	73 Hot-Mix- Asphalt Driveway Surface Removal	(CC) July 1, 2012
	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 by the Heater Scarifying Overlay Method	(CC) July 1, 2011
	77 Treatment of Cracks	(CC) Jan. 1, 2008
	78 Strip Reflective Crack Control Treatment, Special	(CC) May 1, 2003
	79 Cold Recycled In-Place Bituminous Base Course	(CC) Oct. 1, 2009
	80 Temporary By-Pass Pavement	(CC) Jan 1, 2008
	81 Temporary By-Pass Pavement (FA)	(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 (BDE)	(IL) Current
119	Not Used	
120	Segmental Concrete Block Walls	(IL) Current
121	Temporary Soil Retention System	(IL) Current
122	Steel Structures	(CC) Nov. 21, 2007
123	Not Used	
124	Cleaning and Painting Existing Steel Structures	(IL) Current
125	Containment and Disposal of Lead Paint Cleaning Residues	(IL) Current
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) Current
129	Grating	(CC) Aug. 19, 2011
130	Silicone Bridge Joint Sealer	(IL) Current
131	Not Used	
132	Deck Slab Repair	(IL) Current
133	Bridge Deck Latex Concrete Overlay	(IL) Current
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) Current
139	Temporary Sheet Piling	(IL) Current
140	Precast Concrete Junction Chambers	(CC) Nov. 1, 2007
141	Jack and Remove Existing Bearings	(IL) Current
142	Jacking Existing Superstructure	(IL) Current
143	Junction Chamber	(CC) Jan. 1, 2007
144	Neoprene Expansion Joint Removal	(CC) Oct. 10, 1995
145	Structural Repair of Concrete	(IL) Current
146	Polymer Modified Portland Cement Mortar	(IL) Current
147	Concrete Wearing Surface for Use With Deck Beams	(IL) Current
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) July 1, 2012
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 Installation in the City of Chicago	(CC) Dec. 1, 2009
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) July 1, 2012
168	Connecting Existing Field Drain Tile	(CC) July 1, 2012
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	Not Used	
173	Manholes, Type A, with Restrictor Plate, Frames and Lids	(CC) July 1, 2012
174	Not Used	
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) July 1, 2012
	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 Duck Bill Elastomeric Check Valve	(CC) July 1, 2012
	182 Catch Basin Oil and Debris Hoods	(CC) July 1, 2012
	183 Frames and Lids to be Adjusted, Special (Pavement Recycling)	(CC) July 1, 2012
	184 Not Used	
X	185 * Cooperation With Utilities	(CC) Feb. 10, 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) July 1, 2012

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
	193	Sanitary Manholes	(CC) Dec. 21, 2009
X	194	Waterproofing of Existing Sanitary Manholes	(CC) July 1, 2012
	195-199	Not Used	
X	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) January 1, 2012
	203	Not Used	
	204	Maintaining Drainage and Stream Protection	(CC) Dec. 1, 2007
	205	Storm Water Pollution Separation System	(CC) July 1, 2012
	206	Storm Water Pollution Separation System (SPECIAL)	(CC) Dec. 1, 2007
	207	Storm Water Pollution Separation System (In-Line)	(CC) July 1, 2012
	208-210	Not Used	
	211	Seeding	(CC) Sept. 1, 2002
X	212	Sodding	(CC) Sept. 1, 2002
	213	Trees To Be Planted	(CC) Jan 1, 2008
	214	Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs	(CC) Sept. 1, 2002
	215	Planting Woody Plants	(CC) Jan. 1, 1997
	216	Seeding, Fine Fescue Blend	(CC) Jan. 1, 2007
	217	Seeding, Class 4B Modified	(CC) Jan. 1, 2007
	218-226	Not Used	
X	227	Work Zone Traffic Control Surveillance	(IL) Current
	228	Traffic Control Devices – Detour Routing	(CC) July 1, 2012
X	229	Modified Urethane Pavement Marking (BDE)	(IL) Current
	230	Sign Identification Decal	(CC) Jan. 1, 2012
X	231	Traffic Protection	(CC) July 1, 2012
	232-235	Not Used	
X	236	Project Signs Plaque	(CC) December 1, 2009
X	237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
X	238	Raised Reflective Pavement Marker	(IL-CC) July 1, 2012
	239-240	Not Used	
X	241	Traffic Signal Work General	(ILD1CC) June 1, 2012
	242	Construction at Railroad Crossing	(CC) June 1, 2012
	243	Signal Head, Optically Programmed Signal Head and Pedestrian Signal Head	(CC) June 1, 2012
	244	Light Emitting Diode (LED) Traffic Signal	(ILD1CC) June 1, 2012
	245	Light Emitting Diode (LED) Pedestrian Countdown Signal Head	(ILD1CC) June 1, 2012
	246	Traffic Signal Backplate	(ILD1CC) June 1, 2012
	247	Illuminated Sign, Light Emitting Diode	(ILD1CC) June 1, 2012

	<b>No.</b>	<b>Description</b>	<b>Origin and Date Last Revised</b>
	248	Traffic Signal Post, Pedestrian Pushbutton Post	(ILD1CC) June 1, 2012
	249	Steel Mast Arm Assembly and Pole and/or Steel Combination Mast Arm Assembly and Pole	(ILD1CC) June 1, 2012
	250	Traffic Actuated Controller, Traffic Actuated Controller with Cabinet, Inductive Loop Detector	(ILD1CC) June 1, 2012
	251	Master Controller	(ILD1CC) June 1, 2012
X	252	Detector Loop	(ILD1CC) June 1, 2012
	253	Video Detection System For Temporary Traffic Signal Installation	(CC) June 1, 2012
	254	Pedestrian Pushbutton	(ILD1CC) June 1, 2012
	255	Conduit	(IL-CC) June 1, 2012
X	256	Coilable Non-Metallic Conduit	(ILD1CC) June 1, 2012
	257	Not used	
	258	Electric Cable	(ILD1CC) June 1, 2012
	259	Railroad Interconnect Cable	(ILD1CC) June 1, 2012
	260	Fiber Optic Cable	(ILD1CC) June 1, 2012
	261	System Ground and Grounding Cable	(ILD1CC) June 1, 2012
	262	Grounding Existing Handhole Frame and Cover	(ILD1) Current
	263	Service Installation, Pole Mounted	(ILD1CC) June 1, 2012
	264	Service Installation, Ground Mounted	(ILD1CC) June 1, 2012
	265	* Electric Service	(CC) June 1, 2012
	266	Handhole	(ILD1CC) June 1, 2012
	267	Rebuild Existing Handhole, Rebuild Existing Heavy Duty Handhole, Rebuild Existing Double Handhole	(CC) June 1, 2012
	268	Concrete Foundation	(ILD1CC) June 1, 2012
	269	Modify Existing Type "D" Foundation	(CC) June 1, 2012
	270	Remove Existing Traffic Signal Equipment	(ILD1CC) June 1, 2012
	271	Temporary Traffic Signal Installation	(ILD1CC) June 1, 2012
X	272	Maintenance of Existing Traffic Signal Installation	(ILD1CC) June 1, 2012
	273	Emergency Vehicle Priority System	(ILD1CC) June 1, 2012
	274	Relocate Existing Emergency Vehicle Priority System, Detector Unit	(CC) June 1, 2012
	275	Relocate Existing Emergency Vehicle Priority System, Phasing Unit	(CC) June 1, 2012
	276	Confirmation Beacon System	(CC) June 1, 2012
	277	Re-Optimize Traffic Signal System	(ILD1CC) June 1, 2012
	278	Optimize Traffic Signal System	(ILD1CC) June 1, 2012
	279	Median Removal and Replacement	(CC) June 1, 2012
	280	Sidewalk Removal and Replacement	(CC) June 1, 2012
	281	Relocate Existing Light Standard and Luminaire Complete in Place	(CC) June 1, 2012
	282	Maintenance Of Lighting System	(ILD1CC) June 1, 2012
	283	City Electric Manholes to be Adjusted	(CC) June 1, 2012

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
284	Uninterruptible Power Supply (UPS)	(ILD1CC) June 1, 2012
285	Traffic Signal Cabinet Load Switch	(CC) June 1, 2012
286	Temporary Traffic Signal Timings	(ILD1CC) June 1, 2012
287	Combination Lighting and Traffic Signal Service Installation, Pole Mounted	(CC) June 1, 2012
288	Illuminated Street Name Sign	(ILD1CC) June 1, 2012
289	Relocate Existing Illuminated Street Name Sign	(CC) June 1, 2012
290	Video Detection System, Single Camera Processor Video Detection	(CC) June 1, 2012
291	Video Detection System, Complete Intersection	(CC) June 1, 2012
292	Not Used	
293	Uninterruptible Power Supply Without Cabinet	(CC) June 1, 2012
294	Modifying Existing Controller Cabinet	(ILD1CC) June 1, 2012
295-300	Not Used	

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

- 004a Cook County Prevailing Wages
- 185a Status of Utilities to be Adjusted
- 400 Special Provision for Crack and Joint Routing and Sealing
- 401 Special Provision for Scheduling
- 402 Special Provision Sealing Existing Transverse Joints

**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) Apr. 20,, 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	
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) Feb. 14, 2012
*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) Current	Initiated by Illinois Department of Transportation
(ILD1) Current	Initiated by Illinois Department of Transportation District 1
(IL-CC)	Initiated by the Illinois Department of Transportation and amended by Cook County Highway Department
(ILD1-CC)	Initiated by Illinois Department of Transportation District 1 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 ftp13st).

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.)</b>	
DBE Participation Plan	1 copy
<b>(Note: If original cannot be provided a copy is acceptable.)</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.)</b>	
Petition for Reduction/Waiver of DBE Participation Goals	1 original
Contractor Certifications	1 original
Economic and Other Required Disclosures 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 copy
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
Surety Statement of Qualifications	1 original

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

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

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, November 27, 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 November 2012

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
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		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	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		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	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		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	15.70	10.55	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	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.800	43.300	2.0	2.0	2.0	12.86	15.61	0.000	0.500
PAINTER		ALL		40.000	44.750	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		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
PIPEFITTER		BLD		45.050	48.050	1.5	1.5	2.0	8.460	14.85	0.000	1.780
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.080	8.220	0.000	0.430
SHEETMETAL WORKER		BLD		40.810	44.070	1.5	1.5	2.0	10.13	17.79	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	10.25	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	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
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	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

## Legend:

RG (Region)  
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
 OSA (Overtime (OT) 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)  
 Pnsn (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 Turntrailers 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 turnapulls 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 inoperable, 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.

Labourers - 2-76-96

Operators - 150

Cement Masons - 502-803-11

Teamsters - 731-786

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 **18%** 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  
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  
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 complied under 7b above.
- f) Disseminate the contractor's eeo policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its eeo obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company eeo policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's eeo policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the contractor's eeo policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's eeo policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notifications such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k) Validate all tests and other selection requirements here there is an obligation to do so under 41 cfr part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and

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

specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the executive order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 cfr 60-4.8.

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

**SPECIAL PROVISION  
FOR  
INSURANCE REQUIREMENTS**

**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 \$500,000 each accident</p> <p>Bodily Injury by Disease \$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*.



N/A

- 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.

N/A



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

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

**Firm #1**

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

**Firm #2**

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

**Firm #3**

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

**Instructions:**

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

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

NA

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 12-7-12

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 at 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  
MOBILIZATION**

This Special Provision amends the provisions of Article 671 of the Standard Specifications for Road and Bridge Construction and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

671 Mobilization. Revise the Article to read:

671.01 Description. This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of offices, buildings, and other facilities necessary for work on the project; and for all other work or operations which must be performed or costs incurred when beginning work on the project.

671.02 Basis of Payment. Upon execution of the contract and a written letter from the Contractor requesting mobilization, three percent of the total contract bid will be paid as the original mobilization payment. The three percent will be recovered according to the following schedule.

- 1) When 10 percent or more of the original contract amount is earned, 1/5 of the original mobilization payment will be deducted from the current pay voucher.
- 2) When 20 percent or more of the original contract amount is earned, a cumulative 2/5 of the original mobilization payment will be deducted from the current pay voucher.
- 3) When 30 percent or more of the original contract amount is earned, a cumulative 3/5 of the original mobilization payment will be deducted from the current pay voucher.
- 4) When 40 percent or more of the original contract amount is earned, a cumulative 4/5 of the original mobilization payment will be deducted from the current pay voucher.
- 5) When 50 percent or more of the original contract amount is earned, the remaining balance of the original mobilization payment will be deducted from the current pay voucher.

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

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

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

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

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

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

Basis of Payment. Any costs associated with compliance with this special provision and the Green Construction Ordinance shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

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

09-0-36

ORDINANCE

Sponsored by

THE HONORABLE TODD H. STROGER, PRESIDENT

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

COUNTY COMMISSIONERS

Co-Sponsored by

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

JOSEPH MARIO MORENO, DEBORAH SIMS, ROBERT B. STEELE

AND LARRY SUFFREDIN, COUNTY COMMISSIONERS

COOK COUNTY GREEN CONSTRUCTION ORDINANCE

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

**ARTICLE IX. GREEN CONSTRUCTION**

**Sec. 30-950. Board of Commissioners findings.**

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

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

#### **Sec. 30-951. Definitions.**

**CARB** means the California Air Resources Board.

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

**Department** means the Cook County Department of Environmental Control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**US EPA** means the United States Environmental Protection Agency.

**Verified diesel emission control device** means:

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

**Sec. 30-952. Emission reduction.**

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

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

#### **Sec. 30-953. Costs.**

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

#### **Sec. 30-954. Compliance.**

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

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

**Sec. 30-955. Enforcement.**

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

**Sec. 30-956. Regulations.**

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

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of May 2009.

TODD H. STROGER, President

Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk.

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

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

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

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

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

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

- (i) A minimum of two communication paths. The configuration shall include:
- (1) Internet Connection. A commercial grade internet service connection using telephone DSL, cable broadband or CDMA wireless technology with a MINIMUM bandwidth of 768 kbs. Additionally, an 802.11 g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department Staff. All costs related with equipment, installation, maintenance and service shall be included.

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

Mo Al-Khouja  
Cook County Administration Building  
Room 2400  
69 West Washington Street  
Chicago, Illinois 60602-3007  
Work: (312) 603-1753  
E-mail: M.Al-Khouja@cookcountyl.gov

- (2) Telephone Lines. Three separate telephone lines with voicemail shall be provided.
- (j) One digital copy machine with an automatic feed tray storing at least 30 sheets of paper, capable of reproducing prints as black lines on white paper up to 11 x 17 in. (280 x 432 mm) in size. Reproduction paper (8.5 x 11 in., 8.5 x 14 in., and 11 x 17 in.) shall be supplied to the satisfaction of the Engineer. Maintenance, activating agent and power source for the copy machine shall be included.

The digital copy machine shall also be capable of scanning to / printing from a computer and faxing over a telephone line. All cables, support equipment, software, installation and technical support required to make and keep the equipment operational for up to four computers shall be included.

The digital copy machine, software and support equipment must be compatible with the most current version of Windows operating system.

- (k) One electric hot and cold water dispenser. 5 gallon and 0.5 liter bottles of water shall be supplied to the satisfaction of the Resident Engineer.
- (l) One electric paper shredder capable of shredding a minimum 15 sheets at a time.

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

- (m) Three (3) new cellular phones with the capacity for both cellular call and two (2) way communication (Nextel or equal), established voice mail, hands free adaptors, belt clips and car adaptors. These cellular phones will be for exclusive use by the Engineer and the Engineer's support staff. All of the cellular phones and services must be compatible with each other. Maintenance and operating costs of the cellular phones shall be included.
- (n) One digital camera with 8 megapixel minimum resolution, batteries to operate the camera, USB cable, minimum 8 GB memory card and digital camera case.
- (o) A new upright bagless vacuum cleaner with a hepa-filter 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 for the field office shall be provided.
- (p) The following items are suggested office and field supplies. These items are subject to revision by the Resident Engineer, must be coordinated with the Resident Engineer prior to purchase, and shall be furnished to the satisfaction of the Resident Engineer prior to commencement and for the duration of the project.

If no pay item for Engineer's Field Office is included in the contract or used by the Department, the following items shall be incidental to the contract.

These items will not be returned at the conclusion of the contract.

**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 Compact Desk Calendar Base and Calendar Refill 3" x 3 ¾" or equivalent	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 1/2"	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 1/2" x 11"	6 Each
Paper, Standard Canary Letter Pads, 6 Count, 8 1/2" x 11 3/4"	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

**FIELD:**

Ruler, 6 ft., inch/tenth	6 Each
Tape, 100 ft., Fiberglass with Handle	1 Each
Tape, 25 ft. inch/tenth, Retractable, Lufkin or equivalent	2 Each
Wheel, Measuring English	1 Each

The estimated cost for office and field supplies shall be as follows:

	<u>Bid Amount</u>	<u>Approximate Cost</u>
Up to	\$1,000,000	\$ 625
\$1,000,000	\$3,000,000	\$ 750
\$3,000,000	\$5,000,000	\$ 875
Over	\$5,000,000	\$1,000

**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  
DOWEL BARS**

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current IDOT Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list."

Basis of Payment. Dowel Bars required for Pavement Patching or placement of P.C. Concrete Pavement will NOT be paid for separately. The cost of the dowel bars will be included in the cost for the respective pavement replacement item. Contraction joints requiring the use of dowel bars will be located at the direction of the Engineer and placed in accordance with the applicable Illinois Department of Transportation Standard or Specification as well as any other note, detail or standard contained in the project plans and specifications.

**SPECIAL PROVISION  
FOR  
DIAMOND GRINDING CONCRETE PAVEMENT**

Description. This work involves grinding an existing PCC pavement surface for profile improvement, for use as a traffic surface, using a diamond grinder. Grinding and texturing shall be performed at the locations shown in the contract documents.

Grinding shall not extend across bridges unless specifically designated.

Equipment. Grinding operations will utilize diamond blades mounted on a self propelled machine designed for grinding and texturing pavement. The equipment shall be such that it will not cause strain or damage to the underlying surface of the pavement. Grinding equipment that causes ravels, aggregate fractures, spalls, or disturbance to the transverse or longitudinal joints will not be permitted. Vacuuming equipment for removal of residue and excess water shall be used. The equipment will have a positive means of extracting the slurry material from the pavement and for preventing dust from escaping into the air.

Preconstruction Information. Prior to construction a set of cores from within the project limits may be available for the contractor to examine and perform any tests on. The cores may be available at the Cook County Highway Department's Maintenance District 3, Material Testing Office.

Construction. Pavement surface repair (diamond grinding) shall consist of grinding and texturing the entire surface of the pavement in a longitudinal direction. The area ground shall not be left slick or polished. Substantially the entire surface area of the pavement shall be ground and textured until the pavement surface on both sides of the transverse joints and all cracks are in the same plane and meet the smoothness required. In each lane, at least 95 percent of the area in each 100 foot section shall have a newly ground surface. Except at joints and cracks, grinding shall not exceed ½ inch in depth. The ground surface shall be of uniform texture.

Grinding shall be discontinued when there is danger of water freezing.

Reflective Pavement Markers (RPM) are to be removed prior to the grinding operation. New RPM will be installed after completion of the grinding. Pay items have been included for removal and installation of RPM.

For multiple passes, the equipment shall be carefully controlled to minimize the overlap. Overlaps shall not exceed approximately 1 inch.

When more than one grinding machine is used in the same travel lane, the blade segment thickness, blade spacings, and blade diameter shall be similar so that the texture of the ground surface is reasonably uniform across the lane.

Grinding shall result in a parallel corduroy type texturing consisting of grooves between 2 millimeters and 3 millimeters wide. The distance between grooves shall be between 2 millimeters and 3 millimeters. The peaks of the ridge shall average approximately 2 millimeters higher than the bottom of the grooves. The finished texture shall be uniform. The transverse slope of the pavement shall be uniform to a degree that no depressions or misalignment of slope greater than 3 millimeters in 3 meters exists when tested with a 3

meter straightedge. Straightedge requirements do not apply across longitudinal joints or outside ground areas. Adequate cross slope drainage must result after grinding so that no ponding of water exists.

When included as part of the contract; Pavement patching (including pavement replacement for drainage and utilities), curb and gutter removal and replacement, median removal and replacement, structure adjustments, dowel retrofit, pavement widening and removal of raised reflective pavement markers shall all be done prior to diamond grinding. Joint sealing, reinstallation of raised reflective pavement markers, replacement of survey markers or monuments and permanent pavement striping must be done after diamond grinding. The Engineer will direct the timing of work for detector loop installation.

Limitations. Lane closures necessary to accomplish this work shall be shown in the contract documents, or as directed by the Engineer. The entire roadbed shall be opened to traffic at the end of the working period. Uncompleted sections may be opened to traffic without completion of grinding across an entire lane.

Removal of all slurry or residue resulting from the grinding operations shall be continuous and shall not be deposited on the slab or shoulder. Pavement and paved shoulders must be left in a clean condition.

Disposal of grinding residue shall meet the following requirements:

- 1) At no time will the grinding residue be allowed to enter a closed drainage system. The Contractor is responsible for providing suitable means to restrict the infiltration of the grinding residue into the closed drain system at no additional cost.
- 2) The Contractor will be responsible for hauling the grinding residue to a suitable location at no additional cost.
- 3) Residue will not spread within 30 meters of any natural stream or lake.
- 4) Residue will not spread within 1.5 meters of a water filled ditch.
- 5) The spread rate will not generate surface runoff. The Contractor will haul the grinding residue to a suitable location when surface runoff occurs at the grinding location at no additional cost.
- 6) Residue shall not be permitted to flow across lanes occupied by public traffic.

The Contractor shall obtain approval of the spreading/disposal method from the Engineer prior to beginning the grinding operation.

Pavement Markings. Temporary Pavement Marking Tape, Type III Line shall be installed on the pavement according immediately after permanent markings have been ground away. This is required on a daily basis when diamond grinding operations occur. Temporary pavement markings shall be installed according to Section 703 of the Standard Specifications for Road and Bridge Construction.

#### Measurement and Payment.

Diamond Grinding Concrete Pavement will be measured by area in square yards. Pay areas will include the final textured surface area. Minor areas of untextured pavement will be included in the measurement. Minor areas shall total no more than 5 percent of the designated area to be textured.

The work of collection, hauling and spreading of the grinding residue is included in the contract unit price for Diamond Grinding Concrete Pavement. Payment for additional passes or regrinding to meet ride quality requirements will not be paid for separately.

The completed work as measured for Diamond Grinding Concrete Pavement will be paid for at the contract Unit Bid Price per Sq. Yd. of Diamond Grinding Concrete Pavement.

The cost for Temporary Pavement Marking Tape, Type III Line will be considered incidental to the cost of Traffic Protection.

**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  
P.C. CONCRETE SURFACE FINISH**

All P.C. Concrete Pavement shall have a Type B final finish as specified in Article 420.09 (e)(2) of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
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  
UTILITIES TO BE ADJUSTED  
HINTZ ROAD  
ARLINGTON HEIGHTS ROAD TO ELMHURST ROAD  
SECTION: 12-A5414-03-RP**

**The following agencies have facilities within the project limits:**

**Commonwealth Edison Company**

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

**Village of Buffalo Grove**

51 Raupp Boulevard  
Buffalo Grove, IL 60089  
Attn: Gregory Boysen  
Director of Public Works  
(847) 259-2547

**AT&T**

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  
(630) 388-3830

**Village of Wheeling**

77 W. Hintz Road  
Wheeling, IL 60090  
Attn: Anthony Stavros  
(847) 279-6900

**Northwest Water Commission**

1525 N. Wolf Road  
Des Plaines, IL 60016  
Attn: Robert Toaben  
(847) 635-0777

**City of Prospect Heights**

8 N. Elmhurst Road  
Prospect Heights, IL 60070  
Attn: Mark Toberman  
(847) 398-6070

**AT&T Local Network Solutions**

4513 Western Avenue, Room 227  
Lisle, IL 60532  
Attn: Bobby Akhter  
(630) 719-1483

**Village of Arlington Heights**

33 S. Arlington Heights Road  
Arlington Heights, IL 60005  
Attn: Scott Shirley  
(847) 368-5808

**Hintz Road (Contd.)****Wide Open West**

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

**Old Town Sanitary District**

1845 E. Rand Road, Suite 111  
Arlington Heights, IL 60004  
Attn: Vito Badalamenti  
(847) 392-5363

**Metropolitan Water Reclamation  
District of Greater Chicago**

100 East Erie Street  
Chicago, IL 60611  
Attn: Kenneth Kits  
Director of Engineering  
(312) 751-7905

**Unite Private Networks LLC**

950 West State Route 92, Suite 203  
Kearney, MO 64060-8887  
Attn: Steve Morgan  
(816) 520-3497

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

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

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

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