

**NOTICE TO BIDDERS,
SPECIFICATIONS, CONTRACT
AND CONTRACT BOND**

**FOR
HIGHWAY IMPROVEMENT
County of Cook, Illinois**



John Yonan, P.E.
Superintendent of Highways

Maria de Lourdes Coss, CPPO
Chief Procurement Officer

Toni Preckwinkle
Cook County Board President

Letting: February 8, 2012

SECTIONS: 11-W3841-04-RS & 11-05543-02-BR on Route No's. W38 & 055

Known as Group 1 - 2012

- Harms Road-Golf Road To East Lake Avenue
- Green Bay Road And The Union Pacific Railroad Over The Kenilworth Pedestrian Underpass (Southeast Of Cumberland Avenue)

Cook County Purchasing Contract No.: 12-28-014

NOTICE TO PROSPECTIVE BIDDERS

BIDDERS MUST RETURN THE ENTIRE PROPOSAL

Bid Submitted by:

Bid Bond is included

A Cashier's Check or a Certified Check is Included

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

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

City Mt. Prospect State IL Zip Code 60056

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1 st Dist.	Bridget Gainer	10 th Dist.
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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

February 2, 2012

ADDENDUM No. 1

GROUP 1 – 2012

Harms Road – Golf Road to East Lake Avenue
Section #11-W3841-04-RS on Route W38
and

Green Bay and the Union Pacific Railroad over the Kenilworth Pedestrian
Underpass (Southeast of Cumberland Avenue)
Section #11-05513-02-BR on Route 055

Contract Document #12-28-014

This Addendum No. 1 provides for revision to the following documents. Please use these pages in your bid. Please acknowledge this Addendum No. 1 in your bid.

1. Definition of Terms/Information to Bidders (4 pages)

- Surety Bond deleted from list of required documents post-bid

2. Economic Disclosure Statement

- Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements (2 pages)
(Note: Language was inserted to bring to present tense so it can be submitted with bid.)
- Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements (1 page)
(Note: Language was inserted to bring to present tense so it can be submitted with bid.)

3. Disadvantaged Business Enterprise Participation (DBE) Special Provision

- Deleted language using forms SBE 2025 and SBE 2026 (12 pages)



4. Insurance Requirements

- **Special Provision for Construction at Railroad Crossing**
Add to bid document (2 pages)
- **Special Provision for Railroad Protective Liability Insurance**
Add to bid document (1 page)
- **Special Provision for Insurance Requirements**
Change from ten days to 14 days in providing requirements (2 pages)

5. Summary of Quantities and Schedule of Prices

- **Summary of Quantities**
Revised quantities Sheet No. 2R (1 page)
- **Schedule of Prices**
Revised price page 218R (1 page)

1. Definition of Terms/Information to Bidders

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

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

SPECIFICATIONS. The specifications herein referred to are the Standard Specifications for Road and Bridge Construction, Supplemental Specifications, the special provisions and all written agreements and documents of any description pertaining to the method or manner of performing the work and the quantity or quality of materials to be furnished under the contract. The Standard Specifications for Road and Bridge Construction are those prepared by the Department of Transportation of the State of Illinois, adopted January 1, 2012. The Supplemental Specifications are those prepared by the Department of Transportation of the State of Illinois.

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

ABOUT REQUESTS FOR PLANS & PROPOSALS

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

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

INFORMATION for BIDDERS

- 1) If the prospective bidder is in doubt as to the meaning of any part of the plans, specifications of other proposed contract documents, they may submit a written clarification to the Chief Procurement Officer (CPO) for an interpretation thereof. The prospective bidder submitting the request will be responsible for the prompt delivery to the Chief Procurement Officer. Any interpretation of the proposal documents will be made by an addendum duly issued through the Cook County Purchasing website.
- 2) An estimate of quantities of work to be done and material to be furnished under the specifications will be found in the Schedule of Prices. It is the result of calculations and is given as a basis for a comparison of bids and award of a contract.
- 3) The bidder should include in the bid price in his bid for any taxes such as Occupational, Social Security, Unemployment Compensation, etc., which he might be required to pay in connection with the construction of the proposed improvement. The County of Cook will not reimburse the Contractor for the payment of any such taxes.
- 4) The Board of County Commissioners for the County of Cook reserves the right to reject any or all bids and to waive technicalities of form. Bids may be rejected if current work being performed for the County of Cook by the bidder has been unsatisfactory from the standpoint of workmanship or progress, or if the contractor has been awarded work by others subsequent to the issuance of the bid, which may, in the judgement of said Board of County Commissioners of Cook County endanger the prompt completion of the proposed improvement.
- 5) The bidder shall include in his bid a Bid Guarantee in accordance with provisions contained in the proposal form. The return of the bid guarantee will be in accordance with provisions contained in the bid form.
- 6) The bidder who submits the bid accepted by said Board of Cook County Commissioners shall execute a contract and furnish a satisfactory Surety Bond in the amount of one hundred percent (100%) of the contract price within **fourteen (14) days** after receiving notice of acceptance. Such acceptance being contingent upon the fulfillment of this requirement by said bidder. Failure on the part of said bidder to so execute a Contract and Surety Bond shall be considered just cause for the forfeiture of the bid guaranty as payment of liquidated damages sustained by the County of Cook as the result of such, and the annulment of acceptance of the proposal.
- 7) If bidder is submitting a bid as a Joint Venture, bidder shall complete the County's Joint Venture Forms and shall submit such Joint Venture Forms **when the bid is submitted**. Bidder is reminded that compliance with the Assumed Business Name Act (805 ILCS 405/1 et seq.) is required of all Joint Ventures.

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

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

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

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

DBE Participation Plan	1 original
Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant	1 original

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

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

2. Economic Disclosure Statement

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

To Contractor:

Date: _____
 Project Number: _____
 Project Name _____

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

- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

4. He certifies that:

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

(b) The undersigned is (check one):

- _____ Sole Proprietorship
- _____ Partnership
- _____ Corporation
- _____ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

NAME	ADDRESS	TRADE CLASSIFICATION
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATE _____

CONTRACTOR
X _____
SIGNATURE

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

(Section 6)

To Contractor:

Date: _____
Project Number: _____
Project Name: _____

1. The undersigned, if awarded a contract with _____
_____ (Contractor)
_____ for _____
_____ Nature of Work)
_____ in the amount of \$ _____ in the construction of the above-identified project,
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

3. The workmen will report for duty on _____
(Date)

4. He certifies that:

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

(b) The undersigned is (check one):

- _____ Sole Proprietorship
- _____ Partnership
- _____ Corporation
- _____ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBCONTRACTOR

DATE _____

3. Disadvantaged Business Enterprise Participation (DBE) Special Provision

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 12% 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.

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 if 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 it 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 or supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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, then 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, 5th 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

009 (IL-CC)
Required Disadvantaged Business Participation

January 30, 2012
9 Page(s) Total

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
773-252-5211
773-252-7065 (FAX)

Mr. Frank Aguilar, President
Little Village 26TH Street Area Chamber of Commerce.
3610 West 26TH 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 50TH Street
Chicago, IL 60615
773-373-3366
312-373-3571 (FAX)

Mr. Miguel Noguerras, 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

009 (IL-CC)
Required Disadvantaged Business Participation

January 30, 2012
9 Page(s) Total

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

Cook County Departments

Cook County Chief Procurement Office
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 – 23rd floor
Chicago, Illinois 60602

4. Insurance Requirements

**SPECIAL PROVISION
FOR
CONSTRUCTION AT RAILROAD CROSSING**

Prior to the start of work, the Contractor is required to contact the railroad as listed below for requirements pertaining to construction in the vicinity of its existing railroad crossing.

The following is a preliminary summary of the requirements obtained by the County from the Railroad, including approximate costs to the contractor.

- 1) Prior to the start of any work the contractor is required to obtain, from the Railroad, a Right-Of-Entry Agreement with the Railroad. Cost = \$545.00

The Railroad official to be contacted is:

NAME: John Hertzler

PHONE: (402) 544-8801

DOT CROSSING NUMBER:

- 2) The Contractor is required to use Railroad flagmen during construction. Approximate Cost = \$600 per day per flagman.
- 3) The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications. The limits of liability shall be in accordance with Article 107.11 of the Standard Specifications unless otherwise noted. A separate policy is required for each railroad indicated below unless otherwise noted.

NAMED INSURED	NUMBER AND SPEED OF FREIGHT TRAINS	NUMBER AND SPEED PASSENGER TRAINS
Union Pacific Railroad Company 1400 Douglas Street, Stop 1870 Omaha, NE 68179-1870	N/A	N/A
DOTVAAR No.:176553J RR Division: Chicago		RR mile Post: 15.2 RR Subdivision: Kenosha
For Freight/Passenger Information Contact: John Venice For Insurance Information Contact: Kathy Nessor For Right of Entry Permit Contact: John Hertzler		Phone: (312) 777-2043 Phone: (402) 544-8549 Phone: (402) 544-8801

APPROVAL OF INSURANCE: The ORIGINAL and one CERTIFIED copy of each required policy shall be submitted to the Resident Engineer for approval. The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Resident Engineer evidence that the required Railroad Protective Liability Insurance has been approved by the railroad(s). The Contractor shall also provide the Resident Engineer with the expiration date of each required policy.

The cost to the contractor for payments to the Railroad for all required permits, insurance, flagmen, cable locates, and any other requirements as dictated by the Railroad, shall be incidental to the contract. The County will not reimburse the contractor for these costs, and no additional compensation will be allowed.

Prior the start of work, the contractor shall present proof, to the County, of fulfilling the Railroad's permit and insurance requirements.

**SPECIAL PROVISION
FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**

The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications. The limits under this Special Provision are to be not less than \$5,000,000.00 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000.00 over the life of the policy.

NAMED INSURED	NUMBER AND SPEED OF FREIGHT TRAINS	NUMBER AND SPEED PASSENGER TRAINS
Union Pacific Railroad Company 1400 Douglas Street, Stop 1870 Omaha, NE 68179-1870	N/A	N/A
DOT/AAR No.:176553J RR Division: Chicago		RR mile Post: 15.2 RR Subdivision: Kenosha
For Freight/Passenger Information Contact: John Venice For Insurance Information Contact: Kathy Nessor For Right of Entry Permit Contact: John Hertzler		Phone: (312) 777-2043 Phone: (402) 544-8549 Phone: (402) 544-8801

Basis of Payment - The costs for providing insurance, as noted above, will be paid for as the contract unit price per lump sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

Approval of Insurance – Within fourteen (14) calendar days of notice of award, The **ORIGINAL AND ONE CERTIFIED** copy of each required policy shall be submitted for approval, when applicable.

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

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.

1. 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:

• Worker's Compensation	Statutory Limits
• Employer's Liability	Not less than
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee

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

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.

5. Summary of Quantities and Schedule of Prices

ITEM NUMBER	TOTAL QUANTITY	UNITS	PAY ITEM
1	25	CU.YD.	EARTH EXCAVATION
2	133	SQ.YD.	SODDING, SALT TOLERANT
3	2	UNIT	SUPPLEMENTAL WATERING
4	133	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN
5	300	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 2 IN
6	25	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 4 IN
7	1200	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN
8	70	TON	AGGREGATE (PRIME COAT)
9	17200	GAL.	BITUMINOUS MATERIALS (PRIME COAT)
10	570	FOOT	CUTTING HOT-MIX ASPHALT SURFACE (PARTIAL DEPTH)
11	4300	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70
12	3145	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70
13	1950	TON	LEVELING BINDER (MACHINE METHOD) MIX "C", IL-9.5, N50
14	232	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4 IN
15	33980	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4 IN
16	110	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 IN
17	615	FOOT	TEMPORARY BUTT JOINTS
18	300	FOOT	COMBINATION CURB AND GUTTER REMOVAL
19	2200	SQ.YD.	DRIVEWAY PAVEMENT REMOVAL
20	205	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN
21	25	SQ.FT.	SIDEWALK REMOVAL
22	45	SQ.YD.	CLASS B PATCHES, TYPE I, 10 IN
23	285	SQ.YD.	CLASS B PATCHES, TYPE II, 10 IN
24	210	SQ.YD.	CLASS B PATCHES, TYPE III, 10 IN
25	30	SQ.YD.	CLASS B PATCHES, TYPE IV, 10 IN
26	255	SQ.YD.	CLASS D PATCHES, TYPE I, 9 IN
27	2760	SQ.YD.	CLASS D PATCHES, TYPE II, 9 IN
28	1940	SQ.YD.	CLASS D PATCHES, TYPE III, 9 IN
29	155	SQ.YD.	CLASS D PATCHES, TYPE IV, 9 IN
30	2720	POUND	CRACK FILLING
31	8160	FOOT	CRACK ROUTING AND SEALING
32	17	TON	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS
33	200	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12
34	100	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24
35	15	EACH	INLET AND PIPE PROTECTION
36	5	FOOT	TEMPORARY DITCH CHECKS
37	17	EACH	INLET FILTER
38	8	EACH	ABOVE GRADE INLET FILTERS
39	200	FOOT	PERIMETER EROSION BARRIER

ITEM NUMBER	TOTAL QUANTITY	UNITS	PAY ITEM
40	200	FOOT	GRADING AND SHAPING DITCHES
41	2	EACH	FRAMES AND LIDS TO BE ADJUSTED
42	20	EACH	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL
43	7	EACH	WATERPROOFING SANITARY FRAMES AND LIDS TO BE ADJUSTED, SPECIAL
44	17	EACH	CLEANING EXISTING CATCH BASINS
45	5	EACH	CLEANING EXISTING MANHOLES
46	50	FOOT	CLEANING EXISTING PIPE CULVERTS, 12 IN
47	50	FOOT	CLEANING EXISTING PIPE CULVERTS, 15 IN
48	100	FOOT	CLEANING EXISTING PIPE CULVERTS, 18 IN
49	100	FOOT	CLEANING EXISTING PIPE CULVERTS, 24 IN
50	100	FOOT	CLEANING EXISTING STORM SEWERS, 6 IN
51	220	FOOT	CLEANING EXISTING STORM SEWERS, 12 IN
52	990	FOOT	DETECTOR LOOP, TYPE I
53	200	FOOT	EPOXY CRACK INJECTION
54	2300	SQ.FT.	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN)
55	600	SQ.FT.	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN)
56	100	POUND	REINFORCEMENT BARS, EPOXY COATED
57	430	SQ.YD.	CONCRETE METHACRYLATE SEALER
58	9	SQ.YD.	FIBER REINFORCED POLYMER
59	10	EACH	HANDRAIL SUPPORT BRACKETS
60	100	SQ.FT.	UNIT MASONRY
61	8	SQ.YD.	BRIDGE DECK THIN POLYMER OVERLAY, 3/8 IN
62	8	SQ.YD.	CONCRETE BRIDGE DECK SCARIFICATION, 3/8 IN
63	4	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION
64	1	L.SUM	TRAFFIC PROTECTION
65	700	SQ.FT.	ERADICATION OF EXISTING PAVEMENT MARKING
66	15400	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN
67	300	EACH	RAISED REFLECTIVE PAVEMENT MARKER
68	260	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL
69	420	SQ.FT.	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS
70	34100	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN
71	1650	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 6 IN
72	3100	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 8 IN
73	1350	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 12 IN
74	250	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 24 IN
75	6	CAL.MO.	ENGINEER FIELD OFFICE, TYPE A
76	2	EACH	SURVEY MONUMENTS

Contractor Name: _____

GROUP 1-2012

HARMS RD-GOLF RD TO LAKE AVE; GREENBAY RD & UNION PACIFIC RR OVER KENILWORTH PEDESTRIAN UNDERPASS

SCHEDULE OF PRICES

11-W3841-04-RS & 11-05543-02-BR

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	25	CU.YD.	EARTH EXCAVATION	\$ -	\$ -
2	133	SQ.YD.	SODDING, SALT TOLERANT		
3	2	UNIT	SUPPLEMENTAL WATERING		
4	133	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN		
5	300	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 2 IN		
6	25	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 4 IN		
7	1,200	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN		
8	70	TON	AGGREGATE (PRIME COAT)		
9	17,200	GAL.	BITUMINOUS MATERIALS (PRIME COAT)		
10	570	FOOT	CUTTING HOT-MIX ASPHALT SURFACE (PARTIAL DEPTH)		
11	4,300	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70		
12	3,145	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70		
13	1,950	TON	LEVELING BINDER (MACHINE METHOD) MIX "C", IL-9.5, N50		
14	232	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4 IN		
15	33,980	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4 IN		
16	110	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 IN		
17	615	FOOT	TEMPORARY BUTT JOINTS		
18	300	FOOT	COMBINATION CURB AND GUTTER REMOVAL		
19	2,200	SQ.YD.	DRIVEWAY PAVEMENT REMOVAL		
20	205	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN		
21	25	SQ.FT.	SIDEWALK REMOVAL		
22	45	SQ.YD.	CLASS B PATCHES, TYPE I, 10 IN		
23	285	SQ.YD.	CLASS B PATCHES, TYPE II, 10 IN		
24	210	SQ.YD.	CLASS B PATCHES, TYPE III, 10 IN		
25	30	SQ.YD.	CLASS B PATCHES, TYPE IV, 10 IN		
26	255	SQ.YD.	CLASS D PATCHES, TYPE I, 9 IN		
27	2,760	SQ.YD.	CLASS D PATCHES, TYPE II, 9 IN		
28	1,940	SQ.YD.	CLASS D PATCHES, TYPE III, 9 IN		
29	155	SQ.YD.	CLASS D PATCHES, TYPE IV, 9 IN		
30	2,720	POUND	CRACK FILLING		

(CONTINUED ON NEXT PAGE)

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

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

February 3, 2012

ADDENDUM No. 2

GROUP 1 – 2012

Harms Road – Golf Road to East Lake Avenue
Section #11-W3841-04-RS on Route W38
and

Green Bay and the Union Pacific Railroad over the Kenilworth Pedestrian
Underpass (Southeast of Cumberland Avenue)
Section #11-05513-02-BR on Route 055

Contract Document #12-28-014

This Addendum No. 2 provides for revision to the following documents. Please use these pages in your bid. Please acknowledge previously issued Addendum No. 1 and this Addendum No. 2.

1. Schedule of Prices (SOP)

Added pay item for Railroad Protective Liability Insurance Lump Sum (3 pages)

2. Schedule of Quantities (SOQ)

Revised to include RR Insurance line item Sheet 2R2 (1page)



1. Schedule of Prices (SOP)

SCHEDULE OF PRICES

ITEM NO.	QUANTITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	25	CU.YD.	EARTH EXCAVATION	\$ -	\$ -
2	133	SQ.YD.	SODDING, SALT TOLERANT	\$ -	\$ -
3	2	UNIT	SUPPLEMENTAL WATERING	\$ -	\$ -
4	133	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN	\$ -	\$ -
5	300	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 2 IN	\$ -	\$ -
6	25	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 4 IN	\$ -	\$ -
7	1,200	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN	\$ -	\$ -
8	70	TON	AGGREGATE (PRIME COAT)	\$ -	\$ -
9	17,200	GAL.	BITUMINOUS MATERIALS (PRIME COAT)	\$ -	\$ -
10	570	FOOT	CUTTING HOT-MIX ASPHALT SURFACE (PARTIAL DEPTH)	\$ -	\$ -
11	4,300	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	\$ -	\$ -
12	3,145	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70	\$ -	\$ -
13	1,950	TON	LEVELING BINDER (MACHINE METHOD) MIX "C", IL-9.5, N50	\$ -	\$ -
14	232	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4 IN	\$ -	\$ -
15	33,980	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4 IN	\$ -	\$ -
16	110	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 IN	\$ -	\$ -
17	615	FOOT	TEMPORARY BUTT JOINTS	\$ -	\$ -
18	300	FOOT	COMBINATION CURB AND GUTTER REMOVAL	\$ -	\$ -
19	2,200	SQ.YD.	DRIVEWAY PAVEMENT REMOVAL	\$ -	\$ -
20	205	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN	\$ -	\$ -
21	25	SQ.FT.	SIDEWALK REMOVAL	\$ -	\$ -
22	45	SQ.YD.	CLASS B PATCHES, TYPE I, 10 IN	\$ -	\$ -
23	285	SQ.YD.	CLASS B PATCHES, TYPE II, 10 IN	\$ -	\$ -
24	210	SQ.YD.	CLASS B PATCHES, TYPE III, 10 IN	\$ -	\$ -
25	30	SQ.YD.	CLASS B PATCHES, TYPE IV, 10 IN	\$ -	\$ -
26	255	SQ.YD.	CLASS D PATCHES, TYPE I, 9 IN	\$ -	\$ -
27	2,760	SQ.YD.	CLASS D PATCHES, TYPE II, 9 IN	\$ -	\$ -
28	1,940	SQ.YD.	CLASS D PATCHES, TYPE III, 9 IN	\$ -	\$ -
29	155	SQ.YD.	CLASS D PATCHES, TYPE IV, 9 IN	\$ -	\$ -
30	2,720	POUND	CRACK FILLING	\$ -	\$ -
31	8,160	FOOT	CRACK ROUTING AND SEALING	\$ -	\$ -

SCHEDULE OF PRICES

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
32	17	TON	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	\$ -	\$ -
33	200	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	\$ -	\$ -
34	100	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	\$ -	\$ -
35	15	EACH	INLET AND PIPE PROTECTION	\$ -	\$ -
36	5	FOOT	TEMPORARY DITCH CHECKS	\$ -	\$ -
37	17	EACH	INLET FILTER	\$ -	\$ -
38	8	EACH	ABOVE GRADE INLET FILTERS	\$ -	\$ -
39	200	FOOT	PERIMETER EROSION BARRIER	\$ -	\$ -
40	200	FOOT	GRADING AND SHAPING DITCHES	\$ -	\$ -
41	2	EACH	FRAMES AND LIDS TO BE ADJUSTED	\$ -	\$ -
42	20	EACH	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	\$ -	\$ -
43	7	EACH	WATERPROOFING SANITARY FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	\$ -	\$ -
44	17	EACH	CLEANING EXISTING CATCH BASINS	\$ -	\$ -
45	5	EACH	CLEANING EXISTING MANHOLES	\$ -	\$ -
46	50	FOOT	CLEANING EXISTING PIPE CULVERTS, 12 IN	\$ -	\$ -
47	50	FOOT	CLEANING EXISTING PIPE CULVERTS, 15 IN	\$ -	\$ -
48	100	FOOT	CLEANING EXISTING PIPE CULVERTS, 18 IN	\$ -	\$ -
49	100	FOOT	CLEANING EXISTING PIPE CULVERTS, 24 IN	\$ -	\$ -
50	100	FOOT	CLEANING EXISTING STORM SEWERS, 6 IN	\$ -	\$ -
51	220	FOOT	CLEANING EXISTING STORM SEWERS, 12 IN	\$ -	\$ -
52	930	FOOT	DETECTOR LOOP, TYPE I	\$ -	\$ -
53	200	FOOT	EPOXY CRACK INJECTION	\$ -	\$ -
54	2,300	SQ.FT.	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN)	\$ -	\$ -
55	600	SQ.FT.	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN)	\$ -	\$ -
56	100	POUND	REINFORCEMENT BARS, EPOXY COATED	\$ -	\$ -
57	430	SQ.YD.	CONCRETE METHACRYLATE SEALER	\$ -	\$ -
58	9	SQ.YD.	FIBER REINFORCED POLYMER	\$ -	\$ -
59	10	EACH	HANDRAIL SUPPORT BRACKETS	\$ -	\$ -
60	100	SQ.FT.	UNIT MASONRY	\$ -	\$ -
61	8	SQ.YD.	BRIDGE DECK THIN POLYMER OVERLAY, 3/8 IN	\$ -	\$ -
62	8	SQ.YD.	CONCRETE BRIDGE DECK SCARIFICATION, 3/8 IN	\$ -	\$ -

SCHEDULE OF PRICES

ITEM NO.	QUANTITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
63	4	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	\$ -	\$ -
64	1	L.SUM	TRAFFIC PROTECTION	\$ -	\$ -
65	700	SQ.FT.	ERADICATION OF EXISTING PAVEMENT MARKING	\$ -	\$ -
66	15,400	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN	\$ -	\$ -
67	300	EACH	RAISED REFLECTIVE PAVEMENT MARKER	\$ -	\$ -
68	260	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	\$ -	\$ -
69	420	SQ.FT.	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	\$ -	\$ -
70	34,100	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN	\$ -	\$ -
71	1,650	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 6 IN	\$ -	\$ -
72	3,100	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 8 IN	\$ -	\$ -
73	1,350	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 12 IN	\$ -	\$ -
74	250	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 24 IN	\$ -	\$ -
75	6	CAL.MO.	ENGINEER FIELD OFFICE, TYPE A	\$ -	\$ -
76	2	EACH	SURVEY MONUMENTS	\$ -	\$ -
77	1	L.SUM	RAILROAD PROTECTIVE LIABILITY INSURANCE	\$ -	\$ -
TOTAL				\$	\$ -

2. Schedule of Quantities (SOQ)

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1 st Dist.	Bridget Gainer	10 th Dist.
Robert Steele	2 nd Dist.	John P. Daley	11 th Dist.
Jerry Butler	3 rd Dist.	John A. Fritchey	12 th Dist.
William M. Beavers	4 th Dist.	Lawrence Suffredin	13 th Dist.
Deborah Sims	5 th Dist.	Gregg Goslin	14 th Dist.
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Edwin Reyes	8 th Dist.	Elizabeth Ann Doody Gorman	17 th Dist.
Peter N. Silvestri	9 th 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

February 3, 2012

ADDENDUM No. 3

GROUP 1 – 2012

Harms Road – Golf Road to East Lake Avenue
Section #11-W3841-04-RS on Route W38
and

Green Bay and the Union Pacific Railroad over the Kenilworth Pedestrian
Underpass (Southeast of Cumberland Avenue)
Section #11-05513-02-BR on Route 055

Contract Document #12-28-014

This addendum No. 3 revises the Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements form. The revised form includes the subcontractor signature line that was omitted under Addendum No. 1. Please use this form in your bid.

Please acknowledge previously issue addenda and this addendum No. 3 in your bid.

1. Economic Disclosure Statement

Subcontractor's Certification Concerning Labor Standards and Prevailing
Wage Requirements (1 page)



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

To Contractor:

Date: _____
Project Number: _____
Project Name: _____

1. The undersigned, if awarded a contract with _____
_____ (Contractor)
_____ for _____
_____ Nature of Work)
_____ in the amount of \$ _____ in the construction of the above-identified project,
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

3. The workmen will report for duty on _____
(Date)

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:
- (b) The undersigned is (check one):
 - _____ Sole Proprietorship
 - _____ Partnership
 - _____ Corporation
 - _____ Other Organization (Describe)
- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATE _____

SUBCONTRACTOR

X _____
SIGNATURE

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21	3	Pre-Bid Meeting
22	3	Wages of Employees on Public Works
23	3a	Prevailing Wages for Cook County
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84	32	Construction Debris
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90	59	Survey Monuments
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92	72	Cutting Hot-Mix Asphalt Surface
93	73	Hot Mix Asphalt Driveway Surface Removal
94	74	Temporary Butt Joints
95	77	Treatment of Cracks
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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 Wednesday, February 8, 2012, 10:00 AM (Local Time) and then publicly opened and read aloud

Improvement Group 1-2012 Township Jefferson, Niles and New Trier

From Harms Road-Golf Road to East Lake Avenue; and Green Bay Road and the Union Pacific

Railroad over the Kenilworth Pedestrian Underpass (southeast of Cumberland Avenue)

Route W38 and 055 Section 11-W3841-04-RS and 11-05543-02-BR

Cook County Purchasing Contract No.: 12-28-014

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 Harms Road begins at Station 10+31, a point approximately 31 feet north of the centerline of Golf Road, and extends in a northwesterly direction to Station 50+83.75 and further extends in a northerly direction to station 102+44.45, a point approximately 42 feet south of the centerline of East Lake Avenue, for a distance of 9213.45 feet (1.745 miles).

The improvement is located within the Village of Glenview.

The proposed improvements to Green Bay Road and the Union Pacific Railroad over the Kenilworth Pedestrian Underpass (southeast of Cumberland Avenue) is located approximately 0.3 miles south of Winnetka Road in New Trier Township, on the northeast ¼ of section 28, T42 N. R13 E. of the Third principal meridian.

DESCRIPTION OF IMPROVEMENT

This is a Quality Control/Quality Assurance project.

It is the intent of this contract to provide for class B patching for the concrete pavement from station 10+31 to station 15+84 of Harms Road as directed by the engineer, and the resurfacing of Harms Road from station 15+84 just north of Golf Road to station 10+44.45 just south of the East Lake Avenue. Harms Road is a two twelve (12) foot lane road that widens to include a right turn lane near the intersection of Old Orchard Road and Harms Road. The existing pavement on Harms Road will be removed 3 ¼ inch from the surface; and be resurfaced with Hot-Mix Asphalt 2 ¼ inch Binder Courses and 1 ½ inch Surface Course. This project includes the adjustment of existing drainage structures, replacement of detector loops, concrete curb & gutter replacement as directed by the engineer, pavement markings, signing, traffic protection and all other work as required to complete the improvement.

The improvements include the structural repair of concrete to retaining wall and stone capping. Removal and Replacement of broken and damaged brick masonry inside and outside of the underpass. Removal and Replacement of missing, broken, and corroded handrail bracket supports. Remove and replace any deteriorated concrete sidewalk. Perform concrete structure repairs to the interior of the pedestrian underpass. Repair and retro-fit the pedestrian concrete deck slab (9' x 9' approx.), applying FRP (Fiber Reinforced Polymer). Remove and replace all hot-mix asphalt at the ramps and at the landing near the alley at the west end of the underpass as shown on the plans. Perform epoxy crack injection and other necessary work to complete the project.

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

EFFECTIVE January 1, 2012 v2012.3

**PROJECT NAME
LIMITS**

Section: FY-RTEMM-SQ-TY

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	1	Definition of Terms, Information for Bidders	(CC) Jan. 4, 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	8	* Required Disadvantaged Business Participation	(IL-CC) Dec. 28, 2011
X	9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)	(IL-CC) Jan. 3, 2012
X	10	Insurance Requirements	(CC) Dec. 28, 2011
	11	* Railroad Protective Liability Insurance	(IL-CC) Dec. 28, 2011
X	12	Indemnification	(CC) Dec. 28, 2011
X	13	Joint Venture Forms	(CC) Jan. 3, 2012
X	14	Addendum Receipt	(CC) Dec. 28, 2009
	15	ARRA Provisions	(IL) April 1, 2009
X	16	* Combination Bidding Process	(IL-CC) Jan. 1, 2006
X	17	Prompt Pay Mechanisms	(CC) Dec. 28, 2009
	18-22	Not Used	
X	23	Contract Claims	(IL-CC) Jan. 1, 2007
X	24	Pre-Construction Conference	(CC) Mar. 18, 1980
X	25	Mobilization	(CC) Aug. 24, 2009
	26	Contract Extra Work (Non-Federal Aid)	(CC) Dec. 1, 2009
X	27	Diesel Vehicle Emissions Control (Green Construction Ordinance)	(CC) Dec. 1, 2009
X	28	Processing of Extra Work Payment Requests	(CC) May 1, 1997
	29	Construction Layout Stakes and Survey Control Points	(CC) Jan. 1, 2003
	30	* Municipal Coordination/Transfer of Jurisdiction and/or Maintenance	(CC) July 15, 2000
X	31	Engineer's Field Office	(CC) Sept. 15, 2005
X	32	Construction Debris	(CC) July 1, 2006
	33	Clean Construction and Demolition Debris	(CC) Dec. 1, 2010
	34-45	Not Used	

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	46	Managing Concrete Waste	(CC) Jan 1, 2009
	47	Class B Patches, Special	(CC) Jan. 1, 2008
	48	Class C Patches, Special	(CC) Jan 1, 2008
	49	Pavement Removal and Replacement (10.0 Inch)	(CC) Jan 1, 2008
	50	Dowel Bars	(CC) Jan 1, 2008
	51	Structural Fiber Reinforced P.C. Concrete Bus Pad (4 Inch)	(CC) Jan 1, 2008
	52	P.C.C. Bonded Overlay (4 Inch)	(CC) Jan. 1, 2007
	53	Diamond Grinding Concrete Pavement	(CC) Jan. 1, 2007
	54	Saw-Cutting Thin Bonded Concrete Overlay	(CC) Jan. 1, 2007
X	55	Crack Routing and Sealing	(IL-CC) Jan 1, 2008
	56	Hot-Mix Asphalt Surface Course, Rubber Modified	(CC) Jan 1, 2008
	57	Rubberized Asphalt Material	(CC) Jan 1, 2008
	58	Pavement Thickness Deficiency	(CC) March 1, 2008
X	59	Survey Monuments	(CC) April 1, 2008
	60	Soils Information	(CC) July 1, 2011
	61	Embankment	(CC) Mar. 6, 2003
	62	Borrow Excavation	(CC) July 1, 2000
	63	Crushed Stone (Temporary Use)	(CC) Jan 1, 2008
	64	Aggregate Subgrade, 12"	(IL) August 1, 2008
	65	Expanded Polystyrene Fill	(CC) May 1, 2003
	66	Cellular Concrete Fill	(CC) July 1, 2006
	67	GEO-GRID Subgrade Reinforcing Mat	(CC) May 1, 2003
	68	Earth Excavation (Special)	(CC) July 1, 2011
	69	P.C.C. Surface Finish	(CC) April 7, 2010
	70	Traffic Barrier Terminal, Type 1, Special	(IL-CC) Jan. 1, 2008
X	71	*Scheduling and Landscaping	(CC) Jan 1, 2008
X	72	Cutting Hot-Mix Asphalt Surface	(CC) Jan. 1, 2008
X	73	Hot Mix Asphalt Driveway Surface Removal	(CC) Jan 1, 2008
X	74	Temporary Butt Joints	(CC) Jan 1., 2008
	75	Hot Mix Asphalt Stabilized Subbase	(CC) Jan 1, 2008
	76	Hot-In-Place Asphalt Recycling	(CC) July 1, 2011
X	77	Treatment of Cracks	(CC) Jan. 1, 2008
	78	Strip Reflective Crack Control Treatment, Special	(CC) May 1, 2003
	79	Cold Recycled Bituminous Base Course	(CC) Oct. 1, 2009
	80	Temporary By-Pass Pavement	(CC) Jan 1, 2008
	81	Temporary By-Pass Pavement (for use in projects utilizing Federal Aid)	(CC) July 1, 2011

No.	Description	Origin and Date Last Revised
82	Reflective Crack Control Treatment	(CC) Jan. 1, 2012
83-116	Not used	
117	Approach Slab Repair	(IL-CC) Oct. 4, 2011
118	Asbestos Waterproofing Membrane & Asbestos Hot Mix Asphalt Surface Removal	(IL) Jan 2, 2007
119	Not Used	
120	Segmental Concrete Block Wall	(CC) Oct. 4, 2010
121	Temporary Soil Retention System	(IL) May 11, 2009
122	Steel Structures	(CC) Nov. 21, 2007
123	Not used	
124	Cleaning and Painting Existing Steel Structures	(IL) May 11, 2009
125	Containment and Disposal of Lead Paint Cleaning Residues	(IL) March 6, 2009
126	Fine or Coarse Aggregate Embankment	(CC) Jan. 12, 2003
127	Strip Seal Joint Assembly with Elastomeric Concrete Headers	(CC) Oct. 3, 2011
128	Drainage System	(IL) Jan. 1, 2007
129	Grating	(CC) Aug. 19, 2011
130	Silicone Bridge Joint Sealer	(IL) Oct. 15, 2011
131	Not used	
132	Deck Slab Repair	(IL) Oct. 15, 2011
133	Bridge Deck Latex Concrete Overlay	(IL) May 11, 2009
134	Surface Finish	(IL-CC) Jan. 1, 2007
135-136	Not used	
137	Welded Wire Fabric, Epoxy Coated	(CC) Nov. 21, 2007
138	Permanent Steel Sheet Piling	(IL) Jan. 1, 2007
139	Temporary Sheet Piling	(IL) Jan. 1, 2007
140	Precast Concrete Junction Chambers	(CC) Nov. 1, 2007
141	Jack and Remove Existing Bearings	(IL) Jan. 1, 2007
142	Jacking Existing Superstructure	(IL) Jan. 1, 2007
143	Junction Chamber	(CC) Jan. 1, 2007
144	Neoprene Expansion Joint Removal	(CC) Oct. 10, 1995
145	Structural Repair of Concrete	(IL) Oct. 16, 2011
X	146 Polymer Modified Portland Cement Mortar	(IL) Oct. 15, 2011
	147 Concrete Wearing Surface	(IL) Oct. 15, 2011
	148 Sheet Waterproofing Membrane System	(CC) Nov. 19, 1999
	149 Chain Link Fence (Modified)	(CC) Jan. 1, 2004
150-155	Not used	
156	Storm Sewer, (Ductile Iron Pipe) and Storm Sewers, (Extra Strength Vitrified Clay Pipe) in the City of Chicago	(CC) Oct. 20, 2009

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
	157	Water Main for Installation in the City of Chicago	(CC) Dec. 21, 2009
	158	Frames, City Electric in the City of Chicago	(CC) April 14, 2009
	159	Lids, City Electric in the City of Chicago	(CC) April 14, 2009
	160	Lids and Lids, ADA Compliant in the City of Chicago	(CC) April 14, 2009
	161	Various City Drainage and Utility Structure Adjustments in the City of Chicago	(CC) Dec. 21, 2009
	162	Storm Sewer (Ductile Iron Pipe and Vitrified Clay Pipe) Installation	(CC) Dec. 1, 2007
	163	Boring and Jacking Storm Sewers, Sanitary Sewers or Water Mains	(CC) Dec. 1, 2007
	164	Storm Sewers Jacked in Place (Over 36 In. Dia.)	(CC) Dec. 21, 2009
	165	Storm Sewer Drilled and Pushed (36 In. Dia. Max.)	(CC) Dec. 1, 2007
	166	Storm Sewers, Abandon and Fill	(CC) Dec. 21, 2007
	167	Storm Sewer to be Televised	(CC) Dec. 30, 2008
	168	Connecting Existing Field Drain Tile	(CC) Dec. 1, 2007
	169	Plugging Existing Drains and Sewers	(CC) Dec. 1, 2007
	170	Blocking Existing Drains and Sewers	(CC) Dec. 21, 2009
	171	Manholes to be Reconstructed, Special; Catch Basins to be Reconstructed, Special; Valve Vaults to be Reconstructed, Special	(CC) Dec. 1, 2007
	172	Filling Existing Manholes, Special; Filling Existing Catch Basins, Special; Filling Existing Inlets, Special	(CC) Jan. 1, 2007
	173	Manholes, Type A, with Restrictor Plates	(CC) Dec. 1, 2007
	174	Pipe Underdrains	(IL-CC) Dec. 30, 2008
X	175	Lids and Frames and Lids	(CC) Dec. 1, 2007
	176	Frames and Lids to be Adjusted, Special	(CC) Dec. 21, 2009
	177	Headwall Inlet and Grate	(CC) Dec. 1, 2007
	178	Flared End Sections to be Removed, Flared End Sections to be Relocated	(CC) Dec. 30, 2008
	179	Bracing and Sheeting	(CC) Dec. 1, 2007
	180	Pavement Replacement	(CC) July 1, 2011
	181-184	Not used	
X	185	* Cooperation With Utilities	(CC) Dec. 21, 2009
	186	Water Valve Boxes to be Adjusted and Domestic Meter Vaults to be Adjusted	(CC) Dec. 21, 2009
	187	Domestic Water Service Boxes to be Adjusted	(CC) Dec. 21, 2009
	188	Filling Existing Valve Vaults	(CC) Dec. 21, 2009
	189	Valve Vaults to be Removed	(CC) Dec. 21, 2009
	190	Water Main Installation	(CC) Dec. 1, 2009
	191	Fire Hydrants Vertical Adjustment	(CC) Dec. 21, 2009
	192	Sanitary Sewer Installation	(CC) Dec. 21, 2009
	193	Sanitary Manholes	(CC) Dec. 21, 2009
	194	Waterproofing of Sanitary Manholes	(CC) July 1, 2011

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
	195	Precast Concrete Handling Holes	(IL-CC) Dec. 30, 2008
	196-199	Not used	
X	200	Cleaning Existing Manholes, Catch Basins or Inlets and Cleaning Existing Storm Sewer and Pipe Culverts	(CC) Dec. 1, 2007
	201	Not Used	
	202	* National Pollutant Discharge Elimination System	(CC) Dec. 21, 2009
	203	Not Used	
	204	Maintaining Drainage and Stream Protection	(CC) Dec. 1, 2007
	205	Storm Water Pollution Separation System (VortSentry)	(CC) Dec. 21, 2009
	206	Storm Water Pollution Separation System (SPECIAL)	(CC) Dec. 1, 2007
	207-210	Not used	
	211	Seeding	(CC) Sept. 1, 2002
X	212	Sodding	(CC) Sept. 1, 2002
	213	Trees To Be Planted	(CC) Jan 1, 2008
	214	Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs	(CC) Sept. 1, 2002
	215	Planting Woody Plants	(CC) Jan. 1, 1997
	216	Seeding, Fine Fescue Blend	(CC) Jan. 1, 2007
	217	Seeding, Class 4B Modified	(CC) Jan. 1, 2007
	218-226	Not used	
X	227	Work Zone Traffic Control	(IL) Current**
	228	Traffic Control Devices – Detour Routing	(CC) Mar. 6, 2003
	229	Not used	
	230	Sign Identification Decal	(CC) Jan. 1, 2012
X	231	Traffic Protection	(CC) Sept. 5, 2007
	232-235	Not Used	
X	236	Project Signs Plaque	(CC) Nov. 1, 2008
X	237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
X	238	Raised Reflective Pavement Marker Removal	(IL) Dec. 1, 2009
X	239	Replacement of Raised Reflective Pavement Marker	(IL) Dec. 1, 2009
	240	Not Used	
X	241	Traffic Signal Work General	(CC) April 1, 2011
	242	Construction at Railroad Crossing	(CC) April 1, 2011
	243	Signal Head, Optically Programmed Signal Head and Pedestrian Signal Head	(CC) April 1, 2011
	244	Signal Head, Light Emitting Diode	(CC) April 1, 2011
	245	Pedestrian Countdown Signal Head, Light Emitting Diode	(CC) April 1, 2011
	246	Traffic Signal Backplate	(CC) April 1, 2011
	247	Illuminated Sign, Light Emitting Diode	(CC) April 1, 2011
	248	Traffic Signal Post, Pedestrian Pushbutton Post	(CC) April 1, 2011

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
	249	Steel Mast Arm Assembly and Pole and/or Steel Combination Mast Arm Assembly and Pole	(CC) April 1, 2011
	250	Traffic Actuated Controller, Traffic Actuated Controller with Cabinet, Inductive Loop Detector	(CC) April 1, 2011
	251	Master Controller	(CC) April 1, 2011
X	252	Detector Loop	(CC) April 1, 2011
	253	Video Detection System For Temporary Traffic Signal Installation	(CC) April 1, 2011
	254	Pedestrian Pushbutton	(CC) April 1, 2011
	255	Conduit	(CC) April 1, 2011
X	256	Coilable Non-Metallic Conduit	(CC) April 1, 2011
	257	Trench and Backfill for Electrical Work	(CC) April 1, 2011
	258	Electric Cable	(CC) April 1, 2011
	259	Railroad Interconnect Cable	(CC) April 1, 2011
	260	Fiber Optic Cable	(CC) April 1, 2011
	261	System Ground and Grounding Cable	(CC) April 1, 2011
	262	Grounding Existing Handhole Frame and Cover	(CC) April 1, 2011
	263	Service Installation, Pole Mount	(CC) April 1, 2011
	264	Service Installation, Ground Mount	(CC) April 1, 2011
	265	* Electric Service	(CC) April 1, 2011
	266	Handhole	(CC) April 1, 2011
	267	Rebuild Existing Handhole, Rebuild Existing Heavy Duty Handhole, Rebuild Existing Double Handhole	(CC) April 1, 2011
	268	Concrete Foundation	(CC) April 1, 2011
	269	Modify Existing Type "D" Foundation	(CC) April 1, 2011
	270	Remove Existing Traffic Signal Equipment	(CC) April 1, 2011
	271	Temporary Traffic Signal Installation	(CC) April 1, 2011
X	272	Maintenance of Existing Traffic Signal Installation	(CC) July 1, 2011
	273	Emergency Vehicle Priority System	(CC) April 1, 2011
	274	Relocate Existing Emergency Vehicle Priority System, Detector Unit	(CC) April 1, 2011
	275	Relocate Existing Emergency Vehicle Priority System, Phasing Unit	(CC) April 1, 2011
	276	Confirmation Beacon System	(CC) April 1, 2011
	277	Re-Optimize Traffic Signal System	(CC) April 1, 2011
	278	Optimize Traffic Signal System	(CC) April 1, 2011
	279	Median Removal and Replacement	(CC) April 1, 2011
	280	Sidewalk Removal and Replacement	(CC) April 1, 2011
	281	Relocate Existing Light Standard and Luminaire Complete in Place	(CC) April 1, 2011
	282	Maintenance Of Lighting System	(CC) April 1, 2011
	283	City Electric Manholes to be Adjusted	(CC) April 1, 2011

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
284	Uninterruptible Power Supply (UPS)	(CC) April 1, 2011
285	Traffic Signal Cabinet Load Switch	(CC) April 1, 2011
286	Temporary Traffic Signal Timings	(CC) April 1, 2011
287	Combination Lighting and Traffic Signal Service Installation, Pole Mounted	(CC) April 1, 2011
288	Illuminated Street Name Sign	(CC) April 1, 2011
289	Relocate Existing Illuminated Street Name Sign	(CC) April 1, 2011
290	Video Detection System, Single Camera Processor Video Detection	(CC) April 1, 2011
291	Video Detection System, Complete Intersection	(CC) April 1, 2011
292	Radar Presence Detector	(CC) April 1, 2011
293-300	Not used	

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

Additional Inserted Special Provisions (As Required)

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Additional Document Inclusions (Required)

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

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

Origin of Special Provisions

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

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

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

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

SPECIFICATIONS. The specifications herein referred to are the Standard Specifications for Road and Bridge Construction, Supplemental Specifications, the special provisions and all written agreements and documents of any description pertaining to the method or manner of performing the work and the quantity or quality of materials to be furnished under the contract. The Standard Specifications for Road and Bridge Construction are those prepared by the Department of Transportation of the State of Illinois, adopted January 1, 2012. The Supplemental Specifications are those prepared by the Department of Transportation of the State of Illinois.

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

ABOUT REQUESTS FOR PLANS & PROPOSALS

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

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

INFORMATION for BIDDERS

- 1) If the prospective bidder is in doubt as to the meaning of any part of the plans, specifications of other proposed contract documents, they may submit a written clarification to the Chief Procurement Officer (CPO) for an interpretation thereof. The prospective bidder submitting the request will be responsible for the prompt delivery to the Chief Procurement Officer. Any interpretation of the proposal documents will be made by an addendum duly issued through the Cook County Purchasing website.
- 2) An estimate of quantities of work to be done and material to be furnished under the specifications will be found in the Schedule of Prices. It is the result of calculations and is given as a basis for a comparison of bids and award of a contract.
- 3) The bidder should include in the bid price in his bid for any taxes such as Occupational, Social Security, Unemployment Compensation, etc., which he might be required to pay in connection with the construction of the proposed improvement. The County of Cook will not reimburse the Contractor for the payment of any such taxes.
- 4) The Board of County Commissioners for the County of Cook reserves the right to reject any or all bids and to waive technicalities of form. Bids may be rejected if current work being performed for the County of Cook by the bidder has been unsatisfactory from the standpoint of workmanship or progress, or if the contractor has been awarded work by others subsequent to the issuance of the bid, which may, in the judgement of said Board of County Commissioners of Cook County endanger the prompt completion of the proposed improvement.
- 5) The bidder shall include in his bid a Bid Guarantee in accordance with provisions contained in the proposal form. The return of the bid guarantee will be in accordance with provisions contained in the bid form.
- 6) The bidder who submits the bid accepted by said Board of Cook County Commissioners shall execute a contract and furnish a satisfactory Surety Bond in the amount of one hundred percent (100%) of the contract price within **fourteen (14) days** after receiving notice of acceptance. Such acceptance being contingent upon the fulfillment of this requirement by said bidder. Failure on the part of said bidder to so execute a Contract and Surety Bond shall be considered just cause for the forfeiture of the bid guaranty as payment of liquidated damages sustained by the County of Cook as the result of such, and the annulment of acceptance of the proposal.
- 7) If bidder is submitting a bid as a Joint Venture, bidder shall complete the County's Joint Venture Forms and shall submit such Joint Venture Forms **when the bid is submitted**. Bidder is reminded that compliance with the Assumed Business Name Act (805 ILCS 405/1 et seq.) is required of all Joint Ventures.

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

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

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

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

DBE Participation Plan	1 original
Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant	1 original

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

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

SPECIAL PROVISION
FOR
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Qualification of Bidders.

The Awarding Authority for contract construction work is the County Board of a County. Each prospective bidder, in evidence of competence, shall furnish the Awarding Authority a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation, and Contractor's Statement of Experience and Financial Condition" with their bid. Each prospective bidder shall furnish a sworn statement as to equipment owned and controlled, previous experience and construction work.

If the bidder to whom the award is made is a corporation organized under the laws of the State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the bid.

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

Interpretation of Quantities in the Bid Schedule.

The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

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

The bidder shall take no advantage of any error or omission in the bid documents and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents shall request such in writing from the Awarding Authority in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and

specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Changes in Improvement. The undersigned agrees that in case the County Superintendent of Highways of the County of Cook decides either to extend or decrease the area of the proposed improvement or to do both or otherwise alter it by extras or deductions including the elimination of any one or more of the quantities listed in the Schedule of Prices the undersigned will make such change in the contract price by adding or subtracting there from as the case may be by applying the respective unit prices to the quantities of the several items of work that may be involved by reason of such change.

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

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

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

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

- a) More than one bid for same work from an individual, firm partnership, or corporation under the same name or different names.
- b) Evidence of collusion among bidders.
- c) Unbalanced bids in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- d) If the bid does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.

- e) If the bid form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- f) If there are omissions, erasures, alterations unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.
- g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- h) If the proposal is not accompanied by the proper bid guaranty.
- i) If the bid is prepared with other than ink or typewriter, or otherwise fails to meet the requirement of the above "Preparation of Proposal" section.
- j) Lack of Competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- k) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- l) False information provided on a bidder's "Affidavit of Availability".
- m) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of bid forms.
- n) Failure to comply with any prequalification regulations of the Department.
- o) Default under previous contracts.
- p) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- q) When the contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.
- r) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- s) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

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

<u>Amount Bid</u>	<u>Proposal Guaranty</u>
Up to	\$150
\$5,000	\$300
\$10,000	\$1,000
\$50,000	\$3,000
\$100,000	\$5,000
\$150,000	\$7,500
\$250,000	\$12,500
\$500,000	\$25,000
\$1,000,000	\$50,000
\$1,500,000	\$75,000
\$2,000,000	\$100,000
\$3,000,000	\$150,000
\$5,000,000	\$250,000
\$7,500,000	\$400,000
\$10,000,000	\$500,000
\$15,000,000	\$600,000
\$20,000,000	\$700,000
\$25,000,000	\$800,000
\$30,000,000	\$900,000
Over	\$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, January 24, 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 January 2012

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC	BLD			32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	12.61	0.000	0.350
BRICK MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN	ALL			32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER	BLD			38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR	BLD			43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	12.67	14.81	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER	BLD			44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER	BLD			39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD			44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER	BLD			37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD			40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630
SIGN HANGER	BLD			29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD			35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430

TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPONTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

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

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

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

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

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

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

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

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

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

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

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers 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 62nd 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 _____ 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.

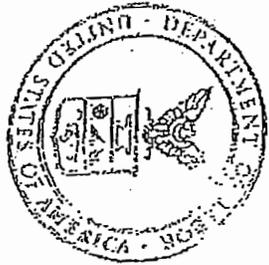
Should the said "Act" be declared inoperative, void or unconstitutional at any time after the awarding of said contract, whether before, during or after the completion of the work, the said contract shall remain in full force and effect, and shall be subject only to said reduction, if any, in the unit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

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.

The United States Department of Labor



Bureau of Apprenticeship and Training

Certificate of Registration

Chicago Land Laborers' Training & Apprenticeship Program

For the Trade of Construction Craft Laborer

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

April 12, 1999

Date

11.017-0602

Registration No.

Secretary of Labor

John M. Allen

Anthony Suvaga
Director, Bureau of Apprenticeship and Training

DOT# 889-412-505

Illinois State Department of Labor

Office of Apprenticeship Training, Employment and Labor Services

Division of Apprenticeship and Training

Certificate of Registration

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

Hillsdale, Illinois

For the Trades of Line Maintainer

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

Revised May 5, 2003
August 26, 1992

Date

ILD15920003

Registered under DL



Secretary of Labor

Scott Elias

Joseph J. ...

Secretary of Apprenticeship Training, Employment and Labor

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

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

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

June 28, 2005

IL0150500004

Registration No.



Robt. Chao
Secretary of Labor

Anthony S. ...
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

33

Office of Apprenticeship Training, Employment and Labor Services
Bureau of Apprenticeship and Training
Certificate of Registration
Operating Engineers Local # 150
Plainfield, Illinois
For the Trade of Operating Engineers
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

November 9, 2002
DL 008780173
Washington, DC



Robert J. ...
Secretary of Labor
Robert J. ...
Assistant Secretary of Labor

OFFICE OF THE UNITED STATES DEPARTMENT OF LABOR

Office of Apprenticeship Training, Employment and Labor Standards

Request of Apprenticeship and Training

Certificate of Registration

Chgo. & N.E. J.L. Dist. Council of Carpenters, Alpa. & Trng. Progr.

for the Trade - Form Builder (Construction)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship established by the Secretary of Labor

2011 February 4, 2003

Registration No. U017030001



[Signature]
Secretary of Labor
John H. Dalton

The United States Department of Labor



Bureau of Apprenticeship and Training
Certificate of Registration

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

FOR THE TRADE OF: CEMENT MASON

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

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

Date

Ann McLaughlin

Secretary of Labor

James D. Van Eick

Director, Bureau of Apprenticeship and Training

008-0816

Registration No.

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 **12%** 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.

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 it 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, then 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, 5th 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 26TH Street Area Chamber of Commerce
3610 West 26TH 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 50TH Street
Chicago, IL 60615
773-373-3366
312-373-3571 (FAX)

Mr. Miguel Nogueras, Executive Director
Puerto Rican Chamber Of Commerce
2450 West Division
Chicago, IL 60622
773-904-7996
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 Chief Procurement Office
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 – 23rd 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 of 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 an 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.

1. 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:

- | | |
|--------------------------------|-------------------------|
| • Worker's Compensation | Statutory Limits |
| • Employer's Liability | Not less than |
| Bodily Injury by Accident | \$500,000 each accident |
| Bodily Injury by Disease | \$500,000 each employee |

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

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

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

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2011

PRODUCER 708.492.0909 FAX 708.492.0910
Austin McNichols Insurance Agency, Inc.
Five Westbrook Corp. Center
Suite #110
Westchester, IL 60154

INSURED Arrow Road Construction Co.
P.O. Box 334
Mt. Prospect, IL 60056

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Bituminous Casualty Corp	10138
INSURER B: St. Paul Fire & Marine Insurance	
INSURER C: Navigators Insurance Company	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU EXPLS/COLLAPSE <input checked="" type="checkbox"/> BLANKET A.I. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CLP 3 549 496	03/01/2011	03/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP 3 549 495	03/01/2011	03/01/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	QK 01202680	03/01/2011	02/01/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 3 549 494	03/01/2011	03/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER EXCESS UMBRELLA	CH11EXC723765IV	03/01/2011	03/01/2012	Each Occurrence - \$15,000,000 Aggregate - \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDRSEMENT / SPECIAL PROVISIONS

Sample

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE James McNichols/PATT <i>J. McNichols</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Austin McNichols Insurance Agency, Inc. Five Westbrook Corp. Center Suite #110 Westchester IL 60154		CONTACT NAME: PHONE (A/C, No, Ext): 708.492.0909 FAX (A/C, No): 708.492.0910 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED Arrow Road Construction Co. P.O. Box 334 Mt. Prospect IL 60056		INSURER(S) AFFORDING COVERAGE INSURER A Bituminous Casualty Corp INSURER B St. Paul Fire & Marine INSURER C Navigators Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 11/12 GL A U WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CLP 3 565 328	03/01/2012	03/01/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> XCU EXPLS/COLLAPSE						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> BLANKET A.I.						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			CAP 3 565 330	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			QK 01202680	03/01/2012	03/01/2013	EACH OCCURRENCE	\$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 25,000,000
	<input type="checkbox"/> DEDUCTIBLE							\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 3 565327	03/01/2012	03/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L DISEASE - POLICY LIMIT	\$ 1,000,000
C	EXCESS UMBRELLA			CH11EXC723765IV	03/01/2012	03/01/2013	Each Occurrence -	\$15,000,000
							Aggregate -	\$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Sample

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James McNichols/LAURA

**SPECIAL PROVISION
FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**

The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications. The limits under this Special Provision are to be not less than \$5,000,000.00 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000.00 over the life of the policy.

NAMED INSURED	NUMBER AND SPEED OF FREIGHT TRAINS	NUMBER AND SPEED PASSENGER TRAINS
Union Pacific Railroad Company 1400 Douglas Street, Stop 1870 Omaha, NE 68179-1870	N/A	N/A
DOTAAR No.:176553J RR Division: Chicago		RR mile Post: 15.2 RR Subdivision: Kenosha
For Freight/Passenger Information Contact: John Venice For Insurance Information Contact: Kathy Nessor For Right of Entry Permit Contact: John Hertzler		Phone: (312) 777-2043 Phone: (402) 544-8549 Phone: (402) 544-8801

Basis of Payment - The costs for providing insurance, as noted above, will be paid for as the contract unit price per lump sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

Approval of Insurance – Within fourteen (14) calendar days of notice of award, The **ORIGINAL AND ONE CERTIFIED** copy of each required policy shall be submitted for approval, when applicable.

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

**SPECIAL PROVISION
FOR
INDEMNIFICATION**

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 estimated by the Department to be bid at less than \$1,000,000.00 more than one of the proposed joint venture partners has the individual qualification ratings and bid the item without the approval of the venture. This determination shall not apply to joint ventures between firms having fifty-one percent or more common controlling ownership or on items where the estimated quantity of asphalt exceeds 10,000 tons or concrete exceeds 5,000 cubic yards. Each proposed joint venture shall submit, with the bid, a *Joint Venture Certificate of Explanation and Justification* for each of the contracts estimated at less than \$1,000,000.00 for which joint venture approval is sought. The form indicated the circumstances which apply to the joint venture. That is there fifty-one percent (51%) or more common controlling ownership, or does one or more parties to the joint venture not have the financial capacity, work capacity or work categories to complete the project. The *Joint Venture Certificate of Explanation* must be included in the bid.
- 3) Contractors whose financial ratings are based upon unaudited financial statements will not be permitted to joint venture with each other to bid contracts which are estimated to exceed \$350,000.00. However, such contractors may be permitted to joint venture with contractors who have a financial rating based upon an audited statement to bid contracts estimated to exceed \$350,000.00.
- 4) If a joint venture work rating is limited by its maximum financial rating, the full value of the computed work rating will be used in analyzing the joint venture approval request. However, the combined maximum work rating in any category shall not exceed the combined maximum financial rating of the joint venture.

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

Copies of all required Joint Venture Forms are attached.

Please note that signed and notarized originals of all required Joint Venture Forms mentioned above must be included in the bid. This includes *Affidavits of Availability* for all parties to the joint venture.

JOINT VENTURE FORMS

Qualified contractors wishing to combine bidding capacity and bid items as joint ventures must submit the appropriate properly completed forms and include them in their bid. The required joint venture forms include: (1) the ORIGINAL *Affidavit of Availability* (BC 57); (2) the ORIGINAL *Joint Venture Minimum Declaration of Work*; and (3) the ORIGINAL *Joint Venture Certificate of Explanation and Justification*.

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

Firm #1 _____ Firm #2 _____ Firm #3 _____

has attached statement indicating the relationship of the firms.

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

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

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

Firm #1

Name _____ Title _____
(Print)

Signature (Proprietor, Partner, Officer or Director)

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

Notary Public My commission expires on _____

Firm #2

Name _____ Title _____
(Print)

Signature (Proprietor, Partner, Officer or Director)

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

Notary Public My commission expires on _____

Firm #3

Name _____ Title _____
(Print)

Signature (Proprietor, Partner, Officer or Director)

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

Notary Public My commission expires on _____

This form must be submitted with the bid.



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

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

Firm #1

Name: _____

Address: _____

Firm #2

Name: _____

Address: _____

Firm #3

Name: _____

Address: _____

Instructions:

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

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

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

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

Firm #1

Name _____ Title _____
(Print)

Signature (Proprietor, Partner, Officer or Director)

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

Notary Public My commission expires on _____

Firm #2

Name _____ Title _____
(Print)

Signature (Proprietor, Partner, Officer or Director)

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

Notary Public My commission expires on _____

Firm #3

Name _____ Title _____
(Print)

Signature (Proprietor, Partner, Officer or Director)

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

Notary Public My commission expires on _____

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 February 2, 2012

Addendum No. 2
Dated February 3, 2012

Addendum No. 3
Dated February 3, 2012

Addendum No. _____
Dated _____

Addendum No. _____
Dated _____

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

**SPECIAL PROVISION
FOR
COMBINATION BIDDING PROCESS**

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

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

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

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

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

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

The following provisions shall govern combination bidding:

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

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

**SPECIAL PROVISION
FOR
PROMPT PAY MECHANISMS**

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

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

This contract is subject to the following payment obligations:

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

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

**SPECIAL PROVISION
FOR
CONTRACT CLAIMS**

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

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

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of this Article to read:

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

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

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

SPECIAL PROVISION
FOR
PRE-CONSTRUCTION CONFERENCE

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

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

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

**SPECIAL PROVISION
FOR
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.

670.01 Description. Add the following paragraph:

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

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

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

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

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

OFFICE :

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

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

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

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

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

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

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

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

**SPECIAL PROVISION
FOR
CONSTRUCTION DEBRIS**

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

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

**SPECIAL PROVISION
FOR
MANAGING CONCRETE WASTE**

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

Construction. Perform this work on projects where;

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

Requirements.

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

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

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

For onsite washout:

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

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

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

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

For Onsite Temporary Concrete Washout Facility:

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

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

Inspection and Maintenance.

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

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

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

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

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

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

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

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

SPECIAL PROVISION
FOR
CRACK ROUTING AND SEALING

The following crack preparation and sealing material will be used:

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

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

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

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

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

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

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

**SPECIAL PROVISION
FOR
SURVEY MONUMENTS**

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

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

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

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

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

**SPECIAL PROVISION
FOR
SCHEDULING AND LANDSCAPING**

Scheduling

The Contractor is required to complete all work on this project in conformance with the completion date specified. At the Green Bay Road underpass portion of the group project. No on site work shall begin prior to June 8, 2012. The Contractor is required to complete all work on the Green Bay Road underpass portion of the group project by August 24, 2012.

Landscaping

All landscaping items contained in this contract shall be undertaken and completed in accordance with the seasonal restrictions found in the plans, specifications and special provisions. This work, or portions thereof, shall be undertaken as directed by the Engineer, and a total of twenty (20) working days beyond the contract completion date is allowed in order to complete the improvement.

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISION
FOR
TEMPORARY BUTT JOINTS**

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

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

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

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

**SPECIAL PROVISION
FOR
TREATMENT OF CRACKS**

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

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

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

**SPECIAL PROVISION
FOR
STRUCTURAL REPAIR OF CONCRETE**

Description. This work shall consist of structurally repairing concrete.

Materials. Materials shall be according to the following.

Item	Article/Section
a) Portland Cement Concrete (Note 1)	1020
b) R1 or R2 Mortar (Note2)	
c) Normal Weight Concrete (Note 3)	
d) Shotcrete (High Performance) (Note 4)	
e) Reinforcement Bars	1006.10
f) Anchor Bolts	1006.09
g) Water	1002
h) Curing Compound (Type I)	1022.01
i) Cotton Mats	1022.02
j) Protective Coat	1023.01
k) Epoxy (Note 5)	1025
l) Mechanical Bar Splicers	508.06(c)

Note 1. The concrete shall be Class SI, except the cement factor shall be a minimum 6.65 cwt/cu. yd. (395 kg/cu. m), the coarse aggregate shall be a CA 16, and the strength shall be a minimum 4000 psi (27,500 kPa) compressive or 675 psi (4650 kPa) flexural at 14 days. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump, but the cement factor shall not be reduced. This cement factor restriction shall also apply if a water-reducing admixture is used.

Note 2. The R1 or R2 mortar shall be from the Department's approved list of Packaged, Dry, Rapid Hardening, Cementitious Materials for Concrete Repairs with coarse aggregate added. The amount of coarse aggregate added to the R1 or R2 Mortar shall be per the manufacturer's recommendations. The coarse aggregate gradation shall be CA 16 from an Aggregate Gradation Control System source or a packaged aggregate meeting Article 1004.02 with a maximum size of 1/2 in. (12.5 mm). The R1 or R2 Mortar and coarse aggregate mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump.

Note 3. The packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. Proportioning shall be according to ASTM C 387, except the minimum cement factor shall be 6.65 cwt/cu. yd. (395 kg/cu. m). Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump.

Note 4. A packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method shall be provided according to ASTM C 1480. An accelerator is prohibited, except the shotcrete may be modified at the nozzle with a non-chloride accelerator for overhead applications. The shotcrete shall be Type FA or CA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

The packaged shotcrete shall have a maximum water soluble chloride ion content of 0.06 % by weight (mass) of cement. The test shall be performed according to ASTM C 1218, and the hardened shotcrete shall have an age of 28 to 42 days at the time of test. The test shall be performed a minimum of once every two years.

Each individual aggregate used in the packaged shotcrete shall have either a maximum ASTM C 1260 expansion of 0.16 percent or a maximum ASTM C 1293 expansion of 0.040 percent. However, the ASTM C 1260 value may be increased to 0.27 percent for each individual aggregate if the cement total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) does not exceed 0.60 percent. As an alternative to these requirements, ASTM C 1567 testing which shows the packaged shotcrete has a maximum expansion of 0.16 percent may be submitted. The ASTM C 1260, C 1293, or C 1567 test shall be performed a minimum of once every two years.

The 7 and 28 day compressive strength requirements in ASTM C 1480 shall not apply. Instead the shotcrete shall obtain a minimum compressive strength of 4000 psi (27,500 kPa) at 14 days.

The packaged shotcrete shall be limited to the following proportions:

The portland cement and finely divided minerals shall be 6.05 cwt/cu. yd. (360 kg/cu. m) to 8.50 cwt/cu. yd. (505 kg/cu. m) for Type FA and 6.05 cwt/cu. yd. (360 kg/cu. m) to 7.50 cwt/cu. yd. (445 kg/cu. m) for Type CA. The portland cement shall not be below 4.70 cwt/cu. yd. (279 kg/cu. m) for Type FA or CA.

The finely divided mineral(s) shall constitute a maximum of 35 percent of the total cement plus finely divided mineral(s).

Class F fly ash is optional and the maximum shall be 20 percent by weight (mass) of cement.

Class C fly ash is optional and the maximum shall be 25 percent by weight (mass) of cement.

Ground granulated blast-furnace slag is optional and the maximum shall be 30 percent by weight (mass) of cement.

Microsilica is required and shall be a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent. As an alternative to microsilica, high-reactivity metakaolin may be used at a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent.

Fly ash shall not be used in combination with ground granulated blast-furnace slag. Class F fly ash shall not be used in combination with Class C fly ash. Microsilica shall not be used in combination with high-reactivity

metakaolin. A finely divided mineral shall not be used in combination with a blended hydraulic cement, except for microsilica or high-reactivity metakaolin.

The water/cement ratio as defined in Article 1020.06 shall be a maximum of 0.42.

The air content as shot shall be 4.0 – 8.0 percent.

Note 5. In addition ASTM C 881, Type IV, Grade 2 or 3, Class A, B, or C may be used.

Equipment. Equipment shall be according to Article 503.03 and the following.

Chipping Hammer – The chipping hammer for removing concrete shall be a light-duty pneumatic or electric tool with a 15 lb. (7 kg) maximum class or less.

Blast Cleaning Equipment – Blast cleaning equipment for concrete surface preparation shall be the abrasive type, and the equipment shall have oil traps.

Hydrodemolition Equipment – Hydrodemolition equipment for removing concrete shall be calibrated, and shall use water according to Section 1002.

High Performance Shotcrete Equipment – The batching, mixing, pumping, hose, nozzle, and auxiliary equipment shall be for the wet-mix shotcrete method, and shall meet the requirements of ACI 506R.

Construction Requirements

General. The repair methods shall be either formed concrete repair or shotcrete. The repair method shall be selected by the Contractor with the following rules.

- a) Rule 1. For formed concrete repair, a subsequent patch to repair the placement point after initial concrete placement will not be allowed. As an example, this may occur in a vertical location located at the top of the repair.
- b) Rule 2. Formed concrete repair shall not be used for overhead applications.
- c) Rule 3. Shotcrete shall not be used for column repairs greater than 4 in. (100 mm) in depth, or any repair location greater than 8 in. (205 mm) in depth. The only exception to this rule would be for a horizontal application, where the shotcrete may be placed from above in one lift.
- d) Rule 4. If formed concrete repair is used for locations that have reinforcement with less than 0.75 in. (19 mm) of concrete cover, the concrete mixture shall contain fly ash or ground granulated blast-furnace slag at the maximum cement replacement allowed.

Temporary Shoring or Cribbing. When a temporary shoring or cribbing support system is required, the Contractor shall provide details and computations, prepared and sealed by an Illinois licensed Structural Engineer, to the Department for review and approval. When ever possible the support system shall be installed prior to starting the associated concrete removal. If no system is specified, but during the course of removal the need for temporary shoring or cribbing becomes apparent or is directed by the Engineer due to a structural concern, the Contractor shall not proceed with any further removal work until an appropriate and approved support system is installed.

Concrete Removal. The Contractor shall provide ladders or other appropriate equipment for the Engineer to mark the removal areas. Repair configurations will be kept simple, and squared corners will be preferred.

The repair perimeter shall be sawed a depth of 1/2 in. (13 mm) or less, as required to avoid cutting the reinforcement. Any cut reinforcement shall be repaired or replaced at the expense of the Contractor. If the concrete is broken or removed beyond the limits of the initial saw cut, the new repair perimeter shall be recut. The areas to be repaired shall have all loose, unsound concrete removed completely by the use of chipping hammers, hydrodemolition equipment, or other methods approved by the Engineer. The concrete removal shall extend along the reinforcement bar until the reinforcement is free of bond inhibiting corrosion. The outermost layer of reinforcement bar within the repair area shall be undercut to a depth of 3/4 in. (19 mm) or the diameter of the reinforcement bar, whichever value is larger. The underlying transverse reinforcement bar shall also be undercut as previously described, unless the reinforcement is not corroded, and the reinforcement bar is encased and well bonded to the surrounding concrete.

If sound concrete is encountered before existing reinforcement bars are exposed, further removal of concrete shall not be performed unless the minimum repair depth is not met.

The repair depth shall be a minimum of 1 in. (25 mm). The substrate profile shall be $\pm 1/16$ in. (± 1.5 mm). The perimeter of the repair area shall have a vertical face.

If a repair is located at the ground line, any excavation required below the ground line to complete the repair shall be included in this work.

The Contractor shall have a maximum of 14 calendar days to complete each repair location with concrete or shotcrete, once concrete removal has started for the repair.

The Engineer shall be notified of concrete removal that exceeds 6 in. (150 mm) in depth, one fourth the cross section of a structural member, more than half the vertical column reinforcement is exposed in a cross section, more than 6 consecutive reinforcement bars are exposed in any direction, within 1.5 in. (38 mm) of a bearing area, or other structural concern. Excessive deterioration or removal may require further evaluation of the structure or installation of temporary shoring and cribbing support system.

Surface Preparation. Prior to placing the concrete or shotcrete, the Contractor shall prepare the repair area and exposed reinforcement by blast cleaning. The blast cleaning shall provide a surface that is free of oil, dirt, and loose material.

If a succeeding layer of shotcrete is to be applied, the initial shotcrete surface and remaining exposed reinforcement shall be free of curing compound, oil, dirt, loose material, rebound (i.e. shotcrete material leaner than the original mixture which ricochets off the receiving surface), and overspray. Preparation may be by lightly brushing or blast cleaning if the previous shotcrete surface is less than 36 hours old. If more than 36 hours old, the surface shall be prepared by blast cleaning.

The repair area and perimeter vertical face shall have a rough surface. Care shall be taken to ensure the perimeter sawcut is roughened. Just prior to concrete or shotcrete placement, saturate the repair area with water to a saturated surface-dry condition. Any standing water shall be removed.

Concrete or shotcrete placement shall be done within 3 calendar days of the surface preparation or the repair area shall be prepared again.

Reinforcement. Exposed reinforcement bars shall be cleaned of concrete and corrosion by blast cleaning. After cleaning, all exposed reinforcement shall be carefully evaluated to determine if replacement or additional reinforcement bars are required.

Reinforcing bars that have been cut or have lost 25 percent or more of their original cross sectional area shall be supplemented by new in kind reinforcement bars. New bars shall be lapped a minimum of 32 bar diameters to existing bars. A mechanical bar splicer shall be used when it is not feasible to provide the minimum bar lap. No welding of bars shall be performed.

Intersecting reinforcement bars shall be tightly secured to each other using 0.006 in. (1.6 mm) or heavier gauge tie wire, and shall be adequately supported to minimize movement during concrete placement or application of shotcrete.

For reinforcement bar locations with less than 0.75 in. (19 mm) of cover, protective coat shall be applied to the completed repair. The application of the protective coat shall be according to Article 503.19, 2nd paragraph, except blast cleaning shall be performed to remove curing compound.

The Contractor shall anchor the new concrete to the existing concrete with 3/4 in. (19 mm) diameter hook bolts for all repair areas where the depth of concrete removal is greater than 8 in. (205 mm) and there is no existing reinforcement extending into the repair area. The hook bolts shall be spaced at 15 in. (380 mm) maximum centers both vertically and horizontally, and shall be a minimum of 12 in. (305 mm) away from the perimeter of the repair. The hook bolts shall be installed according to Section 584.

Repair Methods. All repair areas shall be inspected and approved by the Engineer prior to placement of the concrete or application of the shotcrete.

- a) Formed Concrete Repair. Falsework shall be according to Article 503.05. Forms shall be according to Article 503.06. Formwork shall provide a smooth and uniform concrete finish, and shall approximately match the existing concrete structure. Formwork shall be mortar tight and closely fitted where they adjoin the existing concrete surface to prevent leakage. Air vents may be provided to reduce voids and improve surface appearance. The Contractor may use exterior mechanical vibration, as approved by the Engineer, to release air pockets that may be entrapped.

The concrete for formed concrete repair shall be a Class SI Concrete, or a packaged R1 or R2 Mortar with coarse aggregate added, or a packaged Normal Weight Concrete at the Contractor's option. The concrete shall be placed and consolidated according to Article 503.07. The concrete shall not be placed when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40 °F (4 °C). All repaired members shall be restored as close as practicable to their original dimensions.

Curing shall be done according to Article 1020.13.

If temperatures below 45°F (7°C) are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period.

The surfaces of the completed repair shall be finished according to Article 503.15.

- b) Shotcrete. Shotcrete shall be tested by the Engineer for air content according to Illinois Modified AASHTO T 152. Obtain the sample in a damp, non-absorbent container from the discharge end of the nozzle.

For compressive strength of shotcrete, a 18 x 18 x 3.5 in. (457 x 457 x 89 mm) test panel shall be shot by the Contractor for testing by the Engineer. A steel form test panel shall have a minimum thickness of 3/16 in. (5 mm) for the bottom and sides. A wood form test panel shall have a minimum 3/4 in. (19 mm) thick bottom, and a minimum 1.5 in. (38 mm) thickness for the sides. The test panel shall be cured according to

Article 1020.13 (a) (3) or (5) while stored at the jobsite and during delivery to the laboratory. After delivery to the laboratory for testing, curing and testing shall be according to ASTM C 1140.

The method of alignment control (i.e. ground wires, guide strips, depth gages, depth probes, and formwork) to ensure the specified shotcrete thickness and reinforcing bar cover is obtained shall be according to ACI 506R. Ground wires shall be removed after completion of cutting operations. Guide strips and formwork shall be of dimensions and a configuration that do not prevent proper application of shotcrete. Metal depth gauges shall be cut 1/4 in. (6 mm) below the finished surface. All repaired members shall be restored as close as practicable to their original dimensions.

For air temperature limits when applying shotcrete in cold weather, the first paragraph of Article 1020.14(b) shall apply. For hot weather, shotcrete shall not be applied when the air temperature is greater than 90°F (32°C). The applied shotcrete shall have a minimum temperature of 50°F (10°C) and a maximum temperature of 90°F (32°C). The shotcrete shall not be applied during periods of rain unless protective covers or enclosures are installed. The shotcrete shall not be applied when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40°F (4°C). If necessary, lighting shall be provided to provide a clear view of the shooting area.

The shotcrete shall be applied according to ACI 506R, and shall be done in a manner that does not result in cold joints, laminations, sandy areas, voids, sags, or separations. In addition, the shotcrete shall be applied in a manner that results in maximum densification of the shotcrete. Shotcrete which is identified as being unacceptable while still plastic shall be removed and re-applied.

The nozzle shall normally be at a distance of 2 to 5 ft. (0.6 to 1.5 m) from the receiving surface, and shall be oriented at right angles to the receiving surface. Exceptions to this requirement will be permitted to fill corners, encase large diameter reinforcing bars, or as approved by the Engineer. For any exception, the nozzle shall never be oriented more than 45 degrees from the surface. Care shall be taken to keep the front face of the reinforcement bar clean during shooting operations. Shotcrete shall be built up from behind the reinforcement bar. Accumulations of rebound and overspray shall be continuously removed prior to application of new shotcrete. Rebound material shall not be incorporated in the work.

Whenever possible, shotcrete shall be applied to the full thickness in a single layer. The maximum thickness shall be 4 in. (100 mm) unless the shotcrete is applied from above on a horizontal surface, or a thicker application is approved by the Engineer. When two or more layers are required, the minimum number shall be used and shall be done in a manner without sagging or separation. A flash coat (i.e. a thin layer of up to 1/4 in. (6 mm) applied shotcrete) may be used as the final lift for overhead applications.

Prior to application of a succeeding layer of shotcrete, the initial layer of shotcrete shall be prepared according to the surface preparation and reinforcement bar cleaning requirements. Upon completion of the surface preparation and reinforcement bar treatment, water shall be applied according to the surface preparation requirements unless the surface is moist. The second layer of shotcrete shall then be applied within 30 minutes.

Shotcrete shall be cut back to line and grade using trowels, cutting rods, screeds or other suitable devices. The shotcrete shall be allowed to stiffen sufficiently before cutting. Cutting shall not cause cracks or delaminations in the shotcrete. For depressions, cut material may be used for small areas. Rebound material shall not be incorporated in the work. For the final finish, a wood float shall be used to approximately match the existing concrete texture. All repaired members shall be restored as close as practicable to their original dimensions.

Contractor operations for curing shall be continuous with shotcrete placement and finishing operations. The Engineer may require modification of operations to ensure satisfactory results are obtained. Cotton mats shall be applied according to Article 1020.13(a)(5) except the exposed layer of shotcrete shall be covered within 10 minutes after finishing, and wet curing shall begin immediately. As an alternative to this method, Type I curing compound shall be applied according to Article 1020.13(a)(4) within 10 minutes and moist curing with cotton mats shall begin within 3 hours. For overhead applications where the final shotcrete layer has been applied, the Contractor has the option to use Type I curing compound in lieu of the cotton mats. Note 5 of the Index Table in Article 1020.13 shall apply to the membrane curing method. The curing compound shall be applied according to Article 1020.13(a)(4).

When a shotcrete layer is to be covered by a succeeding shotcrete layer within 36 hours, the repair area shall be protected with intermittent hand fogging, or wet curing with either burlap or cotton mats shall begin within 10 minutes. Intermittent hand fogging may be used only for the first hour. Thereafter, wet curing with burlap or cotton mats shall be used until the succeeding shotcrete layer is applied. Intermittent hand fogging may be extended to the first hour and a half if the succeeding shotcrete layer is applied by the end of this time.

The curing period shall be for 7 days, except when there is a succeeding layer of shotcrete. In this instance, the initial shotcrete layer shall be cured until the surface preparation and reinforcement bar treatment is started.

If temperatures below 45°F (7°C) are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period.

Inspection of Completed Work. The Contractor shall provide ladders or other appropriate equipment for the Engineer to inspect the repaired areas. After curing but no sooner than 28 days after placement of concrete or shooting of shotcrete, the repair shall be examined for conformance with original dimensions, cracks, voids, and delaminations. Sounding for delaminations will be done with a hammer or by other methods determined by the Engineer.

The repaired area shall be removed and replaced, as determined by the Engineer, for nonconformance with original dimensions, surface cracks greater than 0.01 in. (0.25 mm) in width, map cracking with a crack spacing in any direction of 18 in. (0.45 m) or less, voids, or delaminations.

If a nonconforming repair is allowed to remain in place, cracks 0.01 in. (0.25 mm) or less shall be repaired with epoxy according to Section 590. For cracks less than 0.007 in. (2 mm), the epoxy may be applied to the surface of the crack. Voids shall be repaired according to Article 503.15.

Publications and Personnel Requirements. The Contractor shall provide a current copy of ACI 506R to the Engineer a minimum of one week prior to start of construction.

The shotcrete personnel who perform the work shall have current American Concrete Institute (ACI) nozzle men certification for vertical wet and overhead wet applications, except one individual may be in training. This individual shall be adequately supervised by a certified ACI nozzle men as determined by the Engineer. A copy of the nozzle men certificate(s) shall be given to the Engineer.

Method of Measurement. This work will be measured for payment in place and the area computed in square feet (square meters). For a repair at a corner, both sides will be measured.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN. (125 MM), STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN. (125 MM)).

When not specified to be paid for elsewhere, the work to design, install, and remove the temporary shoring and cribbing will be paid for according to Article 109.04.

With the exception of reinforcement damaged by the Contractor during removal, the furnishing and installation of supplemental reinforcement bars, mechanical bar splicers, hook bolts, and protective coat will be paid according to Article 109.04.

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
COOPERATION WITH UTILITIES**

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

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

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

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

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

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

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

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

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

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

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

**STATUS OF UTILITIES
UTILITIES TO BE ADJUSTED
HARMS ROAD
GOLF ROAD TO EAST LAKE AVENUE
SECTION: 11-W3841-04-RS**

The following agencies have facilities within the project limits:

Commonwealth Edison Company

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

Village of Glenview

1370 Shermer Road
Glenview, IL 60025
Attn: Russell Jensen
Village Engineer
(847) 486-5649

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

G4S Technology LLC

1428 Sherman Road
Romeoville, IL 60446
Attn: Ray Gregor
(630) 343-2826

AT&T Local Network Solutions

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

RCN

2640 W. Bradley Place
Chicago, IL 60618
Attn: Reece Conrad
(312) 955-2252

Sprint

5600 N. River Road, Suite 300
Rosemont, IL 60018
Attn: James Burton
(847) 737-1273

Qwest Communications

13057 S. Monitor Avenue
Palos Heights, IL 60463
Attn: Kevin Huff
(708) 837-7927
cc: Kim Jordan
(800) 283-4237

Harms Road (Contd.)

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

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

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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**STATUS OF UTILITIES
UTILITIES TO BE ADJUSTED
GREEN BAY ROAD AND THE UNION PACIFIC RAILROAD
OVER THE KENILWORTH PEDESTRIAN UNDERPASS
(SOUTHEAST OF CUMBERLAND AVENUE)
SECTION: 11-05543-02-BR**

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 Kenilworth

419 Richmond Road
Kenilworth, IL 60043
Attn: Ignazio Fiorentino
(847) 251-1666

AT&T Illinois

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

Comcast

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

Nicor Gas Company

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

Union Pacific Railroad Company

301 W. Lake Street
Nortylake, IL 60164
Attn: Rich Ellison
(708) 649-5214

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

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

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**SPECIAL PROVISION
FOR
WATERPROOFING OF SANITARY MANHOLES**

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION
FOR
SODDING

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

252.09 Supplemental Watering. Revise the third sentence to read:

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

252.11 Inspection. Revise the first paragraph to read:

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

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

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

**SPECIAL PROVISION
FOR
WORK ZONE TRAFFIC CONTROL**

Revise Article 701.10 of the Standard Specifications to read:

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

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

**SPECIAL PROVISION
FOR
TRAFFIC PROTECTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Rough Grooved Surface" signs (W8-1107) shall be used when the road has been cold milled and open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 150m (500 feet) preceding the start of the milled pavement and on all side roads within the posted area. The "Rough Grooved Surface" signs on the side roads shall be posted 60m (200 feet) from the mainline pavement. All signs shall have a 450mm x 450mm (18" x 18") orange flag and amber flashing light attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Method of Measurement. Delete: Article 701.19 Method of Measurement

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

Basis of Payment. Delete: Article 701.20 Basis of Payment

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

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

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

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

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

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

Where "P" is the contract price for Traffic Protection

Difference between original and final sum total

value of all the work items for which

Where "X" = protection is required.

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

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

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

**SPECIAL PROVISION
FOR
PROJECT SIGNS PLAQUE**

County will erect signs announcing 'A Cook County Department of Highways, Road Improvement Project' with a 24"X4" size plaque reading 'COMING SOON' in front and 'COMPLETED' in back. Contractor will remove this 24"X4" size plaque and store it at the beginning of work on the contract. When work on the contract is completed, Contractor will attach the plaques to the Project signs reading 'COMPLETED'. The cost of this work will be incidental to the contract.

**SPECIAL PROVISION
FOR
ERADICATION OF EXISTING PAVEMENT MARKING**

Description. This work shall consist of eradication of existing painted, thermoplastic or preformed plastic pavement markings by sand or hydro-blasting and/or by grinding.

Equipment. All equipment shall be approved by the Engineer prior to use and shall be sufficient capacity to efficiently and economically clean the roadway surface to the specified cleanliness. The equipment shall be power driven and in good operating condition. The equipment shall utilize moisture and oil traps, in working order, of sufficient capacity to remove contaminants from the air and prevent deposition of moisture, oil, or other contaminants on the roadway surface.

If a high pressure water spray or "hydro blast" is used, the pressure at the nozzle shall be no less than 6,500 psi and no more than 9,500 psi with 10 to 13 gallons of water per minute used.

The blasting medium shall be a quality commercial product capable of producing the specified surface cleanliness without the deposition of deleterious materials on the cleaned surface.

Eradication Requirements. The eradication shall be performed only on that portion of the roadway surface designated by the Engineer or as specified in the plans. Widths, lengths, and shapes of the blast-cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be removed.

Ninety percent (90%) of the pavement substrate shall be exposed. This shall include not only removal of the existing white or yellow pavement markings, but shall also include sufficient removal of any black markings which exist between the lane lines.

Over cleaning to the extent of possible damage to the roadway surface shall be held to a minimum. Very small particles of tightly adhering existing markings may remain in place if, in the opinion of the Engineer, complete removal of the small particles will result in pavement surface damage.

The clearing operation shall be a continuous moving process with minimum interruption to traffic. Care should be taken to protect all persons and property from injury or damage.

Method of Measurement. Eradicated pavement marking shall be measured for payment in square feet. The area used for measurement shall be the actual area of lines and in the case of letters and symbols shall be the area of the smallest rectangle that will circumscribe each individual letter or symbol.

Basis of Payment. This work will be paid for at the contract unit price per square foot of ERADICATION OF EXISTING PAVEMENT MARKING, which price shall include eradication of existing painted, thermoplastic or preformed plastic pavement markings to the satisfaction of the Engineer.

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

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

**SPECIAL PROVISION
FOR
REPLACEMENT OF RAISED REFLECTIVE PAVEMENT MARKER**

This item shall consist of removing existing raised reflective pavement marker castings, repairing the pavement with EPOXY that has similar color as pavement after the existing casting has been removed, and installing a new snowplow resistant raised reflective pavement marker complete with reflector within the limits as shown on plans or as directed by the Engineer. The proposed casting shall match the model of the existing casting model installed in the pavement.

The removal of the damaged raised pavement marker casting shall meet the requirements of Section 783 and the installation of the proposed raised pavement marker casting shall meet the requirements of the Section 781 of the "Standard Specifications for Road and Bridge Construction". To ensure proper installation of the proposed raised pavement marker, the marker shall be located fore or aft of the existing casting location and on the existing alignment or as directed by the engineer.

This item also includes replacement of missing raised reflective pavement marker castings

SPECIAL PROVISION
FOR
TRAFFIC SIGNAL WORK GENERAL

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

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

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

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

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

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

- Grass Areas: Replace top soil to a depth of four (4) inches (100 mm), re-grade shoulders, ditch slopes, and open areas back to former existing grades, fertilize, seed and mulch all damaged areas.
- Sod Areas (areas adjacent to residential, commercial and industrial properties and any other areas as directed by the engineer): Fertilize and re-sod damaged areas.
- Plant Materials: Remove and replace damaged trees, shrubs and vines with the same varieties that existed prior to damage.

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

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

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

Control of Traffic Signal Materials.

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

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

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

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

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

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

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

- Three (3) complete set of manufacturer's descriptive literature, drawings, and specifications of the traffic signal equipment, handholes, junction box, cable, conduit and all associated items that will be installed on the contract. Partial or incomplete submittal will be returned without review.

- The contractor shall supply samples of all wire and cable, and shall make up and supply samples of each type of cable splice proposed for use in the work for the-Engineer's approval.
- Seven (7) complete shop drawings of the mast arm assemblies and poles including combination mast arm poles are required, showing in detail the fabrication, anchor bolts, reinforcing materials, design material, thickness of sections and weld sizes. These drawing shall be at least 11" x 17" (275mm x 425mm) in size and adequate quality for microfilming. Certain non-standard mast arm poles and assemblies will require additional review. The Contractor shall account for additional review time in their schedule.

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

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

Maintenance and Responsibility.

Revise Article 801.11 to read as follows.

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

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

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

Damage to Traffic Signal System.

Add the following to Article 801.12(b).

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

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

Traffic Signal Inspection (Turn – On).

Revise Article 801.15b to read as follows.

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

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

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

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

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

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

Location of Underground State and County Maintained Facilities.

Revise Article 803 to read as follows.

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

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

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

**SPECIAL PROVISION
FOR
CONSTRUCTION AT RAILROAD CROSSING**

Prior to the start of work, the Contractor is required to contact the railroad as listed below for requirements pertaining to construction in the vicinity of its existing railroad crossing.

The following is a preliminary summary of the requirements obtained by the County from the Railroad, including approximate costs to the contractor.

- 1) Prior to the start of any work the contractor is required to obtain, from the Railroad, a Right-Of-Entry Agreement with the Railroad. Cost =\$545.00

The Railroad official to be contacted is:

NAME: John Hertzler

PHONE: (402) 544-8801

DOT CROSSING NUMBER:

- 2) The Contractor is required to use Railroad flagmen during construction. Approximate Cost = \$600 per day per flagman.
- 3) The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications. The limits of liability shall be in accordance with Article 107.11 of the Standard Specifications unless otherwise noted. A separate policy is required for each railroad indicated below unless otherwise noted.

NAMED INSURED	NUMBER AND SPEED OF FREIGHT TRAINS	NUMBER AND SPEED PASSENGER TRAINS
Union Pacific Railroad Company 1400 Douglas Street, Stop 1870 Omaha, NE 68179-1870	N/A	N/A
DOTAAR No.:176553J RR Division: Chicago		RR mile Post: 15.2 RR Subdivision: Kenosha
For Freight/Passenger Information Contact: John Venice		Phone: (312) 777-2043
For Insurance Information Contact: Kathy Nessor		Phone: (402) 544-8549
For Right of Entry Permit Contact: John Hertzler		Phone: (402) 544-8801

APPROVAL OF INSURANCE: The ORIGINAL and one CERTIFIED copy of each required policy shall be submitted to the Resident Engineer for approval. The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Resident Engineer evidence that the required Railroad Protective Liability Insurance has been approved by the railroad(s). The Contractor shall also provide the Resident Engineer with the expiration date of each required policy.

The cost to the contractor for payments to the Railroad for all required permits, insurance, flagmen, cable locates, and any other requirements as dictated by the Railroad, shall be incidental to the contract. The County will not reimburse the contractor for these costs, and no additional compensation will be allowed.

Prior the start of work, the contractor shall present proof, to the County, of fulfilling the Railroad's permit and insurance requirements.

**SPECIAL PROVISION
FOR
DETECTOR LOOP**

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

Description.

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

Procedure.

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

Installation.

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

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

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

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

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

Type 1:

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

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

Preformed:

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

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

Method of Measurement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to the Contractor, 30 percent of the bid price will be paid. Following the traffic signal maintenance transfer to County, state and/or local agency, 30 percent of the bid price will be paid. The remaining 40 percent will be paid when all items on the punch list are done to the satisfaction of the engineer.

**SPECIAL PROVISION
FOR
ABOVE GRADE INLET PROTECTION**

Add the following to Article 280.02 of the Standard Specifications:

"(k) Above Grade Inlet Filter 1081.15(i)"

Add the following paragraph after the second paragraph of Article 280.04(c) of the Standard Specifications:

"When above grade inlet filters are specified, they shall be of sufficient size to completely span and enclose the inlet structure. Prior to ordering materials, the Contractor shall determine the size of the various drainage structures being protected."

Add the following paragraph after the second paragraph of Article 280.08(d) of the Standard Specifications:

"Protection of drainage structures with rigid inlet protection assemblies will be paid for at the contract unit price per each for ABOVE GRADE INLET FILTERS."

Add the following to Article 1081.15 of the Standard Specifications:

"(i) Above Grade Inlet Filters. Above grade inlet filters shall consist of a rigid polyethylene frame covered with a fitted geotextile filter. A clean, used fitted filter and a used rigid polyethylene frame in good condition meeting the approval of the Engineer may be substituted for new materials. Materials for the above grade inlet filter assembly shall be according to the following.

- 1) Frame Construction. Frame shall be constructed of a high density polyethylene copolymer. The design of the frame shall allow the structure to fit completely over the sewer inlet. The frame shall be a minimum of 26 in. (650 mm) tall and the top of the frame shall be designed with an opening to allow large volumes of water to pass through under high flow events. The frame shall conform to the following requirements:

Frame	Test Method	Value
Material Property		
Tensile Yield Strength	ASTM D 638	3600 psi (24.82 MPa)
Elongation at Break	ASTM D 638	>600%
Tensile-Impact Strength	ASTM D 1822	170 ft lb/sq in (230 J)
Brittleness Temperature	ASTM D 746	<-105°F (-76.11 °C)
Environmental Stress Cracking	ASTM D 1693	>800 hours
Durometer Hardness, Shore A	ASTM D 2240	68

Vicat Softening Temperature	ASTM D 1525	254°F (123.33°C)
Deflection Temperature	ASTM D 648	157°F (69.44°C)
Coefficient of Linear Thermal Expansion	ASTM D 696	7x10 ⁻⁵ in/in/°F (12.6x10 ⁻⁵)
Bulk Density	ASTM D 1895	37 lbs/cu ft (592.7 kg/cu m)

- 2) Fitted Geotextile Filter. The sides of the fitted geotextile filter shall be constructed of 100 percent continuous polyester needle-punched fabric. The filter shall be fabricated to provide a direct fit to the frame. The top of the filter shall integrate a coarse screening to allow large volumes of water to pass through in the event of heavy flows. This screening shall have a minimum apparent opening of 1/2 in. (13 mm). The filter shall have integrated anti-buoyancy pockets capable of holding no less than 3.0 cu ft (0.08 cu m) of stabilization material. Each filter shall have a label with the following information sewn to or otherwise permanently adhered to the outside: manufacturer's name, product name, and lot, model or serial number. The fitted geotextile filter shall conform to the following requirements:

Fitted Geotextile Filter		
Material Property	Test Method	Minimum Avg. Roll Value
Weight	ASTM D 3776	3.0 oz/sq yd +/- 10% (71.1 grams/sq m)
Grab Tensile Strength	ASTM D 4632	80 lb min. (36.29 kg)
Grab Tensile Elongation	ASTM D 4632	50%
Bursting Strength	ASTM D 3786	150 psi min. (1.03 MPa)
Puncture Resistance	ASTM D 4833	50 lb min. (22.68 kg)
Trapezoid Tearing Strength	ASTM D 4533	30 lb min. (13.61 kg)
Apparent Opening Size	ASTM D 4751	Sieve No. 70 (0.212 mm)
Permittivity	ASTM D 4491	2.0/sec
Water Permeability	ASTM D 4491	102 gal/min/sq ft (4150 liter/min/sq m)
UV Resistance	ASTM D 4355	70% at 500 hours

- 3) Certification. The manufacturer shall furnish a certificate with each shipment of above grade inlet filter assemblies, stating the amount of product furnished and that the material complies with these requirements."

**SPECIAL PROVISION
FOR
BRIDGE DECK THIN POLYMER OVERLAY**

Description. This work shall consist of furnishing and applying a thin, multiple-layer polymer overlay to the bridge deck as shown on the plans. The total thickness of the overlay system shall not exceed 3/8 inch (10 mm).

This work shall also include the final surface preparation of the existing concrete deck by shotblasting after all repairs have been completed and cured as specified.

The supplier of the material shall furnish a technical representative at the job site at all times during overlay placement.

Materials. The manufacturer of the materials shall supply Material Safety Data Sheets (MSDS) detailing the appropriate safety and handling considerations. These MSDS shall be prominently displayed at the storage site and all workers shall be thoroughly familiar with safety precautions prior to handling the material.

- a) Epoxy Binder. The epoxy resin base and hardener shall be composed of a two-component, 100% solids, 100% reactive, thermosetting compound with the following properties:

Property	Requirements	Test Method
Viscosity (Poises)	7 – 35	ASTM D 2393, Brookfield RVT, Spindle No. 3, 20 rpm
Gel Time (Minutes)	15 – 45	ASTM C 881, Paragraph 11.2, Modified ^B
7-day Tensile Strength In psi (kPa)	1,100 – 5,000 (7,600 – 34,500)	ASTM D 638
7-day Elongation (%)	20 – 80	ASTM D 638
7-day Max. Absorption (%)	1.5	ASTM D 570
Shore D Hardness	58 – 75	ASTM D 2240-86
28-day Max. Chloride Permeability (Coulombs)	100	AASHTO T 277
Infrared Spectrum	c	AASHTO T 237, Paragraphs 4 and 5

^ABased on specimens or samples cured or aged and tested at 75°F

^BUse a 70 ml sample instead of a 60 gram sample.

^CTo be established for each component by each manufacturer.

- b) Aggregate. The aggregate shall contain less than 0.2 percent moisture and be clean and free of dust. The aggregate shall have a Mohs scale hardness greater than 6 and shall consist of bauxite, crushed porphyry, aluminum oxide, or other similarly hard, durable, angular shaped aggregate, as recommended by the manufacturer and approved by the Engineer. Wet bottom boiler coal slag shall not be used.

The aggregate shall conform to the following gradation:

Sieve Size	% Passing by Weight
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	30 – 75
No. 16 (1.18 mm)	0 – 5
No. 30 (0.60 mm)	0 – 1

- a) Polymer Overlay System. The polymer overlay system shall have the following properties:

Property	Requirements ^A	Test Method
Minimum Compressive Strength at 8 Hrs. psi (kPa)	1,000 (6,900)	ASTM C 579 Method B, Modified ^B
Minimum Compressive Strength at 48 Hrs. psi (kPa)	5,000 (34,500)	Same as Above
Thermal Compatibility	No Delaminations	ASTM C 884
Minimum Pull-off Strength at 24 Hours psi (kPa)	250 (1,700)	ACI 503R, Appendix A

^ABased on specimens or samples cured or aged and tested at 75°F

^BPlastic inserts that will provide 2 inch by 2 inch (51 mm by 51 mm) cubes shall be placed in the oversized brass molds.

At the pre-construction conference, the Contractor shall provide the Engineer with the source of the material that will be used. The manufacturer shall furnish samples of resin material and aggregate as required by the Engineer. The Department will maintain an Approved List of Bridge Deck Thin Polymer Overlay Systems.

Equipment. The equipment used shall be subject to the approval of the Engineer and shall meet the following requirements:

- a) Surface Preparation Equipment. Surface preparation equipment shall be according to the applicable portions of Section 1100 and the following:
- (1) Mechanical Scarifying Equipment. Scarifying equipment shall be a power-operated, mechanical scarifier capable of uniformly scarifying or removing the existing concrete surface and new patches to the depths required in a satisfactory manner. Other types of removal devices may be used if their operation is suitable and they can be demonstrated to the satisfaction of the Engineer.
 - (2) Shotblasting Equipment. The blasting medium shall be steel shot. The size and hardness of the shot, the flow of the shot, the forward speed, and the number of passes shall be as recommended by the manufacturer. The shotblasting equipment shall be capable of removing weak concrete at the surface, including the microfractured concrete surface layer remaining as a result of mechanical scarification, and shall have oil traps. The cleaning residue shall be contained and removed by the shotblasting equipment.
 - (3) Hand-Held Blast Cleaning Equipment. Blast cleaning using hand-held equipment shall be performed by abrasive blasting. Hand-held blast cleaning equipment shall have oil traps.
 - (4) Power-Driven Hand Tools. Power driven hand tools will be permitted. Jackhammers shall be lighter than the nominal 45 pound (20 kg) class. Jackhammers or chipping hammers shall not be operated at angles in excess of 45 degrees, measured from the surface of the slab.
- b) Pull-off Test Equipment. Equipment used to perform pull-off testing shall be either approved by the Engineer, or obtained from one of the following approved sources:

James Equipment
007 Bond Tester
847-329-9999

Germann Instruments, Inc.
BOND-TEST Pull-off System

SDS Company
DYNA Pull-off Tester
805-238-3229

Pull-off test equipment shall include all miscellaneous equipment and materials to perform the test and clean the equipment, as indicated in the Illinois Pull-off Test (Surface or Overlay Method). Prior to the start of testing, the Contractor shall submit to the Engineer a technical data sheet and material safety data sheet for the epoxy used to perform the testing. For solvents used to clean the equipment, a material safety data sheet shall be submitted.

- c) Overlay Application Equipment. For mechanical applications, the equipment shall consist of an epoxy distribution system, aggregate dispersing equipment, sweeper broom or vacuum truck, and a source of lighting if work is to be performed at night. The epoxy distribution system shall thoroughly blend the epoxy components so that the resulting product has the same material

properties as certified in the Materials section. The Engineer reserves the right to sample from the epoxy distribution system at any time during placement operations. The aggregate spreader shall be propelled in such a manner as to uniformly apply the aggregate so that 100 percent of the epoxy material is covered to excess. The sweeper broom or vacuum truck shall be self-propelled. Equipment shall provide compressed air that is free from oil and water.

For hand applications, the equipment shall consist of calibrated containers, a paddle-type mixer, squeegees or rollers, and a broom. All equipment shall be suitable for mixing and placement according to the epoxy manufacturer's recommendations.

Construction. All hot-mix asphalt removal and deck repairs shall be performed and cured according to the Special Provision for "Deck Slab Repair" prior to any surface preparation operations. The thin polymer overlay shall not be placed on any concrete surface that is less than 28 days old.

a) Surface Preparation.

- (1) Bridge Deck Scarification. When specified, concrete bridge deck scarification shall be performed to the depth noted on the plans. Sidewalks, curbs, drains, reinforcement, and/or existing transverse and longitudinal joints that are to remain in place shall be protected from damage during scarification and cleaning operations. All damage caused by the Contractor shall be corrected at the Contractor's expense, to the satisfaction of the Engineer.

The scarification work shall consist of removing the designated concrete deck surface using mechanical scarifying equipment. In areas of the deck that are not accessible to the scarifying equipment, power-driven hand tools will be permitted.

A trial section located on the existing deck surface will be designated by the Engineer. The Contractor shall demonstrate that the equipment, personnel, and methods of operation are capable of producing results that are satisfactory to the Engineer. The trial section will consist of an area of approximately 30 sq. ft. (3 sq m).

Once the settings are established, they shall not be changed without the permission of the Engineer. The removal shall be verified, as necessary, at least every 16 ft. (5 m) along the cutting path. If concrete is being removed below the desired depth, the equipment shall be reset or recalibrated.

All areas designated to be scarified shall be scarified uniformly to the depth as specified on the plans, but shall not exceed 1 in. (25 mm). Concrete removal below the specified depth shall be replaced at the Contractor's expense, to the satisfaction of the Engineer.

- (2) Deck Patching. After bridge deck scarification, the deck shall be thoroughly cleaned of broken concrete and other debris. The Engineer will sound the scarified deck and all unsound areas will be marked for removal and repairs. All designated patching shall be completed according to the Special Provision for "Deck Slab Repair."

Patching shall be completed prior to final surface preparation. Patches shall be struck off and then roughened with a suitable stiff bristled broom or wire brush to provide a rough

texture design to promote bonding to the overlay. Hand finishing of the patch surface shall be kept to a minimum to prevent overworking of the surface.

- (3) Final Surface Preparation. Final surface preparation shall consist of the operation of shotblasting equipment to remove any weak concrete at the surface, including the microfractured concrete surface layer remaining as a result of mechanical scarification. Any areas determined by the Engineer to be inaccessible to the shotblasting equipment shall be thoroughly blast cleaned with hand-held equipment.

Final surface preparation shall also include the cleaning of all dust, debris, and concrete fines from the deck surface including vertical faces of curbs and barrier walls up to a height of 1 in. (25 mm) above the overlay. Compressed air shall be used for this operation. When using compressed air, the air stream must be free of oil. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely.

After the final surface preparation has been completed and before placement of the overlay, the prepared deck surface will be tested by the Engineer according to the Illinois Pull-off Test (Surface Method). The Contractor shall provide the test equipment.

- a) Start-up Testing. Prior to the first overlay placement, the Engineer will evaluate the shotblasting method. The start-up area shall be a minimum of 600 sq. ft. (56 sq. m). After the area has been prepared, six random test locations will be determined by the Engineer, and tested according to the Illinois Pull-off Test (Surface Method).

The average of the six tests shall be a minimum of 175 psi (1,200 kPa) and each individual test shall have a minimum strength of 160 psi (1,100 kPa). If the criteria are not met, the Contractor shall adjust the shotblasting method. Start-up testing will be repeated until satisfactory results are attained.

Once an acceptable shotblasting procedure (speed, size of shot, etc.) is established, it shall be continued for the balance of the work. The Contractor may, with permission of the Engineer, change the shotblasting procedure or equipment, in which case additional start-up testing will be required.

- b) Lot Testing. After start-up testing has been completed, the following testing frequency will be used. For each structure, each stage will be divided into lots of not more than 4500 sq. ft. (420 sq m). Three random test locations will be determined by the Engineer, and tested according to the Illinois Pull-off Test (Surface Method).

The average of the three tests shall be a minimum of 175 psi (1,200 kPa) and each individual test shall have a minimum strength of 160 psi (1,100 kPa). In the case of a failing individual test or a failing average of three tests, the Engineer will determine the area that requires additional surface preparation by the Contractor. Additional test locations will be determined by the Engineer.

In addition to start-up and lot testing, the Department may require surface pull-off testing of areas inaccessible to shotblasting equipment and blast cleaned with hand-held equipment. The Engineer will

determine each test location, and each individual test shall have a minimum strength of 175 psi (1,200 kPa).

b) Application of Overlay

- (1) Overlay Placement. The handling and mixing of the epoxy resin and hardening agent shall be performed in a safe manner to achieve the desired results according to the manufacturer's written recommendations. Overlay materials shall not be placed when ambient air temperatures are below 55°F (13°C) or above 90°F (32°C), or when deck temperature is below 60°F (16°C). All components shall have a temperature no less than 60°F (16°C) immediately before mixing and placement. Overlay materials shall not be placed when rain is forecast within 24 hours of application.

There shall be no visible moisture present on the surface of the concrete at the time of application of the thin polymer overlay. A plastic sheet left taped in place for a minimum of two hours, according to ASTM D 4263, shall be used to identify moisture in the deck.

Construction traffic shall not be allowed on any portion of the deck that has been shotblasted or on the overlay without approval from the Engineer. Overlay placement shall begin as soon as possible after the surface preparation operation. In no case shall the time between surface preparation and application of the first lift exceed 24 hours.

The polymer overlay shall consist of a two-course application of epoxy and aggregate. Each of the two courses shall consist of a layer of epoxy covered with a layer of aggregate in sufficient quantity to completely cover the epoxy. The total thickness of the overlay shall not be less than 1/4 inch (6 mm). The dry aggregate shall be applied in such a manner as to cover the epoxy mixture completely within five minutes of application. The dry aggregate shall be sprinkled or dropped vertically in a manner such that the level of the epoxy mixture is not disturbed. First course applications that do not receive enough aggregate prior to gel shall be removed and replaced. A second course applied with insufficient aggregate may be left in place, but will require additional applications before opening to traffic.

The preceding course of thin polymer overlay shall be cured until brooming or vacuuming can be performed without tearing or otherwise damaging the surface prior to application of succeeding courses. No traffic or equipment shall be permitted on the overlay surface during the curing period.

After the curing period, all loose aggregate shall be removed by brooming or vacuuming before the next overlay course is applied. This procedure is repeated until the minimum overlay thickness is achieved.

Unless otherwise specified, the thin polymer overlay courses may be applied over the expansion joints and joint seals of the bridge deck. The expansion joints and joint seals shall be protected by a bond breaker. Prior to opening any application to traffic, the overlay over each joint shall be removed.

Before opening to traffic, at least one pull-off test location per lane, per 100 feet (30 m) of bridge length will be designated by the Engineer. Pull-off testing shall be performed according to the Illinois Pull-off Test (Overlay Method). The Contractor shall provide the test equipment. Each individual test shall have a minimum strength of 150 psi (1,000 kPa). Unacceptable test results will require removal and replacement of the overlay at the Contractor's expense, and the locations will be determined by the Engineer.

The thickness of the overlay shall be verified to be at least 1/4 inch (6 mm) thick, as measured from the deck surface to the top of the resin. Cores from pull-off tests shall be used to determine overlay thickness. Thin areas shall be re-coated and re-tested at no additional cost to the Department.

If additional applications are required due to deficient thickness or insufficient aggregate, the Engineer may require additional pull-off strength tests to verify the Contractor's procedures.

Pull-off test locations, thickness test locations, and any debonded areas shall be repaired before final acceptance.

- (2) Curing. The Contractor shall plan and prosecute the work so as to provide at least eight hours of curing or the minimum cure as prescribed by the manufacturer prior to opening that section to public or construction traffic.
- (3) Storage and Handling. Resin materials shall be stored in their original containers inside a heated warehouse in a dry area. Storage temperatures shall be maintained between 60 – 90°F (16 – 32°C)

The resin material shall be stored on the job site in a trailer, protected from moisture, and maintained within a temperature range of 60 – 90°F (16 – 32°C).

Protective gloves and goggles shall be provided by the Contractor to workers that are directly exposed to the resin material. Product Safety Data Sheets from the manufacturer shall be provided for all workers by the Contractor.

All aggregates shall be stored in a dry environment and shall be protected from contaminants on the job site. Aggregate that is exposed to rain or other moisture shall be rejected.

Method of Measurement. The area of scarification on the bridge deck will be measured for payment in square yards (square meters).

The area of thin polymer overlay will be measured in square yards (square meters) of horizontal deck area, completed and accepted.

Basis of Payment. This work shall be paid for at the contract unit price per square yard (square meter) for BRIDGE DECK THIN POLYMER OVERLAY of the thickness specified.

The concrete bridge deck scarification will be paid for at the contract unit price per square yard (square meter) for CONCRETE BRIDGE DECK SCARIFICATION of the thickness specified.

**SPECIAL PROVISION
FOR
CONCRETE METHACRYLATE SEALER**

Description. This work shall consist of surface preparation (removal of efflorescence) and placement of a concrete methacrylate sealer on the concrete surface of the existing retaining wall and staircase locations at the pedestrian underpass in the village of Kenilworth. Work shall be according to Section 587 of the Standard Specifications except as modified herein.

Materials. The concrete methacrylate sealer material specified below shall be applied to the exposed concrete retaining wall surfaces at the ramp and stair case locations.

Property	Test Reference	Value
Tensile Strength	ASTM D-307	2,800 psi (19.3 MPa)
Tensile Elongation	ASTM D-638	30-50%
Compressive Strength	ASTM D-695	7,000 psi (48 MPa)
Slant Shear/Bond Strength	ASTM C-882	> 1500 psi (10 MPa), failure in concrete
Flexural Strength	ASTM D-790	3,200 psi (22MPa)

CONSTRUCTION REQUIREMENTS

General. A protective concrete surface treatment consisting of a methacrylate sealer containing hydrophobing agents shall be applied to the entire surface of the retaining walls. The surface preparation, application techniques, and application rates shall be in accordance with the manufacturer's recommendations. As a minimum, all concrete must be at least 14 days old, and all structural repair of concrete and cleanup operations must be completed. The surface shall have at least a 48-hour drying period since the last rain. The concrete methacrylate sealer shall not be applied if rain is forecasted within 24 hours of the application time.

The Contractor shall provide to the Engineer written documentation from the methacrylate sealer manufacturer that outlines the recommended surface preparation, application techniques, and application rates.

Workmanship. Remove efflorescence on the surface of the bricks and concrete, if any, by scrubbing with clean water and a stiff bristle brush. (efflorescence is a white soluble salt deposit which frequently appears on masonry and concrete surfaces.) When this procedure does not remove all the efflorescence, the surface shall be scrubbed with a solution of muriatic acid (hydrochloric acid) not stronger than one part of the commercial acid to nine parts water by volume. Before an acid treatment is used on any masonry or concrete wall, the solution shall be tested on a small, inconspicuous portion to be sure that there is no adverse effect on the wall. Dampen the wall surface with clean water before applying the acid solution. Application shall not be more than four (4) square feet at a time, with a delay of about 5 minutes before scrubbing off the salt deposit with a stiff bristle brush. After the treatment, the surface shall be immediately

and thoroughly flushed with clean water to remove all the acid. It is highly important that the recommendation regarding water soaking and rising of the brick and concrete wall, before and after acid washing, be followed.

CAUTION: Muriatic Acid (Hydrochloric Acid) will cause severe eye and skin burns. Use in well ventilated areas. Wear appropriate protective equipment as per manufacturer's instructions and recommendations.

Basis of Payment. This work will be paid for at the contract unit price per square meter (square yard) for CONCRETE METHACRYLATE SEALER.

**SPECIAL PROVISION
FOR
FIBER REINFORCED POLYMER**

Description of Work.

- 1) This specification is intended to define the minimum requirements of structural strengthening using externally bonded fiber reinforced polymer (FRP) composite systems.
- 2) The work includes the furnishing of all materials, labor, equipment and services for the supply, installation and finish of all structural strengthening using externally bonded FRP composite system.
- 3) The general contractor or subcontractor shall furnish all materials, tools, equipment, transportation, necessary storage, access, labor and supervision required for the proper installation of the externally bonded FRP composite system.

Work Included.

- 1) This Section of the Specification is not necessarily complete in itself. Read in conjunction with the Contract Document.

Reference Standards

General.

The publications listed below form a part of this specification to the extent referenced. Where a date is given for referenced standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of the Notice of Invitation to Bid shall be used.

International Code Council (ICC)

- 1) ICC AC125, Acceptance Criteria for Concrete and Reinforced and Unreinforced Masonry Strengthening Using Externally Bonded Fiber Reinforced Polymer (FRP) Composite Systems.
- 2) ICC AC178, Interim Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Externally Bonded Fiber Reinforced (FRP) Composite Systems.

American Standard for Testing and Materials (ASTM)

- 1) ASTM D7565/D7565M, Standard Test Method for Determining Tensile Properties of Fiber Reinforced Polymer Matrix Composites Used for Strengthening of Civil Structures.
- 2) ASTM D3039, Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials.
- 3) ASTM D7522/D7522M, Standard Test Method for Pull-Off Strength for FRP Bonded to Concrete Substrate.

- 4) ASTM D4541, Standard Test Method for Pull-off Strength of Coating Using Portable Adhesive-Testers.
- 5) American Concrete Institute (ACI)
- 6) ACI 440.2R-08, Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures.
- 7) International Concrete Repair Institute (ICRI)
- 8) ICRI Technical Guideline No. 310.2-1997 (formerly No. 03732), Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

MATERIAL QUALIFICATIONS

- 1) Materials for the FRP system have been pre-qualified and shall be supplied by the following manufacturers:
 - a) Fyfe Co. LLC (8380 Miralani Drive, Suite A, San Diego, CA 92126. Tel: 858-642-0694, Fax: 858-444-2982, Email: info@fyfeco.com)
 - b) Approved alternate FRP manufacturer. Alternate FRP systems must provide all items listed in Section 1.5 of this specification with their bid; otherwise, they shall be considered non-compliant.

Submittals

Quality Control and Quality Assurance.

- 1) Submit product data indicating product standards, physical and chemical characteristics, technical specifications, limitations, installation instructions, maintenance instructions and general recommendations regarding each individual material.
- 2) Only epoxy resins will be accepted for construction of FRP systems referenced in this specification. Other resins, such as polyesters/vinyl esters, are not allowed as substitutes. The manufacturer shall clearly define the epoxy resin working time. Any batch that exceeds the batch life shall not be used.
- 3) The proposed FRP Systems shall be compliant with ICC AC125 and provide a current ICC Evaluation Service Report, compliant with the 2009 International Building Code (IBC).
- 4) Submit a list of completed surface bonded FRP composite strengthening projects completed with the manufacturer's FRP composite system in the past 3 years. The list should include at a minimum 25 projects with proposed FRP system, the dates of work, type, description and amount of work performed.
- 5) Surface bonded FRP composite system shall be installed by certified applicator with written consent from manufacturer that the contractor has been trained. Certified applicator shall have a minimum of 3 years experience in performing FRP composite retrofits.
- 6) The Engineer may suspend the work if the Contractor substitutes an unapproved fiber reinforced composite system or unapproved personnel during construction.

Design and working drawings:

- 1) Stamped and signed structural calculations and drawings by a professional Civil or Structural Engineer. Design shall be based on the clearly written performance criteria defined on the structural drawings.
- 2) Working drawings shall detail the type, locations, dimensions, numbers of layers, and orientation of all FRP materials and coatings to be installed.
- 3) A list of two different manufacturer approved testing laboratories that can perform the required ASTM D7565/D7565M and/or ASTM D3039 tests as per Section 3.3 of this specification.

Product Information:

- 1) Provide an ICC Evaluation Service Report, compliant with the 2009 IBC, for the proposed products.
- 2) Provide approved UL rated assembly data for any required fire-resistant finishes (e.g. 2-hour/4-hour rated assembly per ASTM E119, Class 1 Flame & Smoke per ASTM E84).
- 3) Properties of the composite materials as determined by independent laboratory testing in accordance with ASTM D7565/D7565M and/or ASTM D3039 (tensile modulus, stress and strain).
- 4) Large-scale structural testing results of the proposed composite system from independent laboratories on similar structural sections.
- 5) Installation procedures, maintenance instructions, and general recommendations regarding each material to be used.
- 6) Manufacturer's Material Safety Data Sheets (MSDS) for all materials to be used.
- 7) Manufacturer's product data sheet indicating physical, mechanical and chemical characteristics of all materials used in the FRP system.
- 8) Written verification from the manufacturer that their applicator has received the required certifications and training.
- 9) Certification by the manufacturer that supplied products comply with local regulations controlling use of volatile organic compounds (VOC's).
- 10) Products that require the use of respirators do not comply with local regulations controlling use of VOC's and shall not be allowed.

PERFORMANCE

- 1) .1 Design the composite system to achieve the structural performance shown on the structural drawings. Design calculations for the composite system shall be submitted for approval by the engineer of record, and shall be stamped by a registered Civil or Structural Engineer. The composite system must meet the stiffness requirement ($E \times A$) as indicated at all identified locations in the structural drawings. The modulus (E) and associated area (A) of the FRP system shall be based on published design values consistent with long term durability exposure testing.

- 2) .2 Calculations shall conform to the requirements set forth in the bid documents and be based on the design modulus and associated area of the composite to be installed. FRP design values must be lower than the calculated mean determined from the test results received from the ASTM D7565/D7565M and/or ASTM D3039 field test specimens (See Section 3.3 of this specification).

Product Delivery, Handling and Storage

- 1) Deliver epoxy materials in factory-sealed containers with the manufacturer's labels intact and legible with verification of date of manufacture and shelf life.
- 2) Store materials in a protected area at a temperature between 40°F and 100°F.
- 3) Products shall be stored according to the manufacturer's requirements and shall avoid contact with soil and moisture. Products shall be stored to avoid UV exposure.

Coordinate With Other Trades

- 1) Prior to construction, the trades shall be briefed on any new or unusual construction procedures to ensure that they are aware of special conditions (e.g. new penetrations, construction anomalies).

PRODUCTS

ACCEPTABLE MANUFACTURERS & COMPOSITE STRENGTHENING SYSTEM

- 1) Approved Tyfo® Fibrwrap® System(s) to be supplied by Fyfe Co. LLC (8380 Miralani Drive, Suite A, San Diego, CA 92126. Tel: 858-642-0694, Fax: 858-444-2982, Email: info@fyfecocom). Products include:

Composite fabric: SCH fiber – primary carbon fiber, unidirectional.
SEH fiber – primary glass fiber, unidirectional.

Epoxy saturant/primer: Tyfo® S epoxy is used as a primer and is also combined with the fiber to form the Tyfo® Fibrwrap® System.

Epoxy saturant/primer for underwater application: Tyfo® SW-1 epoxy is used as a primer and is also combined with the fiber to form the Tyfo® Fibrwrap® System.

Primer/Filler: Thickened Tyfo® S, WS, WP or TC thickened epoxy for protective seal coat, filling voids and primer where needed.

Finishes: Tyfo® A, Tyfo® U, Tyfo® HS for protection from ultraviolet and to provide long-term environmental durability. Alternate finishes must be approved by the owner.

Fire Resistant Finishes: Tyfo® RR, Tyfo® FC/F, Tyfo® 4HFL, Tyfo® AFP for any applicable fire resistant finish. Alternate finishes must be approved by the owner.

Field thickened epoxy matrix, which is compatible with composite system's resin matrix, may be used to patch "bugholes" up to 1.5" in depth and to fill voids.

Epoxies other than the pre-qualified materials above can be evaluated prior to the tender closing; materials meeting the requirements will be allowed by written addendum.

- 2) The manufacturer shall provide specific information on physical, mechanical and chemical properties of fiber, epoxy resin and FRP composite.

CERTIFIED APPLICATORS

- 1) .1 Installations of the Tyfo® Fibrwrap® Systems shall be performed by certified applicators only. Certified applicators shall have the minimum experience and written consent as recommended by the FRP manufacturer (See Sections 1.5.4 & 1.5.17 of this specification).
- 2) Installer must provide a five (5) year bonded warranty by an "A" VIII rated surety (as defined by *A.M. Best Co.*) and licensed and admitted to provide surety bonds in the State of [XX] for 10% of the contract amount.

Other Materials.

- 1) Contractor to provide compatible primer, filler and other materials recommended by the manufacturer as needed for the proper installation of the complete surface bonded FRP composite system.

APPLICATION

Surface PreparaTion

Columns:

- 1) The surface to receive the composite shall be free from fins, sharp edges and protrusions that will cause voids behind the installed casing or that, in the opinion of the Engineer, will damage the fibers. Existing uneven surfaces to receive composite shall be filled with the system epoxy filler or other material approved by the Engineer. Filling of large voids in surfaces to receive composite shall be paid as an extra to the contract work of installing the composite system (small pinholes or micro-bubbles in the concrete surface or resin do not require special detailing). The contact surfaces shall have no free moisture on them at the time of application. If moisture is present, use the manufacturer suggested wet prime epoxy, if available.
- 2) Repair all damaged concrete, spalls, and irregular surfaces to create a flat, or slightly convex, surface. Fill surfaces with thickened epoxy to eliminate air surface voids greater than 0.5" diameter. Well-adhered paint and concrete do not require removal.
- 3) Round off sharp and chamfered corners to a minimum radius of 0.75" by means of grinding or forming with the system's thickened epoxy. Variations in the radius along the vertical edge shall not exceed 0.5" for each 12" of column height.

Beams/Slabs/Walls:

- 4) Surfaces shall be prepared for bonding by means of abrasive blasting or grinding to remove existing laitance and expose aggregate [minimum ICRI CSP-2 concrete surface profile]. All contact surfaces shall then be cleaned by hand or compressed air. One prime coat of the manufacturer's epoxy shall be applied and allowed to cure for a minimum of one hour. Prior to the application of the saturated

composite fabric, fill any uneven surfaces with the manufacturer's thickened epoxy. Provide anchorage as detailed on construction drawings, if required.

- 5) Round off sharp and chamfered corners (to be wrapped around) to a minimum radius of 0.75" by means of grinding or forming with the system's thickened epoxy. Variations in the radius along the edge shall not exceed 0.5" for each 12" of length.

Installation.

- 1) Preparation work for project: Visit site to ensure that all patch work is complete and cured. Review project specifications in detail.
- 2) Verify ambient and concrete temperatures. No work shall proceed if the temperature of the concrete surface is less than 40°F or greater than 100°F or as specified on the epoxy component labels. The ambient temperature and temperature of the components shall be between 40°F and 100°F, unless provisions have been made to ensure components' temperature is maintained within this range or the range specified by the manufacturer.
- 3) Prepare the epoxy matrix by combining components at a weight (or volume) ratio specified by the manufacturer. The components of epoxy resin shall be mixed with a mechanical mixer until uniformly mixed, typically 5 minutes at 400-600 rpm.
- 4) Components that have exceeded their shelf life shall not be used.
- 5) Saturation of the fabric shall be performed and monitored according to the manufacturer's specified fiber-epoxy resin ratio. Fabric shall be completely saturated prior to application to contact surface in order to ensure complete impregnation. Saturation shall be supervised and checked by the certified installer. Both the epoxy resin and fabric shall be measured accurately, combined, and applied uniformly at the rates shown on the approved working drawings and per manufacturer's recommendations.
- 6) All cutting of fabrics, mixing of epoxy and combination thereof shall take place in a protected area away from critical structure functions and any electrical equipment.
- 7) Prepare surfaces as required, including corner preparation.
- 8) Remove dust and debris by hand or with compressed air as per specification.
- 9) Clean up and protect area adjacent to element where FRP composite is being applied.
- 10) Using a roller or trowel, apply one prime coat of epoxy resin to the substrate (2 mil min.). Allow primer to become tacky to the touch.
- 11) Fill any uneven surfaces or recesses with thickened epoxy.
- 12) Apply saturated fabric to substrate surface by hand lay-up, using methods that produce a uniform, constant tensile force that is distributed across the entire width of the fabric, and ensure proper orientation of the fabric. Under certain application conditions, the system may be placed entirely by

hand methods assuring a uniform, even final appearance. Gaps between composite bands may not exceed 0.5" width in the fabric's transverse joint unless otherwise noted on project drawings. A lap length of at least 6" is required at all necessary overlaps in the primary fiber direction of the fabric.

- 13) Apply subsequent layers, continuously or spliced, until designed number of layers is achieved, per project drawings.
- 14) Using a roller or hand pressure, release or roll out entrapped air, and ensure that each individual layer is firmly embedded and adhered to the preceding layer or substrate.
- 15) Detail all fabric edges, including termination points and edges, with thickened epoxy.
- 16) Finish: All edges and seams must be feathered. Use system as directed by the manufacturer. Finish as specified between 24 and 72 hours after final application of epoxy. If after 72 hours the epoxy is cured, the surface must be roughened by hand sanding or brush blasting, prior to finishing.
- 17) System may incorporate structural fasteners but limitations and detailing must be verified with composite system manufacturer.

Inspection and Testing.

1) Field Inspection

- .1 The contractor shall monitor the mixing of all epoxy components for proper ratio and adherence to manufacturer's recommendations. Record batch numbers for fabric and epoxy used each day, and note locations of installation. Measure square footage of fabric and volume of epoxy used each day. Complete report and submit to Owner, engineer-of-record and FRP composite system manufacturer.
- .2 A Certified Special Inspector shall periodically observe all aspects of preparation, mixing, and application. All FRP composite applied areas shall be inspected, in accordance with the manufacturer's specifications for voids, bubbles, and delaminations. All defective areas shall be repaired as specified in Section 3.4 "Required Remediation".
- .3 The contractor shall provide a report signed by a registered professional engineer certifying that the installation is acceptable, complete with the testing reports and photographs.

2) In-situ Testing

ASTM D7522/D7522M and/or ASTM D4541 – Adhesion Tests (if required by engineer-of-record)

- 4 Direct tension adhesion testing of cored samples shall be conducted using the method described by ASTM D7522/D7522M and/or ASTM D4541. A minimum of three tests shall be performed for each day of production or for each 500 ft² (45m²) of FRP application, whichever is less. Pull-off tests shall be performed on a representative adjacent area to the area being strengthened whenever possible. Tests shall be performed on each type of substrate or for each surface preparation technique used.

- 5 The prepared surface of the bonded FRP system shall be allowed to cure a minimum of 72 hours before execution of the direct tension pull-off test. The locations of the pull-off tests shall be representative and on flat surfaces. If no adjacent areas exist, the tests shall be conducted on areas of the FRP system subjected to relatively low stress during service. The minimum acceptable value for any single tension test is 175 psi. The average of the tests at each location shall not be less than 200 psi. Additional tests may be performed to qualify the work.
- 6 Test locations shall be filled with thickened epoxy after the values have been recorded and verified by the special instructor and the test dollies have been removed.

3) Laboratory Testing

Sampling

- 7 Record lot number of fabric and epoxy resin used, and location of installation. Measure square footage of fabric and volume of epoxy used each day. Label each sample from each day's production.
- 8 A "sample batch" shall consist of two 12" by 12" samples of cured composite. A minimum of two "sample batches" shall be made daily. The two "sample batches" will be taken at appropriate times during the day as to ensure the maximum material deviance in the components of the FRP composite.

4) Preparation of Samples

- 9 Prepare sample on a smooth, flat, level surface covered with polyethylene sheeting, or 16 mil plastic film, prime with epoxy resin. Then place one layer of saturated fabric and apply additional topping of epoxy. Cover with plastic film and squeegee out all bubbles.
- 10 Samples shall be stored in a sample box and not moved for a minimum 48 hours after casting. The prepared, identified samples shall be given to a pre-approved and experienced testing laboratory. The laboratory shall then precondition samples for 48 hours at 140°F before testing.

5) ASTM D7565/D7565M and/or ASTM D3039 – Tension Tests

- 11 Testing specimens shall be cut from samples and tested for ultimate tensile strength, tensile modulus and percentage elongation as per ASTM D7565/D7565M and/or ASTM D3039 in the longitudinal fiber direction.
- 12 Test a minimum of 15% of all samples as per ICC AC178. If one coupon fails, specimens from the same 12" x 12" sample will be tested. If these specimens also fail, the other 12" x 12" sample from the same "sample batch" will be tested. In the extreme case that this sample also fails, the remaining "sample batch" for that day will be tested and appropriate remediation shall be taken to ensure integrity of the system at locations from the failed "sample batch". In addition, 25% of the remaining samples shall be tested by the same criteria as per ICC AC178.
- 13 Testing results shall be made available within 3 weeks of sample submission.

6) Acceptance Criteria

- .14 FRP design values must be lower than the calculated mean determined from the test results received from the ASTM D7565/D7565M and/or ASTM D3039 field test specimens. Acceptable minimum values for ultimate tensile strength, tensile modulus, and elongation shall not be below the submitted design values.
- .15 Any values below the submitted design values are considered a failure and require remediation.

REQUIRED REMEDIATION

- 1) Small voids and bubbles [on the order of 3" diameter] shall be injected or back filled with epoxy.
- 2) Voids and delaminations on the order of 6" in diameter or an area of 5" x 5" shall be reported to the engineer of record and remediation shall be submitted by the contractor for approval.
- 3) In the event that laboratory testing determines a "sample batch" to possess insufficient material properties, remedial measures shall be taken. Any structural member where the installed FRP composite system has material properties determined to be below the minimum specified values, additional layers shall be installed until the composite thickness is increased by the same percentage as the deficiency of the material's tensile modulus. Or any other remediation directed by the engineer.

Make Good

- 1) Make good at no cost to the Owner, any damage to the new or existing structures, property or services caused by the installation and testing of the FRP composite.

Clean up

- 1) Remove all surplus material, equipment and debris from the site on completion of the work. Leave the site clean.

METHOD OF MEASUREMENT.

The area of Fiber Reinforced Polymer on the underside of bridge deck will be measured for payment in square yards (square meters).

BASIS OF PAYMENT.

This work shall be paid for at the contract unit price per square yard (square meter) for FIBER REINFORCED POLYMER

**SPECIAL PROVISION
FOR
HAND RAIL SUPPORT BRACKETS REPLACEMENT**

Description: This work shall consist of the removal and satisfactory disposal of the existing handrail brackets and fittings and replace with new galvanized bracket and fittings to support the existing rail as shown on the plans and as directed by the Resident Engineer.

Construction Requirements: The existing handrail brackets and fittings shall be removed by the Contractor and shall be disposed of as specified in Article 202.03 of the Standard Specifications, at his own expense. Care shall be exercised in the removal of the support brackets as to avoid damage to the existing concrete and to the copper bearing steel handrail. Any damage to the existing concrete and/or to the copper bearing steel handrail shall be repaired by the Contractor at his own expense.

At any locations where support brackets are to be replaced, the contractor shall remove and grind any existing welds on the pipe handrail. The new support brackets shall be welded and not screwed on to the existing pipe handrails as specified by the support bracket manufacturer. The locations of new support brackets shall be just adjacent to the old support brackets. The contractor shall not use existing holes to remount the new support brackets onto the retaining wall. The existing holes need to be plugged and finished to the surface of the retaining wall. The contractor shall remove and clean the pipe handrail of existing paint at the new weld locations.

The contractor shall verify in the field that the details and dimensions of the support bracket as detailed in the plan agree with field conditions. Existing anchors and fittings shall not be re-used within the improvement. The Contractor shall spot paint the exposed pipe handrail and new support bracket to match the existing paint color. The cost of this work shall not be paid for separately but will be included in the contract unit bid price per EACH for HANDRAIL SUPPORT BRACKETS.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for HANDRAIL SUPPORT BRACKETS, which payment shall constitute full compensation for all labor, equipment, tools and incidentals necessary to complete the work as specified.

SPECIAL PROVISION
FOR
SECTION 04200
UNIT MASONRY

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Provide unit masonry as indicated on drawings or inferable there from, including:
1. Brick and concrete masonry unit wall, including repair and pointing existing masonry walls and reinstallation of existing brick from selective demolition operations.
 2. Interior concrete masonry unit partitions.
 3. Glazed concrete masonry units.
- B. Related Sections: Other sections with specific requirements pertaining to the work of this section include.
1. Refer to Division 1 Section 01352 "LEED Requirements" for additional LEED requirements.
 2. Section 07600 – Flashing and Sheet Metal, for masonry wall flashing.

1.02 SYSTEM PERFORMANCE REQUIREMENTS

- A. Provide unit masonry that develops the following installed compressive strengths (f_m):
1. For clay unit masonry: $f_m = 1500$ psi.
 2. For concrete unit masonry: $f_m = 1500$ psi.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for each type of masonry unit, accessory, and other manufactured products, including certifications that each type complies with specified requirements.
- B. Shop Drawings for Reinforcing: Detail fabrication, bending, and placement of unit masonry reinforcing bars. Comply with ACI 315 "Details and Detailing of Concrete Reinforcing" showing bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of masonry reinforcement.

C. Samples for Verification Purposes:

1. Unit Masonry Samples: For each type of exposed masonry unit. Include in each set the full range of exposed color and texture to be expected in the completed work.
2. Include size variation data verifying that actual range of sizes for brick falls within ASTM C-216 dimension tolerances for brick.
3. Limestone Samples: Not less than 12" in length showing full range of exposed color and texture to be expected in finish work, of required profiles.
4. Colored Mortar Samples: For each color required showing the full range of color which can be expected in the finished work. Label samples to indicate type and amount of colorant used.

D. Material certificates for the following signed by manufacturer and Contractor certifying that each material complies with requirements.

1. Each different cement product required for mortar and grout including name of manufacturer, brand, type, and weight slips at time of delivery.
2. Each material and grade indicated for reinforcing bars.
3. Each type and size of joint reinforcement.
4. Each type and size of anchors, ties, and metal accessories.
5. Material test reports from a qualified independent testing laboratory employed and paid by Contractor indicating and interpreting test results relative to compliance of the following proposed masonry materials with requirements indicated:
 6. Mortar complying with property requirements of ASTM C 270.
 7. Grout mixes. Include description of type and proportions of grout ingredients.

E. Masonry units.

1. Cold-weather construction procedures evidencing compliance with requirements specified in referenced unit masonry standard.
2. Hot-weather construction procedures evidencing compliance with requirements specified in referenced unit masonry standard.

F. LEED Submittals:

1. Credit EQ 4.1: Product Data for cleaners, grouts, mortars, etc. including printed statement of VOC content.

2. Credit MR 4.1 and Credit MR 4.2: Product Data indicating percentages by weight of post-consumer and pre-consumer recycled content for unit masonry.
 - a. Include statement indicating costs for each product having recycled content.
3. Credit MR 5.1: Product data indicating the manufacturing origin is within 500 miles from Chicago, Illinois.

1.04 QUALITY ASSURANCE

- A. Unit Masonry Standard: Comply with ACI 530.1/ASCE 6 "Specifications for Masonry Structures," except as otherwise indicated.
- B. Pre-construction Testing: Board will employ and pay a qualified independent testing laboratory to perform the following pre-construction testing indicated as well as other inspecting and testing services required by referenced unit masonry standard or indicated herein for source and field quality control:
 - C. Brick Masonry Tests: For each different clay masonry unit indicated, units will be tested per ASTM C-67.
 - D. Concrete Masonry Unit Tests: For each different concrete masonry unit indicated, units will be tested for strength, absorption, and moisture content per ASTM C-140.
 1. Mortar properties will be tested per property specification of ASTM C-270.
 2. Mortar composition and properties will be evaluated per ASTM C-780.
 3. Grout compressive strength will be tested per ASTM C-1019.
 4. Prism Tests: For each type of wall construction indicated, masonry prisms will be tested per ASTM E-447, Method B.
 5. Fire Performance: Provide fire rated assemblies where indicated, whose fire endurance has been determined by testing in compliance with ASTM E-119 by a recognized testing and inspecting organization or by another means, as acceptable to authority having jurisdiction.
- E. Single Source Responsibility for Masonry Units: Obtain exposed masonry units of uniform texture and color, or a uniform blend within ranges accepted for these characteristics, from one manufacturer for each different product required for each continuous surface or visually related surfaces.
- F. Single Source Responsibility for Mortar Materials: Obtain mortar ingredients of uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source and producer for each aggregate.

- G. Pre-installation Conference: Conduct conference at Project site to review requirements for successful installation of unit masonry.
- H. Field Constructed Mock Ups: Prior to installation of masonry work, erect sample wall panels to further verify selections made for color and textural characteristics, under sample submittals of masonry units and mortar, and to represent completed masonry work for qualities of appearance, materials and construction; build mock-ups to comply with the following requirements:
 1. Locate mock-ups on site in locations as acceptable to Architect.
 2. Build mock-ups for the following types of masonry in sizes of approximately 6' long by 4' high by full thickness, including back-up wythes as well as accessories.
 3. Typical exterior face brick wall with limestone trim, base flashing and weeps.
 4. Glazed masonry units.
 5. Clean Mock-up panel per requirements of this specification.
 6. Notify Architect 24 hours prior to erection of mock-up.
 7. Protect mock-ups from the elements with weather resistant membrane.
 8. Retain mock-ups during construction as standard for judging completed masonry work. When directed, demolish mock-ups and remove from site.
 9. Finished masonry control joint.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry materials to project in undamaged condition.
- B. Store and handle masonry units to prevent their deterioration or damage due to moisture, temperature changes, contaminants, corrosion or other causes.
- C. Store cementitious materials off the ground, under cover and in dry location.
- D. Store aggregates where grading and other required characteristics can be maintained.
- E. Store masonry accessories including metal items to prevent deterioration by corrosion and accumulation of dirt.

1.06 PROJECT CONDITIONS

- A. Protection of Work: During erection, cover top of walls with heavy waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress.

- B. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.
- C. Where one wythe of multi-wythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.
- D. Loading:
 1. Uniform Loads: Do not apply floor or roof loading for at least 12 hours after building masonry.
 2. Concentrated Loads: Do not apply for at least 3 days after building masonry.
 3. Staining: Prevent grout or mortar or soil from staining the face of masonry to be left exposed or painted. Remove immediately grout or mortar in contact with such masonry.
 4. Protect base of walls from rain-splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.
 5. Protect sills, ledges and projections from droppings of mortar.
 6. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes from mortar droppings.
 7. Cold-Weather Construction: Comply with referenced unit masonry standard for cold-weather construction and the following:
 8. Do not lay masonry units that are wet or frozen.
 9. Remove masonry damaged by freezing conditions.
 10. When temperature is 32 deg. F. or less, heat grout materials to 90 degrees F to produce in-place grout temperature of 70 degrees F at end of work day.
 11. Hot-Weather Construction: Comply with referenced unit masonry standard.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Comply with referenced unit masonry standard and other requirements specified in this Section applicable to each material indicated.

2.02 BRICK

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Belden Brick Co.
 2. Carolina Ceramics Co.
 3. Endicott Brick Co.
 4. Glen-Gery Brick Co.
 5. Redland Brick Co.
 6. Sioux City Brick Co.
 7. Boren Brick Co.
- B. Brick Standard: Facing brick, ASTM C-216:
1. Grade: SW.
 2. Type: FBS (normal size and color variations).
 3. Compressive Strength: Not less than the unit compressive strengths required to produce clay masonry construction of compressive strength indicated.
- C. Brick Types: Provide bricks of the following types, and manufactured to the following actual dimensions:
1. Typical, Standard Units Sizes:
 - a) 3-5/8-inch x 3-5/8-inch x 7-5/8-inch.
 - b) 3-5/8-inch x 3-5/8-inch x 11-5/8-inch.
 2. Combination Shapes and Sizes: Including the following:
 - a) 3-5/8-inch x 3-5/8-inch x 15-5/8-inch, with 1-false joint scores to convey two equal horizontal bricks.
 - b) 11-5/8-inch x 11-5/8-inch x 3-5/8-inch with 2-false joint scores to convey three equal soldier course bricks.
 - c) 3-5/8-inch x 3-5/8-inch x 15-5/8-inch, with 3-scores to convey four equal rowlock courses.
 3. Special Shapes: Provide radiused shapes and other special shapes where indicated and for application requiring brick of form, size and finish on exposed surfaces which cannot be produced from standard brick sizes by sawing.
 4. New Brick to Match Existing: Provide new brick to match existing adjacent areas where indicated on Selective Demolition Drawings.

- a) Size: Modular, unless noted otherwise.
- D. Texture and Color: Match Architects samples for 2-color scheme in golden-yellow range, and reddish-brown range, for all new brick indicated. For new brick to match existing, match adjacent brick.

2.03 CONCRETE BLOCK (CONCRETE MASONRY UNITS)

- A. Applicable Standard: ASTM C-90 as follows:
 - 1. Weight Classification:
 - 2. Where indicated as "Concrete Block": Medium weight.
 - 3. Type: Non-moisture-controlled units.
 - 4. Unit Compressive Strength: Provide units with minimum average net area compressive strength of not less than 2000 psi.
- B. Size:
 - 1. Manufacturer's standard units with nominal face dimensions of 16" long x 8" (15-5/8" x 7-5/8" actual), x thickness as indicated on the drawings.
 - 2. Special Shapes: Provide where required for lintels, corners, jambs, sash, control joints, headers, bonding and other special conditions.
 - a) Outside Corners: Provide bull-nose units unless otherwise indicated.
- C. Exposed Faces:
 - 1. Manufacturer's standard color and texture, unless otherwise indicated.
 - 2. Factory Applied Sealer: Provide manufacturer's standard factory applied acrylic clear sealer. Provide smooth sealer complying with ASTM C-744 with respect to adhesion, abrasion, color change, and resistance to crazing.
- D. Ceramic-Glazed Clay Facing Tile: ASTM C 126 and as follows:
 - 1. Grade S (Select).
 - 2. Type I (single-faced units), where only one finished face is exposed when units are installed.
 - 3. Type II (double-faced units), where 2 opposite finished faces are exposed when units are installed.

4. Sizes: 8W Series with actual face dimensions of 7-5/8 inches high by 15-5/8 inches long by thickness as indicated on the drawings.

2.04 MORTAR AND GROUT

A. Mortar and Grout Materials:

1. Portland cement: ASTM C-150, Type I or II, except Type III may be used for cold weather construction. Provide natural color or white cement as required to produce required mortar color.
2. Hydrated Lime: ASTM C-207, Type S.
3. Aggregates for Mortar: ASTM C-144.
 - a) White Mortar Aggregates for Glazed Block: Natural white sand or ground white stone.
4. Aggregate for Grout: ASTM C-404.
5. Water: Clean, and potable.
6. Admixtures: Do not add admixtures including coloring pigments, air-entraining agents, accelerators, retarders, water repellent agents, anti-freeze compounds or other admixtures, unless otherwise indicated.
 - a) Do not use calcium chloride in mortar or grout.

- B. Mixing: Combine and thoroughly mix cementitious materials, water and aggregates in a mechanical batch mixer; comply with referenced ASTM standards for mixing time and water content.

- C. Mortar for Unit Masonry: Comply with ASTM C-270, Proportion Specifications, of types of mortar required, unless otherwise indicated.

1. Cementitious Material: Portland cement-lime.
2. Type for Masonry: Type N, 1:1:6 mix.
3. Reinforced Concrete Unit Masonry: Type S.

- D. Colored Aggregate Mortar: Produce mortar of color required by use of colored aggregates in combination with selected cementitious materials.

1. Mix to match Architect's sample.

- E. Mortar for Structural Glazed Tile: Hydroment Joint Filler, or comparable product complying with project requirements that is approved by Structural Glazed Tile manufacturer.
- F. Grout for Unit Masonry: Comply with ASTM C-476 for grout for use in construction of reinforced and nonreinforced unit masonry. Use grout of consistency (fine or coarse) at time of placement which will completely fill all spaces intended to receive grout.
 - 1. Use fine grout in grout spaces less than 2" in horizontal direction, unless otherwise indicated.
 - 2. Use coarse grout in grout spaces 2" or more in least horizontal dimension, unless otherwise indicated.

2.05 REINFORCING STEEL

- A. General: Provide reinforcing steel complying with requirements of referenced unit masonry standard and this article.
- B. Steel Reinforcing Bars: Billet steel complying with ASTM A-615, Grade 60.

2.06 JOINT REINFORCEMENT, TIES, DOWELS, AND ANCHORING DEVICES

- A. Materials: Comply with requirements below for basic materials and with requirements indicated under each form of joint reinforcement, tie and anchor for size and other characteristics.
 - 1. Hot-Dip Galvanized Wire: ASTM A-82 for wire and ASTM A-153, Class B-2 (1.5 oz. per sq. ft. of wire surface) for coating; apply after prefabrication into units.
 - a) Application: Use except where another finish is specified.
 - 2. Hot-Dip Galvanized Steel Sheet: ASTM A-366, Class 2 or ASTM A-635; Hot-dip galvanized after fabrication to comply with ASTM A-153, Class B.
 - 3. Stainless Steel: AISI Type 304 (UNS S30400) alloy.
- B. Joint Reinforcement: Provide welded wire units prefabricated with deformed continuous side rods and plain cross rods into straight lengths of not less than 10', with prefabricated corner and tee units, and complying with following requirements:
 - 1. Width: Fabricate joint reinforcement in units with widths of approximately 2" less than nominal width of walls and partitions as required to position side rods for full embedment in mortar with mortar coverage of not less than 5/8" on joint faces exposed to exterior and 1/2" elsewhere.

2. Wire Size: 0.1483" diameter (9 gauge)
 3. Single-Wythe Masonry: Provide truss design with single pair of side rods and with continuous diagonal cross rods spaced not more than 16" o.c.
 4. Multi-Wythe Masonry: Adjustable tab design with single pair of side rods and ladder type cross ties spaced not more than 16" o.c.; with side rods spaced for embedment within each face shell of back-up wythe. Adjustable ties extend to within 1" of exterior face of facing wythe and spaced 16" o.c. Units shall be designed to allow exterior wythe to move vertically and horizontally and prevents movement from positive and negative wind load. Use units with adjustable rectangular ties, and with insulation clip washers.
 - a) Acceptable Products: Subject to compliance with requirements, provide Adjusto-flex-Mesh/Horizontal Loop by Hohmann & Barnard, Inc., or equal by another of the manufacturers named below.
- C. Flexible Anchors: Where flexible anchors are indicated for connecting masonry to structural framework, provide 2-piece anchors as described below which permit vertical or horizontal differential movement between wall and framework parallel to, but resist tension and compression forces perpendicular to, plane of wall.
1. Anchorage to Steel Framework by Masonry Contractor: Provide manufacturer's standard anchors with crimped 1/4" diameter wire anchor section for welding to steel and triangular-shaped wire tie section sized to extend within 1" of masonry face.
 2. Wire Size: 0.1875" diameter.
 3. Wire Size 0.25" diameter.
- D. Anchor Bolts: Provide steel bolts with hex nuts and flat washers complying with ASTM A-307, Grade A, hot-dip galvanized to comply with ASTM C-153, Class C, in sizes and configurations indicated.
- E. Manufacturers: Subject to compliance with requirements, provide products of one of the following:
1. Dur-O-Wall, Inc.
 2. Heckman Building Products, Inc.
 3. Hohmann & Barnard, Inc.
 4. Masonry Reinforcing Corp. of America.

2.07 MISCELLANEOUS MASONRY ACCESSORIES

- A. Control Joint Strips: Material as specified below, designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

1. Styrene-butadiene rubber compound complying with ASTM D-2000, Designation 2AA-805.
 2. Polyvinyl chloride complying with ASTM D-2287, General Purpose Grade, Designation PVC-63506.
- B. Weep holes: Cotton sash cord of length required to produce 2" exposure on exterior and 18" in cavity between wythes.
- C. Mortar Net: Fibrous mesh 1" thick, of non-absorbent, high density polyethylene strands, shaped in a manner to catch and hold mortar droppings from blocking the flashing weep hole vent.
- D. Acceptable Products: Subject to compliance with requirements, provide "Mortar Net" manufactured by Mortar Net USA, Ltd. Or equal.

2.08 INSULATION

- A. Cavity Insulation: Extruded polystyrene thermal insulation with closed cells and integral high density skin, ASTM C-578, Type IV; 5-year aged r-value of 5 Btu/(hr x sf x degree F) at 75 degrees F; in manufacturer's standard lengths and widths; thicknesses as indicated.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a) Amofoam SB; Amoco Foam Products Co.
 - b) Styrofoam SB; Dow Chemical USA.
 - c) Foamular 250; Owens Corning.
- B. Adhesive: Type recommended by insulation board manufacturer for application indicated.

2.09 SOURCE QUALITY CONTROL

- A. Brick Tests: For each type and grade of brick indicated, units will be tested by qualified independent testing laboratory per ASTM C-67 except 5 bricks will be selected at random for each 10,000 units or fraction thereof installed.
- B. Concrete Masonry Unit Tests: For each type, class, and grade of concrete masonry unit indicated, units will be tested by qualified independent testing laboratory for strength, absorption, and moisture content per ASTM C-140.

PART 3 EXECUTION

3.01 INSTALLATION, GENERAL

- A. Comply with ACI 530.1.

- B. Discard units with cracked faces, chipped edges or corners, or other defects that do not conform to reference standard ASTM C216.
- C. Thickness: Build cavity and composite walls, floors and other masonry construction to the full thickness shown. Build single-wythe walls to the actual thickness of the masonry units, using units of nominal thickness shown or specified.
- D. Build chases and recesses as shown and as required for the work of other trades. Provide not less than 8" of masonry between chase or recess and jamb of openings, and between adjacent chases and recesses.
- E. Leave openings for equipment to be installed before completion of masonry work. After installation of equipment, complete masonry work to match work immediately adjacent to the opening.
- F. Cut masonry units using motor-driven saws designed to provide clean sharp, unchipped edges. Cut units as required to provide pattern shown and to fit adjoining work neatly. Use full units without cutting wherever possible.
 - 1. Use dry cutting saws to cut concrete masonry units.

3.02 CONSTRUCTION TOLERANCES

- A. Comply with construction tolerances of referenced unit masonry standard.

3.03 LAYING MASONRY WALLS

- A. Layout walls in advance for accurate spacing of surface bond patterns, with uniform joint widths and to properly locate openings, movement-type joints, returns and offsets. Avoid the use of less-than-half size units at corners, jambs and wherever possible at other locations.
- B. Lay-up walls to comply with specified construction tolerances, with courses accurately spaced and coordinated with other work.
- C. Pattern Bond:
 - 1. Exposed Masonry: Unless shown otherwise, lay in running bond vertical joint in each course centered on units in courses above and below.
 - 2. Concealed Masonry: Lay with all units in a wythe in running bond or bonded by lapping not less than 2".
 - 3. Corners: Bond and interlock each course of each wythe. Do not use units with less than 4" horizontal face dimensions at corners or jambs. For 6" nominal thickness walls, use special shape units to maintain running bond pattern.

- D. Stopping and Resuming Work: Rack back 1/2-masonry unit length in each course; do not tooth. Clean exposed surfaces of set masonry, wet units lightly (if required) and remove loose masonry units and mortar prior to laying fresh masonry.
- E. Built-In Work: As the work progresses, build-in items specified under this and other sections of these specifications. Fill in solidly with masonry around built-in items.
 - 1. Fill space between hollow metal frames and masonry solidly with mortar.
 - 2. Where built-in items are to be embedded in cores of or fastened to hollow masonry units, place a layer of metal lath in the joint below and rod mortar or grout into core.
 - 3. Fill cores in hollow concrete masonry units with grout 3 courses (24") under bearing plates, beams, lintels, posts and similar conditions unless otherwise indicated.
- F. Non-Loadbearing Interior Partition Walls: Build full height of story to underside of solid structure above, unless otherwise indicated.
 - 1. Provide firesafing between top of partition and underside of metal deck as detailed.
- G. Glazed Block: Build glazed block walls from glazed face side of wall to assure uniformity. When both faces of block are glazed, consult the Architect for which side to build wall from.

3.04 PATCHING WITH EXISTING BRICK

- A. Existing Brick for Reinstallation: Select bricks from stockpile of existing brick from selective demolition operations that are in good condition, free of cracks, excess mortar, and deleterious materials. Clean existing bricks prior to use with a wire brush and other techniques as required to prepare masonry units.
- B. Install units where indicated. Reuse existing bricks for patchwork only; do not use bricks for full walls.

3.05 MORTAR BEDDING AND JOINTING

- A. Brick: Lay brick with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints.
- B. CMU: Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells.
 - 1. Bed webs in mortar for the following:
 - a) All courses of piers, columns and pilasters.
 - b) Where adjacent to cells to be reinforced or grouted.
 - c) Where adjacent to cavities to be reinforced or grouted.

2. For starting courses where cells are not grouted, spread out full mortar bed including areas under cells.
- C. Maintain joint widths shown, except for minor variations required to maintain bond alignment. If not otherwise indicated, lay walls with 3/8" joints.
- D. Cut joints flush for masonry walls which are to be concealed or to be covered by other materials, unless otherwise indicated.
- E. Tool exposed joints slightly concave using a jointer larger than joint thickness, unless otherwise indicated.
- F. For glazed block units, rake back joints 1/4" and point with epoxy mortar. Compact and tool joint slightly concave. Take care not to spread mortar over edges onto exposed masonry surfaces, or to featheredge mortar.
- G. Remove masonry units disturbed after laying; clean and relay in fresh mortar. Do not pound corners at jambs to fit stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar, and reset in fresh mortar.

3.06 STRUCTURAL BONDING OF MULTI-WYTHE MASONRY

- A. By Horizontal Joint Reinforcing: Use continuous horizontal joint reinforcing embedded in horizontal joints for bond tie between wythes. Install at not more than 16" o.c. vertically as specified.
- B. Corners: Provide interlocking masonry unit bond in each course at corners, unless otherwise shown.
 1. Provide continuity at corners with prefabricated "L" units, in addition to masonry bonding.
- C. Intersecting and Abutting Walls: Unless vertical expansion or control joints are shown at juncture, provide same type of bonding specified for structural bonding between wythes and space as follows:
 1. Provide continuity with horizontal joint reinforcement using prefabricated "T" units.

3.07 CAVITIES/AIR SPACES

- A. Keep cavity clean of mortar droppings and other materials during construction. Parge joints facing cavity flat.
- B. Anchorage to Back-Up: Tie exterior wythe to back-up with continuous horizontal joint reinforcing embedded in mortar joints at not more than 16" o.c. vertically.

- C. Weep holes: Provide in exterior wythe of cavity located immediately above ledges and flashing, spaced 2'-0" o.c., unless otherwise indicated.
- D. In cavities/air spaces place mortar net immediately above weep holes and flashing embedded in the wall, to maintain drainage.

3.08 CAVITY WALL INSULATION

- A. On units of plastic insulation install small pads of mastic spaced approximately 1'-0" o.c. both ways on inside face, as recommended by manufacturer. Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as shown.

3.09 HORIZONTAL JOINT REINFORCEMENT

- A. General: Provide continuous horizontal joint reinforcing as indicated and spaced not more than 16" vertically. Install longitudinal side rods in mortar for their entire length with a minimum cover of 5/8" on exterior side of walls and 1/2" at other locations. Lap reinforcement a minimum of 6".
 - 1. Cut or interrupt joint reinforcement at control and expansion joints with reinforcing, unless otherwise indicated.
- B. Provide continuity at corners and wall intersections by use of prefabricated "L" and "T" sections. Cut and bend reinforcement units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.10 ANCHORING MASONRY TO STRUCTURAL MEMBERS

- A. Anchor masonry to structural members where masonry abuts or faces such members to comply with the following:
 - 1. Provide an open space not less than 1" in width between masonry and structural member, unless otherwise shown. Keep open space free of mortar or other rigid materials.
 - 2. Anchor masonry to structural members with metal ties embedded in masonry joints and attached to structure.
 - 3. Space anchors as indicated, but not more than 24" o.c. vertically and 36" o.c. horizontally.

3.11 CONTROL AND EXPANSION JOINTS

- A. General: Provide horizontal and vertical expansion, control and isolation joints in masonry where shown. Build-in related masonry accessory items as the masonry work progresses.
- B. Compressible Fillers: Build-in compressible fillers where indicated.
 - 1. Build in horizontal pressure relieving joints where indicated; construct joints by either leaving an air space or inserting compressible joint filler of width required to permit installation of sealant and backer rod.
- C. If not indicated, provide control joints in concrete masonry not exceeding 30 feet and in accordance with referenced standards.

3.12 LINTELS

- A. Steel Lintels: Install where indicated.
- B. Masonry Lintels: Provide where shown and wherever openings of more than 1'-0" are shown without structural steel or other supporting lintels. Provide precast or formed-in-place masonry lintels. Thoroughly cure precast lintels before handling and installation. Temporarily support formed-in-place lintels.
 - 1. Lintel Blocks: For hollow concrete masonry unit walls, use specially formed "U"-shaped lintel units with reinforcing bars placed as shown filled with coarse grout.

3.13 FLASHING AND WEEPHOLES

- A. General: Provide concealed flashings in masonry work at, or above, all shelf angles, lintels, ledges and other obstructions to the downward flow of water in the wall so as to divert such water to the exterior.
- B. Prepare masonry surfaces smooth and free from projections which could puncture flashing. Place through-wall flashing on bed of mortar and cover with mortar. Seal penetrations in flashing with mastic before covering with mortar. Extend flashings through exterior face of masonry and turn down to form drip.
- C. Install flashings as follows:
 - 1. At lintels, extend flashing a minimum of 4 inches into masonry at each end. Extend flashing from exterior face of outer wythe of masonry, through the outer wythe, turned up a minimum of 4 inches, and through the inner wythe to within 1/2 inches of the interior face of the wall.
 - 2. At heads and sills, extend flashing as specified above unless otherwise indicated but turn up ends not less than 2 inches to form a pan.

3. Interlock end joints of flashings by overlapping not less than 1-1/2 inches and seal lap with elastomeric sealant complying with requirements of Section 07900 for application indicated.
 4. Turn down sheet metal flashings at exterior face of masonry to form drip.
- D. Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashings and as follows:
1. Space weep holes 24 inches o.c.
- E. Install reglets and nailers for flashing and other related construction where shown to be built into masonry.

3.14 INSTALLATION OF REINFORCED UNIT MASONRY

- A. General: Install reinforced unit masonry to comply with requirements of referenced unit masonry standard.
- B. Temporary Formwork: Construct formwork and shores to support reinforced masonry elements during construction.
1. Construct formwork to conform to shape, line, and dimensions shown. Make sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
- C. Do not place grout until entire height of masonry to be grouted has attained sufficient strength to resist grout pressure.
- D. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other temporary loads that may be placed on them during construction.

3.15 FIELD QUALITY CONTROL

- A. Testing Frequency: Tests and evaluations listed in this article will be performed during construction for each 5000 sq. ft. of wall area or portion thereof.
1. Mortar composition and properties will be evaluated per ASTM C-780.
 2. Grout compressive strength will be sampled and tested per ASTM C-1019.
3. Evaluation of Quality Control Tests: In absence of other indications of noncompliance with requirements, masonry will be considered satisfactory if results from construction quality control tests comply with minimum requirements indicated.

3.16 REPAIR, POINTING AND CLEANING

- A. Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar or grout, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point-up all joints at corners, openings and adjacent work to provide a neat, uniform appearance, properly prepared for application of sealants.
- C. Do not allow excess mortar to harden on the ground face block finished surfaces. Remove green mortar with burlap or dry cloth.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean masonry as follows:
 - 1. Testing Cleaning Methods: Test on sample wall panels; leave 1/2 panel uncleaned for comparison purposes.
 - a) Pre-Cleaning Conference: Obtain Architect's acceptance of sample cleaning before proceeding. Review cleaning agents proposed for use and whether special methods will be required for removing localized stains, and, if so, what agents will be used.
 - 2. Preliminary Cleaning: Remove large mortar particles by hand with wooden paddles and non-metallic scrape hoes or chisels.
 - 3. Use of Cleaning Agents:
 - a) For brick, and if required for limestone and concrete unit masonry, provide proprietary cleaning agent designed for new masonry surfaces of types indicated; expressly approved for intended use by manufacturers of masonry units being cleaned; complying with environmental regulations; and that will not harm materials with which it will come in contact. If requested by Architect, submit data substantiating compliance with above requirements.
 - b) Protect adjacent surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film or waterproof masking tape.
 - c) Saturate wall surfaces with water prior to application of cleaners; remove cleaners promptly by rinsing thoroughly with clear water.
 - 4. Brick: Use bucket and brush hand cleaning method described in BIA "Technical Note No. 20 Revised" to clean brick masonry except use masonry cleaner.
 - 5. Concrete Unit Masonry: Clean concrete unit masonry to comply with masonry manufacturer's directions and applicable NCMA "Tek" bulletins.

6. Limestone: Comply with recommendations of fabricator.
- E. Field Applied Sealer: Provide ground face block manufacturer's clear acrylic sealer to ground face block after cleaning and when block is dry. Apply sealer evenly to the entire surface without drops or runs. Apply with spray equipment in accordance with manufacturer's instruction.
- F. Protection: Provide final protection and maintain conditions in a manner acceptable to installer, which ensures unit masonry work being without damage and deterioration at time of Substantial Completion.

PART 4 – PAYMENT

4.01 BASIS OF PAYMENT

- A. The work for UNIT MASONRY will be paid for at a square foot unit sum on a per structure basis incidental to the total sum.
- B. The actual total sum of UNIT MASONRY included on contract subject to field verification, subject to approval by architect and Cook County Highway Department designated representative.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENTS
INDEX**

<u>Section</u>	<u>Description</u>
Instructions	Instructions for Completion of Economic Disclosure Statement
	Insert IDOT Certificate of Eligibility
	Insert IDOT Affidavit of Availability
1	DBE Utilization Plan DBE Participation Statement
2	Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant
3	Petition for Reduction/Waiver of DBE Participation Goals
4	Contractor Certifications
5	Required Disclosures (Lobby, Local Business Preference, Real Estate Ownership) Affidavit of Child Support Obligations Disclosure of Ownership Interest Statement Familial Relationship Disclosure Provision
6	Contractor's Certification Concerning Labor Standards & Prevailing Wage Requirements Subcontractor's Certification Concerning Labor Standards & Prevailing Wage Requirements
7	Execution Pages: Sole Proprietor Signature Page Partnership Signature Page Corporation Signature Page Cook County Signature Page

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

Section 4: Certifications. - (1 original set of documents) Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. - (1 original set of documents) Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 6: Execution Forms. Refer to section "Definition of Terms/Information for Bidders" for instructions of number of originals and number of copies needed when submitting a bid document.

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

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



Illinois Department of Transportation

Certificate of Eligibility

Contractor No 0231

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

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

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

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

Michael A. Reum
Acting Engineer of Construction



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 2-8-12
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1 228	2 390	3 386	4 399	Award Pending	
County and Section Number	Cook 3328-1	Cook Spec. 90239	Kane	Cook		
Contract With	Lorig Construction	Turner/Lindahl/Conc Struc	Adcock Constr	Fall River, LLC		
Estimated Completion Date	6/30/12	11/30/12	6/30/12	6/30/12		
Total Contract Price	122,080.00	4,958,820.04	580,533.90	1,415,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	63,350.10	4,958,820.04	580,533.09	90,332.00		5,693,035.23
Total Value of All Work						5,693,035.23

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	56,802.10	4,886,457.79	563,089.36	90,332.00		5,596,681.25
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling	6,548.00	18,995.70				25,543.70
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization		41,320.05				41,320.05
Field Office						0.00
TC&P						0.00
Totals	63,350.10	4,946,773.54	563,089.36	90,332.00	0.00	5,663,545.00

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

Part III. Work Subcontracted to Others

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

	1 288	2 390	3 386	4 399	Award Pending
Subcontractor	None	Road Fabrics	Tru-Seal	Lampignano & Son	
Type of Work		SRCCT	Striping	Concrete	
Subcontract Price		12,046.50	17,443.73	195,944.25	
Amount Uncompleted		12,046.50	17,443.73	0.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	12,046.50	17,443.73	0.00	0.00



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of _____

(Letting date)

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	1 356	2 417	3 420	4 438	Award Pending	
County and Section Number	Dupage	Cook 532B	Cook RR-08-5669	Cook		
Contract With	Nicor	Greco/ Pirtano	Lorig Construction	King Koncrete		
Estimated Completion Date	6/30/12	12/31/12	6/30/12	7/31/12		
Total Contract Price	1,215,116.00	3,751,043.25	325,957.95	745,877.10		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	560,296.00	3,751,043.25	209,003.51	530,458.68		5,050,801.44
Total Value of All Work						5,050,801.44

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	553,102.44	3,729,393.65	199,931.51	530,458.68		5,012,886.28
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		19,054.15				19,054.15
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling		2,595.45	9,072.00			11,667.45
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization						0.00
Field Office						0.00
TC&P						0.00
Totals	553,102.44	3,751,043.25	209,003.51	530,458.68	0.00	5,043,607.88

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Part III. Work Subcontracted to Others

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

	1 356	2 417	3 420	4 438	Award Pending
Subcontractor	Alliance Sealcoating	None	None	None	
Type of Work	Striping				
Subcontract Price	7,193.56				
Amount Uncompleted	7,193.56				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	7,193.56	0.00	0.00	0.00	0.00



Illinois Department of Transportation

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

**Affidavit of Availability
For the Letting of _____**

(Letting date)

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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1 443	2 461	3 465	4 469	Award Pending	
County and Section Number	Dupage 11-00088-00-RS	Dupage	Cook	Cook Spec. 94080		
Contract With	IDOT	McShane Constr.	Alliance Contr.	Turner/Lindahl/Conc Struc.		
Estimated Completion Date	8/31/12	10/31/12	7/31/12	10/31/12		
Total Contract Price	965,415.65	6,785,500.00	129,607.20	1,563,878.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	692,674.16					692,674.16
Uncompleted Dollar Value if Firm is the Subcontractor		465,618.80	97,740.66	1,563,878.00		2,127,237.46
Total Value of All Work						2,819,911.62

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	509,120.42	360,979.60	97,740.66	1,548,830.25		2,516,670.93
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		87,425.00				87,425.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						0.00
Cold Milling, Planning & Rotomilling	106,049.25			15,047.75		121,097.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization	4,682.00					4,682.00
Field Office						0.00
TC&P						0.00
Totals	619,851.67	448,404.60	97,740.66	1,563,878.00	0.00	2,729,874.93

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Part III. Work Subcontracted to Others

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

	1 443	2 461	3 465	4 469	Award Pending
Subcontractor	Humir Constr.	Alliance Sealcoating	None	None	
Type of Work	Sewer	Striping			
Subcontract Price	136,343.00	17,214.20			
Amount Uncompleted	16,481.60	17,214.20			
Subcontractor	Schroeder & Schroeder				
Type of Work	Concrete				
Subcontract Price	102,124.00				
Amount Uncompleted	7,031.39				
Subcontractor	V&R Landscp				
Type of Work	Landscaping				
Subcontract Price	18,162.00				
Amount Uncompleted	18,162.00				
Subcontractor	Superior Rd Striping				
Type of Work	THPL				
Subcontract Price	24,013.50				
Amount Uncompleted	24,013.50				
Subcontractor	Work Zone Safety				
Type of Work	TC&P				
Subcontract Price	9,120.00				
Amount Uncompleted	4,474.00				
Subcontractor	Hawk Ent.				
Type of Work	Elect.				
Subcontract Price	2,660.00				
Amount Uncompleted	2,660.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	72,822.49	17,214.20	0.00	0.00	0.00



Illinois Department of Transportation

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

**Affidavit of Availability
For the Letting of _____**

(Letting date)

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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1 470	2 60M05	3 60M07	4 60R02	Award Pending	
County and Section Number	Cook 09-W7441-02-RS	Cook 465Y-Rs-4	Cook 211 K-Rs-1	Cook 2011-076-RS		
Contract With	Cook Cty Hwy Dept	IDOT	IDOT	IDOT		
Estimated Completion Date	6/15/12	6/30/12	6/30/12	6/15/12		
Total Contract Price	485,758.80	1,235,109.63	1,198,975.08	639,118.56		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	485,758.80	1,235,109.63	1,198,975.08	639,118.56		3,558,962.07
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						3,558,962.07

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

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

					Accumulated Totals
Earthwork					0.00
Portland Cement Concrete Paving					0.00
HMA Plant Mix	346,780.00	615,137.30	717,616.67	346,364.26	2,025,898.23
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	2,000.00			984.00	2,984.00
Highway,R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction					0.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
RR Insurance		5,400.00	5,400.00		10,800.00
Cold Milling, Planning & Rotomilling	31,340.30	104,893.50	96,043.25	93,672.22	325,949.27
Demolition					0.00
Pavement Markings (Paint)					0.00
Mobilization		72,040.59	71,184.66	35,849.83	179,075.08
Field Office	15,000.00	15,000.00	15,600.00	7,800.00	53,400.00
TC&P					0.00
Totals	395,120.30	812,471.39	905,844.58	484,670.31	0.00

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

Part III. Work Subcontracted to Others

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

	1 470	2 60M05	3 60M07	4 60R02	Award Pending
Subcontractor	Unknown	Hawk Ent.	Hawk Ent.	Azteca Power	
Type of Work	Crack Seal	Elect.	Elect.	Conc/Sewer	
Subcontract Price	13,625.00	29,026.00	25,536.00	89,992.00	
Amount Uncompleted	13,625.00	29,026.00	25,536.00	89,992.00	
Subcontractor	Carrera Conc.	J.E.M. Traffic Contr.	JEM Traffic Contr.	Dunn Rite Ldscp	
Type of Work	Concrete	TC&P	TC&P	Landscaping	
Subcontract Price	45,990.00	17,968.72	19,910.65	3,375.00	
Amount Uncompleted	45,990.00	17,968.72	19,910.65	3,375.00	
Subcontractor	Hawk Ent.	Kreative Scape	Kreative Scape	Hawk Ent.	
Type of Work	Elect.	Conc/Sewer	Conc/Sewer	Elect.	
Subcontract Price	4,800.00	315,163.50	193,427.60	11,712.00	
Amount Uncompleted	4,800.00	315,163.50	193,427.60	11,712.00	
Subcontractor	J.E.M. Traffic Contr.	Sheridan Sewer	McGinty Bros.	Work Zone Safety	
Type of Work	TC&P	Drain Clean	Landscap	TC&P	
Subcontract Price	7,745.00	23,990.00	7,860.00	13,961.85	
Amount Uncompleted	7,745.00	23,990.00	7,860.00	13,961.85	
Subcontractor	JNC Constr.	Superior Rd Striping	Sheridan Sewer	Superior Rd Striping	
Type of Work	Sewer	THPL	Drain Clean	THPL	
Subcontract Price	7,530.00	26,986.02	10,560.00	17,807.40	
Amount Uncompleted	7,530.00	26,986.02	10,560.00	17,807.40	
Subcontractor	Precision Pvt Mk	V&R Landscape	Superior Rd Striping	Visu-Sewer of Illinois	
Type of Work	THPL	Landscaping	THPL	Drain Clean	
Subcontract Price	10,948.50	9,504.00	35,836.25	17,600.00	
Amount Uncompleted	10,948.50	9,504.00	35,836.25	17,600.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	90,638.50	422,638.24	293,130.50	154,448.25	0.00



Illinois Department of Transportation

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

C

**Affidavit of Availability
For the Letting of**

(Letting date)

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Part I. Work Under Contract

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	1 63653	2 60P12			Award Pending
County and Section Number	Dupage 11-00057-00-RS	Kane S-RS-5			
Contract With	IDOT	IDOT			
Estimated Completion Date	7/31/12	7/31/12			
Total Contract Price	773,130.48	1,608,190.12			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	773,130.48	1,608,190.12			2,381,320.60
Uncompleted Dollar Value if Firm is the Subcontractor					0.00
Total Value of All Work					2,381,320.60

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					Accumulated Totals
Earthwork	88,163.80	36,910.54			125,074.34
Portland Cement Concrete Paving					0.00
HMA Plant Mix	410,807.63	1,070,613.97			1,481,421.60
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	33,789.23	25,708.74			59,497.97
Highway,R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction					0.00
Landscaping					0.00
Fencing					0.00
Painting					0.00
RR Insurance					0.00
Cold Milling, Planning & Rotomilling	57,981.15	205,188.48			263,169.63
Demolition					0.00
Pavement Markings (Paint)					0.00
Mobilization	38,982.23	85,844.02			124,826.25
Field Office		15,600.00			15,600.00
TC&P					0.00
Totals	629,724.04	1,439,865.75	0.00	0.00	2,069,589.79

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Part III. Work Subcontracted to Others

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

	1 63653	2 60P12			Award Pending
Subcontractor	Laredo Systems	Azteca Power			
Type of Work	Landscape	Conc/Sewer			
Subcontract Price	55,180.69	54,762.00			
Amount Uncompleted	55,180.69	54,762.00			
Subcontractor	Precision Pvt Mk	Del Toro Landscp			
Type of Work	THPI	Landscape			
Subcontract Price	17,141.75	11,247.85			
Amount Uncompleted	17,141.75	11,247.85			
Subcontractor	Ray Edwards Constr.	Hawk Ent.			
Type of Work	Drainage	Electr.			
Subcontract Price	15,255.00	15,048.00			
Amount Uncompleted	15,255.00	15,048.00			
Subcontractor	Stettner & Assoc.	Maint. Coatings			
Type of Work	Layout	THPL			
Subcontract Price	4,550.00	38,260.64			
Amount Uncompleted	4,550.00	38,260.64			
Subcontractor	Work Zone Safety	Penhall Co.			
Type of Work	TC&P	Rumble Strip			
Subcontract Price	21,012.00	5,777.20			
Amount Uncompleted	21,012.00	5,777.20			
Subcontractor	Trialta Constr.	Traffic Control & Protection			
Type of Work	Conc	TC&P			
Subcontract Price	30,267.00	35,128.68			
Amount Uncompleted	30,267.00	35,128.68			
Subcontractor		Visu-Sewer			
Type of Work		Drain Clean			
Subcontract Price		8,100.00			
Amount Uncompleted		8,100.00			
Total Uncompleted	143,406.44	168,324.37	0.00	0.00	
					0.00



Illinois Department of Transportation

Bureau of Construction
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	1	2	3	4	Awards Pending	
County and Section Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Grand Totals - Pg 1-6
Uncompleted Dollar Value if Firm is the Prime Contractor						6,632,956.83
Uncompleted Dollar Value if Firm is the Subcontractor						12,871,074.13
Total Value of All Work						19,504,030.96

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

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

						Grand Totals - Pg 1-6
Earthwork						125,074.34
Portland Cement Concrete Paving						0.00
HMA Plant Mix						16,633,558.29
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						168,961.12
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
RR Insurance						10,800.00
Cold Milling, Planning & Rotomilling						747,427.05
Demolition						0.00
Pavement Markings (Paint)						0.00
Mobilization						349,903.38
Field Office						69,000.00
TC&P						0.00
Totals	0.00	0.00	0.00	0.00	0.00	18,104,724.18

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



COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Participation Statement

(1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route: W38 & 055
Section: 11-W3841-04-RS & 11-05543-02-BR
Project:
County: Cook

Total Bid: 1,343,224.80
Contract DBE Goal: 12% (Percent) 161,186.98 (Dollar Amount)

Letting Date: February 8, 2012

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company: (check one)

[X] Meets or exceeds contract award goals and has provided documented participation as follows:
Disadvantaged Business Participation: 13.8 percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

[] Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:
Disadvantaged Business Participation: _____ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Arrow Road Construction Company
By: Nick Eichenold, Chief Estimator

The "as read" Low Bidder is required to comply with the Special Provision.
Submit only one correction plan for each project. The correction also shall be submitted in accordance with the special provision.
Cook County Department of Highways
Contract Documents
69 West Washington Street - Suite 2200
Chicago, IL 60602

Date: February 8, 2012

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is required under Federal law to provide any information and results to the contract not being awarded. This form has been approved by the State Funds Manager Central.



**COOK COUNTY DEPARTMENT OF HIGHWAYS
DBE Utilization Plan**

Subcontractor Registration Number 412C

Letting 2/8/12

Participation Statement

Item No. 11-W3841-04-RS & 11-05513-02-BR

(1) Instructions

Contract No. 12-28-014

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work

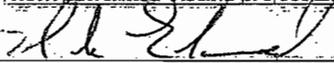
Pay Item No.	Description	Quantity	Unit Price	Total
65	Eradication of Existing Pvt Mk	700	0.10	70.00
67	Raised Reflective Pvt Marker	300	24.00	7,200.00
69	Thpl Pvt Mark L & S	420	3.35	1,407.00
70	Thpl Pvt Mark 4"	34,100	0.50	17,050.00
71	Thpl Pvt Mark 6"	1650	0.70	1,155.00
72	Thpl Pvt Mark 8"	3100	1.00	3,100.00
Total				29,982.00

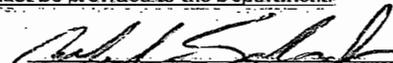
(3) Partial Payment Items

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

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Highway Department and that complete and accurate information regarding actual work performed on this project and the payment therefor must be provided to the Department.


Signature for Prime Contractor


Signature of DBE Firm

Title Chief Estimator

Title Vice President

Date 2/8/12

Date 2/6/12

Contact Person Nick Eichenold

Contact Person Fred Salazar

Phone 847-437-0700

Phone 847-489-0259

Firm Name Arrow Road Construction Co.

Firm Name Precision Pavement Markings, Inc.

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

Address 559 Columbia Avenue

City/State/Zip Mt. Prospect, IL 60056

City/State/Zip Elgin, IL 60120

E _____

WC _____

The Cook County Highway Department is publishing this notice of intention of participation to accomplish its statutory purpose and does not intend to discriminate on the basis of race or ethnicity. The Department is not responsible for any discrimination or retaliation by any contractor or subcontractor. The Department is not responsible for any discrimination or retaliation by any contractor or subcontractor.

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Harms Rd -Golf to East Lake Avenue #12-28-014

From: Precision Pavement Markings, Inc. (DBE Firm)

To: Arrow Road Construction Company (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"): Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

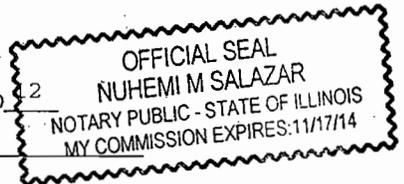
Pay Item No.	Description	Quantity	Fee/Cost
65	Eradication of Existing Pavement Mark Raised Reflective	700	\$ 0.10 = 70.00 100 %
67	Pavement Marker	300	\$ 24.00 = 7200.00 100 %
69	Thp1 Pavt Mark L & S	420	\$ 3.35 = 1407.00 100 %
70	Thp1 Pavt Mark 4"	34,100	\$.50 = 17,050.00 100 %
71	Thp1 Pavt Mark 6"	1,650	\$.70 = 1155.00 100 %
72	Thp1 Pavt Mark 8"	3,100	\$ 1.00 = 3100.00 100 %
Total:			\$ 29,982.00 100 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Alfredo Salazar Jr. (print name) the Vice President (title) and duly authorized representative of the Precision Pavement Markings, Inc. (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 29,982.00 which represents the above indicated total percentage 2 % for the contract amount \$ 1,343,224.80

(Signature of affiant) _____ (Date) 2 / 6 / 12
Subscribed and sworn to before me this 6th day of February, 2012

(Notary's Signature) _____ (Notary Seal) _____

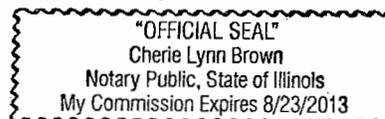


Upon penalty of perjury, Nick Eichenold (print name), the Chief Estimator (title) and duly authorized representative of Arrow Road Construction Company (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 29,982.00 which represents the above indicated total percentage 2 % for the contract amount \$ 1,343,224.80

(Signature of affiant) _____ (Date) 2 / 8 / 12
Subscribed and sworn to before me this 8th day of February, 2012

(Notary's Signature) _____ (Notary Seal) _____



COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Harms Rd -Golf to East Lake Avenue #12-28-014

From: Precision Pavement Markings, Inc. (DBE Firm)

To: Arrow Road Construction Company (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"): Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost
73	Thpl Pavt Mark 12"	1350	\$ 1.50 = 2025.00 100 %
74	Thpl Pavt Mark 24"	250	\$ 3.00 = 750.00 100 %
			\$ %
Total: \$			2775.00 100 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Alfredo Salazar Jr. (print name) the Vice President (title) and duly authorized representative of the Precision Pavement Markings, Inc. (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 2775.00 which represents the above indicated total percentage .02 % for the contract amount \$ 1,343,224.80

(Signature of affiant) _____ (Date) 2 / 6 / 12

Subscribed and sworn to before me this 6th day of February

(Notary's Signature) _____ (Notary Seal)



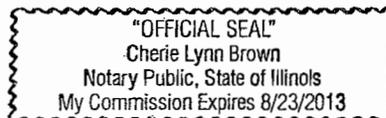
Upon penalty of perjury, Nick Eicherold (print name), the Chief Estimator (title) and duly authorized representative of Arrow Road Construction Company (Bidder/Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 2775.00 which represents the above indicated total percentage .02 % for the contract amount \$ 1,343,224.80

(Signature of affiant) _____ (Date) 2 / 8 / 12

Subscribed and sworn to before me this 8th day of February, 20 12

(Notary's Signature) _____ (Notary Seal)



COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Harms Rd -Golf to East Lake Avenue #12-28-014

From: Azteca Power Construction, Inc. (DBE Firm)

To: Arrow Road Construction Company (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"): Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost
			\$ %
	See attachment		\$ %
			\$ %
			\$ %
			\$ %
			\$ %
Total:			\$ 113,073.00 100 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

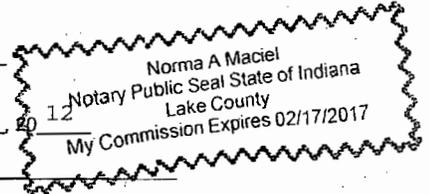
Upon Penalty of perjury, I Jaime Gonzalez (print name) the Vice President (title) and duly authorized representative of the Azteca Power Construction (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 113,073.00 which represents the above indicated total percentage 8 % for the contract amount \$ 1,343,224.80

[Signature] (Signature of affiant) 2 / 7 / 12 (Date)

Subscribed and sworn to before me this 7th day of February

[Signature] (Notary's Signature)

(Notary Seal)



Upon penalty of perjury, Nick Eichenold (print name), the Chief Estimator (title) and duly authorized representative of Arrow Road Construction Company (Bidder Proposer firm),

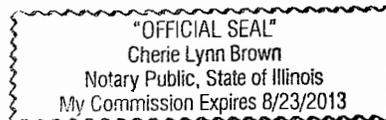
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 113,073.00 which represents the above indicated total percentage 8 % for the contract amount \$ 1,343,224.80

[Signature] (Signature of affiant) 2 / 7 / 12 (Date)

Subscribed and sworn to before me this 7th day of February

[Signature] (Notary's Signature)

(Notary Seal)



COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Harms Rd -Golf to East Lake Avenue #12-28-014

From: Hawk Enterprises, Inc. (DBE Firm)

To: Arrow Road Construction Company (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"): Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

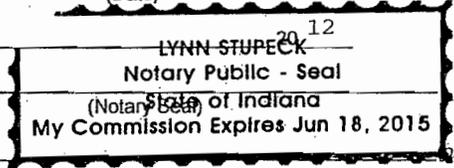
Pay Item No.	Description	Quantity	Fee/Cost	
52	Det Loop Ty I	930	\$ 14.00 = 13,020.00	100 %
53	Maint of Ex Ts Install	4	\$ 850.00 = 3,400.00	100 %
			\$	%
			Total: \$ 16,420.00	100 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Johanna Plank (print name) the President (title) and duly authorized representative of the Hawk Enterprises, Inc. (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 16,420.00 which represents the above indicated total percentage 1 % for the contract amount \$ 1,343,224.80

Johanna Plank (Signature of affiant) 2 / 8 / 12 (Date)

Subscribed and sworn to before me this 8th day of February
[Signature] (Notary's Signature)



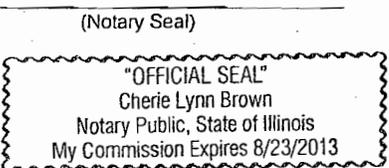
Upon penalty of perjury, Nick Eichenold (print name), the Chief Estimator (title) and duly authorized representative of Arrow Road Construction Company (Bidder/Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 16,420.00 which represents the above indicated total percentage 1 % for the contract amount \$ 1,343,224.80

[Signature] (Signature of affiant) 2 / 8 / 12 (Date)

Subscribed and sworn to before me this 8th day of February, 20 12

[Signature] (Notary's Signature)



COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Harms Rd -Golf to East Lake Avenue #12-28-014

From: Work Zone Safety, Inc. (DBE Firm)

To: Arrow Road Construction Company (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"): Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost
64	TC&P	1	\$ 7415.00 = 7415.00 100 %
65	Eradication Pvt Mk	700	\$ 0.95 = 665.00 100 %
66	Pvt Mk T3 Ln 4"	15,400	\$ 0.95 = 14,630.00 100 %
Total: \$			22,710.00 100 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Pam Ackerman (print name) the President (title) and duly authorized representative of the Work Zone Safety, Inc. (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 22,710.00 which represents the above indicated total percentage 1 % for the contract amount \$ 1,343,224.80

Pamela E Ackerman (Signature of affiant) 1 / 31 / 12 (Date)

Subscribed and sworn to before me this 31st day of January, 20 12

[Signature] (Notary's Signature) (Notary Seal)

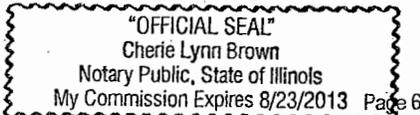
Upon penalty of perjury, Nick Eichenold (print name), the Chief Estimator (title) and duly authorized representative of Arrow Road Construction Company (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 22,710.00, which represents the above indicated total percentage 1 % for the contract amount \$ 1,343,224.80

[Signature] (Signature of affiant) 2 / 8 / 12 (Date)

Subscribed and sworn to before me this 8th day of February, 20 12

[Signature] (Notary's Signature) (Notary Seal)



PETITION FOR WAIVER OF DBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL DBE WAIVER
- FULL DBE WAIVER
- REDUCTION (PARTIAL DBE PARTICIPATION)
 _____ % of Reduction for DBE Participation
 _____ % of Reduction for DBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. All supporting documentations shall be submitted with bid/proposal/quotation.

- 1) Lack of sufficient qualified DBE capable of providing the goods or services required by the contract (please explain)
- 2) The specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize DBE in accordance with the applicable participation (please explain)
- 3) Price quoted by potential DBE are above competitive levels and increase cost of doing business and would make acceptance of such DBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such DBE bid (please explain)
- 4) There are other relevant factors making it impossible or economically infeasible to utilize and/or DBE firms (please explain)

C. GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. All supporting documentation shall be submitted with bid/proposal/quotation.

- 1) Made timely written solicitation to identified DBE for utilization of goods and/or services; and provided DBE with a timely opportunity to review and obtain relevant specifications, terms and conditions of the bid to enable DBE to prepare an informed response to solicitation (please attach)
- 2) Followed up initial solicitation of DBE to determine if firms are interested in doing business (please attach)
- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for DBE for supply of goods and services (please attach)
- 4) Use the services and assistance of the Contract Administrator (please explain)
- 5) Engaged DBE for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with DBE participation.

DBE GOOD FAITH EFFORTS CHECKLIST

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

CHECKED BY BIDDER IF COMPLETED

- _____ Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

- _____ Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- _____ Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

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

 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- _____ Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- _____ Made efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

- _____ Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

- _____ Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

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

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

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contract: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contract: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contract: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

CONTRACTOR CERTIFICATIONS
(SECTION 4)

The following certifications are made pursuant to state law and the code. The undersigned is cautioned to carefully read these certifications prior to signing the signature page. Signing the signature page shall constitute a warranty by the undersigned that all the statements, certifications and information set forth within these certifications are true, complete and correct as of the date the signature page is signed. The undersigned is notified that if the county learns that any of the following certifications were falsely made, that any contract entered into with the undersigned shall be subject to termination.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for - profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: X No: _____

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

 3401 S. Busse Rd, Mt. Prospect, IL 60056

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

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

 X Applicant has no "Substantial Owner."

OR

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:
08-23-300-036-0000

PERMANENT INDEX NUMBER(S): 08-23-300-055-0000

08-27-200-005-0000

08-27-200-006-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT
(Section 5)

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Arrow Road Construction Co. D/B/A: EIN NO.: 36-2214203

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

City: Mt. Prospect State: IL Zip Code: 60056

Phone No.: 847-437-0700

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
- Business Trust Estate Association Joint Venture
- Other (describe) _____

Ownership Interest Declaration:

- 1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
John F. Healy - President	1726 Kay Rd, Wheaton, IL 60187	99%
Wayne E. Healy - Treasurer	1441 Fox Lane, Hinsdale, IL 60521	1%

- 2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

- 3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

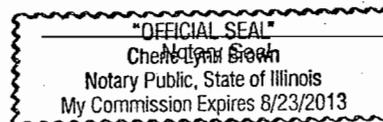
John F. Healy
 Name of Authorized Applicant/Holder Representative (please print or type)
 Signature: *John F. Healy*
 E-mail address: nick@arrowroad.com

President
 Title
 February 8, 2012
 Date
 847-437-0700
 Phone Number

Subscribed to and sworn before me this 8th day of Feb., 2012

X *Cherie Lynn Brown*
 Notary Public Signature

My commission expires: 8/23/13





COOK COUNTY BOARD OF ETHICS

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: John F. Healy Title: President

Business Entity Name: Arrow Road Construction Co. Phone: 847-437-0700

Business Entity Address: 3401 S. Busse Rd., P.O. Box 334, Mt. Prospect, IL 60056

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

John F. Healy February 8, 2012
Owner/Employee's Signature Date
John F. Healy, President
Subscribe and sworn before me this 8th Day of February, 2012

a Notary Public in and for Cook County

Cherie Lynn Brown
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 8/23/13

Completed forms must be filed with the bid.



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

To Contractor:

County of Cook
 69 W. Washington Street
 Chicago, IL 60602

Date: February 8, 2012
 Project Number: 11-W3841-04-RS & 11-05543-02-BR
 Project Name: Harms Rd & Green Bay Rd
 Route No. W38 & 055
 Contract No. 12-28-014

1. If awarded the contract with the County of Cook for the construction of the above identified project, the undersigned agrees that:
 - (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
 - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

4. He certifies that:
 - (a) The legal name and the business address of the undersigned are:

Arrow Road Construction Company
 - (b) The undersigned is (check one):

<input type="checkbox"/>	Sole Proprietorship	3401 S. Busse Rd., P.O. Box 334
<input type="checkbox"/>	Partnership	Mt. Prospect, IL 60056
<input checked="" type="checkbox"/>	Corporation	
<input type="checkbox"/>	Other Organization (Describe)	
 - (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
John F. Healy -	President -	1726 Kay Rd, Wheaton, IL 60187
Michael J. Salmon-	Vice President/Secretary -	300 N. State St.
		Chicago, IL 60610
Wayne E. Healy -	Treasurer -	1441 Fox Lane, Hinsdale, IL 60521

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

NAME	ADDRESS	NATURE OF INTEREST
None		

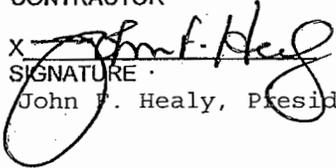
(e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest is (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

DATE February 8, 2012

Arrow Road Construction Company

CONTRACTOR

X 
SIGNATURE

John F. Healy, President

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

To Contractor:

Arrow Road Construction Company
3401 S. Busse Rd., P.O. Box 334
Mt. Prospect, IL 60056

Date: February 8, 2012
Project Number: 11-W3841-04-RS & 11-05513-02-BR
Project Name: Harms Rd & Green Bay Rd, Rte No. W38 & 055

1. The undersigned, if awarded a contract with Arrow Road Construction Company
(Contractor)

for Concrete & Sewer
Nature of Work)

_____ in the amount of \$ 113,073.00 in the construction of the above-identified project,
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on TBD
(Date)

4. He certifies that:

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

(b) The undersigned is (check one):

- Sole Proprietorship
 Partnership
 Corporation
 Other Organization (Describe)

Azteca Power Construction, Inc
6110 S. LaSalle
Chicago, IL 60621

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

NAME	TITLE	ADDRESS
<u>See Attached</u>		

DATE February 8, 2012

SUBCONTRACTOR

22

X

[Signature]

Azteca Power Construction, Inc.

6110 S. LaSalle Street
Chicago, IL 60621
773-643-7278 Fax: 773-643-0808

OWNERS

NAME		PERCENTAGE	ADDRESS	DUTIES
Jaime Gonzalez	Owner/VP	12.50%	4508 S. Komensky, Chicago, IL 60632	Day to day operations
Norma Maciel	President		841 116th St., Whiting, IN 46394	Day to day operations
Francisca Tenorio	Shareholders	12.50%	3853 S. Albany, Chicago, IL 60632	Not in office
Teresa Cahue	Shareholders	12.50%	4818 Keeler, Chicago, IL 60632	Not in office
Alberta Trujillo	Shareholders	12.50%	Mexico City Mexico	Not in office
Victor Ramirez	Shareholders	12.50%	1419 W. 17th St., Chicago, IL 60608	Not in office
Efrain Munoz	Shareholders	12.50%	4549 Morning Glory, Mattson, IL 60443	Not in office

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

(Section 6)

To Contractor:

Arrow Road Construction Company
3401 S. Busse Rd., P.O. Box 334
Mt. Prospect, IL 60056

Date: February 8, 2012
Project Number: 11-W3841-04-RS & 11-05513-02-BR
Project Name: Harms Rd & Green Bay Rd, Rte No. W38 & 055

1. The undersigned, if awarded a contract with Arrow Road Construction Company
(Contractor)

_____ for Pavement Markings
Nature of Work)

_____ in the amount of \$ 32,757.00 in the construction of the above-identified project,
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on 3 Days Notice
(Date)

4. He certifies that:

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

Precision Pavement Markings, Inc.
559 Columbia Ave.
Elgin, IL 60120

(b) The undersigned is (check one):

____ Sole Proprietorship
____ Partnership
 Corporation
____ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
Alfredo Salazar	President	509 Jefferson Elgin, IL 60120
Alfredo Salazar Jr.	V-P	800 Wing St. Elgin, IL 60123
Billy J. Salazar	V-P	559 Columbia Ave. Elgin, IL 60120
Triveni Sharma	Partner	2548 Gross Point Rd. Evanston, IL 60201

SUBCONTRACTOR

DATE February 8, 2012



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

(Section 6)

To Contractor:

Arrow Road Construction Company
3401 S. Busse Rd., P.O. Box 334
Mt. Prospect, IL 60056

Date: February 8, 2012

Project Number: 11-W3841-04-RS & 11-05513-02-BR

Project Name Harms Rd & Green Bay Rd, Rte No. W38 & 055

1. The undersigned, if awarded a contract with Arrow Road Construction Company
(Contractor)

_____ for Electrical Work

(Nature of Work)

_____ in the amount of \$ 16,420.00 in the construction of the above-identified project,
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

3. The workmen will report for duty on TBD
(Date)

4. He certifies that:

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

(b) The undersigned is (check one):

- Sole Proprietorship
 Partnership
 Corporation
 Other Organization (Describe)

Hawk Enterprises, Inc.
1850 E. North Street
Crown Point, IN 46307

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

NAME	TITLE	ADDRESS
Johanna Plank	President	3200 E. 145th Ave., Crown Point, IN 46307

DATE February 8, 2012

SUBCONTRACTOR

Johanna Plank, President
Hawk Enterprises, Inc.

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

(Section 6)

To Contractor:

Arrow Road Construction Company
3401 S. Busse Rd., P.O. Box 334
Mt. Prospect, IL 60056

Date: February 8, 2012
Project Number: 11-W3841-04-RS & 11-05513-02-BR
Project Name: Harms Rd & Green Bay Rd, Rte No. W38 & 055

1. The undersigned, if awarded a contract with Arrow Road Construction Company
(Contractor)

_____ for Concrete Repair
Nature of Work)

_____ in the amount of \$ 223,930.00 in the construction of the above-identified project,
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

3. The workmen will report for duty on TBD
(Date)

4. He certifies that:

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

(b) The undersigned is (check one):
_____ Sole Proprietorship
_____ Partnership
 Corporation
_____ Other Organization (Describe)

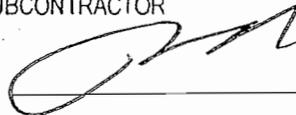
Albin Carlson & Co.
745 South Rohlwing Road
Addison, IL 60101

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

NAME	TITLE	ADDRESS
DANIEL P. DIETZLER	PRES.	745 S. ROHLWING RD. ADDISON IL 60101
RICHARD J. HAYES	ASST. TREASURER	" "
JEFFREY C. SCHUH	ASST. SECRETARY	" "

DATE February 8, 2012

SUBCONTRACTOR



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

To Contractor:

Arrow Road Construction Company
3401 S. Busse Rd., P.O. Box 334
Mt. Prospect, IL 60056

Date: February 8, 2012

Project Number: 11-W3841-04-RS & 11-05513-02-BR

Project Name Harms Rd & Green Bay Rd, Rte No. W38 & 055

1. The undersigned, if awarded a contract with Arrow Road Construction Company
(Contractor)

_____ for Landscaping

(Nature of Work)

_____ in the amount of \$ 3,861.00 in the construction of the above-identified project,
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on TBD
(Date)
4. He certifies that:

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

(b) The undersigned is (check one):
 Sole Proprietorship
 Partnership
 Corporation
 Other Organization (Describe)

Beverly Enviromental, LLC
16504 Dixie Highway
Markham, IL 60428

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

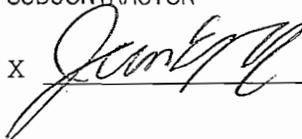
NAME	TITLE	ADDRESS
<u>James Esposito</u>	<u>President</u>	<u>16504 S. Dixie Hwy</u>
		<u>Markham, IL 60428</u>

DATE February 8, 2012

SUBCONTRACTOR

22

X



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

To Contractor:

Arrow Road Construction Company
3401 S. Busse Rd., P.O. Box 334
Mt. Prospect, IL 60056

Date: February 8, 2012
Project Number: 11-W3841-04-RS & 11-05513-02-BR
Project Name Harms Rd & Green Bay Rd, Rte No. W38 & 055

1. The undersigned, if awarded a contract with Arrow Road Construction Company
(Contractor)

_____ for Crack Sealing
Nature of Work)

_____ in the amount of \$ 11,560.00 in the construction of the above-identified project,
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
 - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on TBD
(Date)
4. He certifies that:

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

(b) The undersigned is (check one):

<input type="checkbox"/> Sole Proprietorship	SKC Construction, Inc.
<input type="checkbox"/> Partnership	P.O. Box 503
<input checked="" type="checkbox"/> Corporation	West Dundee, IL 60118
<input type="checkbox"/> Other Organization (Describe)	

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

NAME	TITLE	ADDRESS
<hr/>		
<u>Jeffrey Bergquist</u>	<u>- President</u>	<u>P.O. Box 503, West Dundee, IL 60118</u>
<hr/>		
<u>Susan Bergquist</u>	<u>- Secretary</u>	<u>P.O. Box 503, West Dundee, IL 60118</u>

DATE February 8, 2012

SUBCONTRACTOR



SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A CORPORATION
(SECTION 8)

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

BUSINESS NAME: Arrow Road Construction Company

BUSINESS ADDRESS: 3401 S. Busse Rd., P.O. Box 334

Mt. Prospect, IL 60056

BUSINESS TELEPHONE: 847-437-0700 FAX NUMBER: 847-437-0779

CONTACT PERSON: Nick Eichenold

FEIN: 36-2214203 *IL CORPORATE FILE NUMBER: 0231

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: John F. Healy VICE PRESIDENT: Michael J. Salmon

SECRETARY: Michael J. Salmon TREASURER: Wayne E. Healy

**SIGNATURE OF PRESIDENT: *John F. Healy*
John F. Healy, President

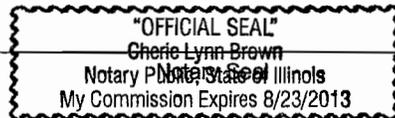
ATTEST: *Michael J. Salmon* (CORPORATE SECRETARY)
Michael J. Salmon, Secretary

Subscribed and sworn to before me this

8th day of February, 2012

x *Cherie Lynn Brown*
Notary Public Signature

My commission expires: 8/23/13



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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Proctor

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Cors

CHIEF PROCUREMENT OFFICER

Not Required

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 3rd DAY OF April, 2012.

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

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

12-28-014

OR

ITEM(S), SECTION(S), PART(S): Group 1 – 2012: Harms Road – Golf Road to East Lake Avenue.

Section: 11-W3841-04-RS; Green Bay Road and the Union Pacific Railroad over the Kenilworth

Pedestrian Underpass (Southeast of Cumberland Avenue). Section: 11-05543-02-BR

TOTAL AMOUNT OF CONTRACT: \$ 1,343,224.80
(DOLLARS AND CENTS)

FUND CHARGEABLE: 600-600

APPROVED AS TO FORM:

Kevin J. McKee

ASSISTANT STATE'S ATTORNEY

SURETY BOND FORM

(Section 11)

KNOW ALL MEN: That we Arrow Road Construction Co.
 (Insert here name and address of legal title of contractor)
 3401 S. Busse Rd., P.O. Box 334
 Mt. Prospect, Il 60056 hereinafter called the Principal, and Travelers Casualty and
Surety Company of America, 215 Shuman, Naperville, IL 60563 and
 (Insert here name and address or legal title of one or more sureties)
 _____ and

hereinafter called the Surety are held and firmly bound unto The County of Cook, a body politic and corporate of the State of Illinois hereinafter called the County, and to such persons, firms and corporations having contracts with the within named Principal or with sub-contractors for the furnishing of materials or labor to the improvement contemplated in the contract hereinafter mentioned, in the penal sum of _____ Dollars (\$ _____) for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly, by these presents.

Whereas, the Principal has under date of _____ Award of Contract entered into a Contract with the County for **GROUP 1 – 2012 Harms Road – Golf Road to East Lake Avenue, Section: 11-W3841-04-RS, Route W38, Township: Jefferson; and Green Bay Road and the Union Pacific Railroad over the Kenilworth Pedestrian Underpass (Southeast of Cumberland Avenue); Section: 11-05543-02-BR; Route 055, Township: Niles and New Trier; Cook County Purchasing Contract No.: 12-28-014.**

Now, therefore, the Condition of this Obligation is such that if the Principal shall faithfully perform the work in accordance with the terms of said contract and shall commence and complete the work within the time prescribed in said contract, and shall indemnify and save harmless the County from any direct or indirect damages that may be suffered or claimed on account of such construction, or improvement during the time of the performance thereof, and in addition thereto for a period of one year after said improvement is accepted and shall promptly make payment of all sums due for labor, material, apparatus, fixtures or machinery furnished for the purpose of such construction or improvement, and shall have complied with the requirement in said contract for the payment of not less than the general prevailing wage rates to all laborers, workmen and mechanics in accordance with the findings of The Board of County Commissioners for The County of Cook in compliance with "An Act regulating wages of laborers, mechanics and other workmen employed under contracts for public work," Approved June 26, 1941, as amended, or to such wage rates as may be determined by the court on appeal as is in said Act provided, then this Obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said surety, for value received, hereby stipulates and agrees that no extension of time for performance provided for in said contract, and that no change, alteration or addition to the terms of the

contract or to the work to be performed there under shall in any wise affect its obligation under this bond, and it does hereby waive notice of any such extension of time, change alteration or addition to the terms of the contract or to the work to be performed there under.

Contract dated: _____

For: GROUP 1 – 2012 Harms Road – Golf Road to East Lake Avenue, Section: 11-W3841-04-RS, Route W38, Township: Jefferson; and Green Bay Road and the Union Pacific Railroad over the Kenilworth Pedestrian Underpass (Southeast of Cumberland Avenue); Section: 11-05543-02-BR; Route 055, Township: Niles and New Trier; Cook County Purchasing Contract No.: 12-28-014.

The principal and sureties on this bond agree to pay all persons, firms and corporations having contracts with the principal or with sub-contractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the County and the Principal has been made, in accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction." Approved June 20, 1931, as amended.

Signed and sealed this 8th day of Feb. A.D.2012

In the Presence of
ATTEST:

Arrow Road Construction Co. (Seal)
Principal

It's _____ Secretary
Michael J. Salmon

By _____
It's _____ President
John F. Healy

Surety (Seal)

By _____ (Seal)
It's Attorney in Fact

Approved as to form:

By _____
Assistant State's Attorney

Bond No. 105672450

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men By These Presents, That we, Arrow Road Construction Company
as principle, and Travelers Casualty and Surety Company of America

_____ as surety, are held and firmly bound unto The County of Cook in the penal sum of One Million Three Hundred Forty-Three Thousand Two Hundred Twenty-Four Dollars (\$ 1,343,224.80), lawful money of the & 80/100*** United States of America, for the payment of which sum of money well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly, by these presents.

Signed, sealed, and delivered this 6th day of March A.D. 20 12

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden principle entered into a certain contract with The County of Cook, Bearing date the 3rd day of April A.D. 20 12 for Harms Rd - Golf Rd to East Lake Ave, Sec. 11-W3841-04-RS
Green Bay Rd - Sec. 11-05543-02-BR

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

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

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

Arrow Road Construction Company
PRINCIPAL/CONTRACTOR SEAL
By John F. Healy PRESIDENT
John F. Healy
Michael J. Salmon SECRETARY
Michael J. Salmon

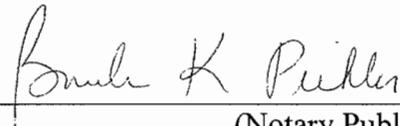
Travelers Casualty and Surety Company of America
SURETY SEAL
By James E. McNichols SURETY/ATTORNEY-IN-FACT
(ATTACH POWER OF ATTORNEY)
James E. McNichols
#03609 #31194
AMB# NAIC#

Approved as to form:
By: Karen M. McKee
ASSISTANT STATES ATTORNEY

State of Illinois
County of Will

On this 6th day of March, 2012, before me personally appeared James E. McNichols, known to me to be the Attorney-in-Fact of Travelers Casualty And Surety Company of America, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



(Notary Public)

Brenda K. Pichler





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220465

Certificate No. 004162355

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert A. McNichols, James E. McNichols, Brenda Pichler, M. Patricia West, Patricia E. Tarczewski, and Laura M. Marshall

of the City of Westchester, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of September, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of September, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of March, 20 12.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

COUNTY OF COOK

CHICAGO, ILLINOIS

PROPOSAL

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

known as GROUP 1-2012

Route W38 and 055 Section 11-W3841-04-RS and 11-05543-02-BR

From Harms Road-Golf Road to East Lake Avenue; and Green Bay Road and the Union Pacific Railroad over the Kenilworth Pedestrian Underpass (southeast of Cumberland Avenue)

LOCATION OF IMPROVEMENT

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

The improvement to Harms Road begins at Station 10+31, a point approximately 31 feet north of the centerline of Golf Road, and extends in a northwesterly direction to Station 50+83.75 and further extends in a northerly direction to station 102+44.45, a point approximately 42 feet south of the centerline of East Lake Avenue, for a distance of 9213.45 feet (1.745 miles).

The improvement is located within the Village of Glenview.

The proposed improvements to Green Bay Road and the Union Pacific Railroad over the Kenilworth Pedestrian Underpass (southeast of Cumberland Avenue) is located approximately 0.3 miles south of Winnetka Road in New Trier Township, on the northeast ¼ of section 28, T42 N. R13 E. of the Third principal meridian.

DESCRIPTION OF IMPROVEMENT

This is a Quality Control/Quality Assurance project.

It is the intent of this contract to provide for class B patching for the concrete pavement from station 10+31 to station 15+84 of Harms Road as directed by the engineer, and the resurfacing of Harms Road from station 15+84 just north of Golf Road to station 10+44.45 just south of the East Lake Avenue. Harms Road is a two twelve (12) foot lane road that widens to include a right turn lane near the intersection of Old Orchard Road and Harms Road. The existing pavement on Harms Road will be removed 3 ¾ inch from the surface; and be resurfaced with Hot-Mix Asphalt 2 ¼ inch Binder Courses and 1 ½ inch Surface Course. This project includes the adjustment of existing drainage structures, replacement of detector loops, concrete curb & gutter replacement as directed by the engineer, pavement markings, signing, traffic protection and all other work as required to complete the improvement.

The improvements include the structural repair of concrete to retaining wall and stone capping. Removal and Replacement of broken and damaged brick masonry inside and outside of the underpass. Removal and Replacement of missing, broken, and corroded handrail bracket supports. Remove and replace any deteriorated concrete sidewalk. Perform concrete structure repairs to the interior of the pedestrian underpass. Repair and retro-fit the pedestrian concrete deck slab (9' x 9' approx.), applying FRP (Fiber Reinforced Polymer). Remove and replace all hot-mix asphalt at the ramps and at the landing near the alley at the west end of the underpass as shown on the plans. Perform epoxy crack injection and other necessary work to complete the project.

CONTRACT
(SECTION 10)

This AGREEMENT made and entered into this 3rd day of April A.D., 2012 by and between The County of Cook, party of the first part and hereinafter called County, and Arrow Road Construction Company, party of the second part and hereinafter called Contractor.

WITNESSETH:

That for and in consideration of the payments to be made by the said County as hereinafter provided, the said Contractor hereby covenants and agrees with the said County to do all the work and furnish all the labor, materials, machinery, apparatus, implements, tools, and other things necessary for the improvement of a section of the public highway known as **Group 1 – 2012: Harms Road – Golf Road to East Lake Avenue Section: 11-W3841-04-RS, in the Township of Jefferson, Route No. W38; and Green Bay Road and the Union Pacific Railroad over the Kenilworth Pedestrian Underpass (southeast of Cumberland Avenue) Section: 11-05543-02-BR, in the Township of Nilens and New Trier, Route No. 055, Cook County Contract No. 12-28-014 in County of Cook, and State of Illinois, at his own cost and expense, free from all liens, claims, and charges whatsoever, and in a good substantial, thorough and workmanlike manner, and in strict and full accordance, conformity and compliance with all the terms and conditions of this contract and the requirements under it of the County Superintendent of Highways of Cook County, Illinois, and under the direction and to the satisfaction of the said County Superintendent of Highways.**

It is expressly understood and agreed by and between said County and said Contractor that the Bid hereto attached and Notice to Contractors, Specifications, Plans, Maps, Blue Prints, and Drawings, on file in the Office of the County Superintendent of Highways of Cook County, Illinois, and in the office of the Department of Transportation, Springfield, Illinois, copies of which are hereto attached, hereby are included in and made a part of this contract.

The Contractor shall not begin construction operations until the contract has been approved by the Board of Cook County Commissioners and fully executed by the County. Subsequent to contract execution, the Contractor will be notified by a notice-to-proceed letter from the County Superintendent of Highways of the County of Cook to commence operations on a specified date. The undersigned agrees to start construction operations on the date so specified and to complete the proposed improvement in full compliance with the contract on or before August 24, 2012.

The County Superintendent of Highways shall at the end of each month make an estimate in writing, such as in his opinion shall be just and fair, of the amount of materials furnished, delivered, properly set in place and incorporated into the herein described improvement, and the amount of work properly done

by said Contractor in the performance of the work hereunder and the value thereof under and according to the terms of this contract.

The first estimate shall cover the amount of work performed and the value of the materials properly set in place and incorporated into the herein described improvement since said Contractor commenced the performance of this contract, and each subsequent estimate, except the final one, shall be of the amount of work performed and the value of the materials properly set in place and incorporated into said improvement since the last preceding estimate was made.

Such estimates of amount and quality shall not be required to be made by strict measurement, but shall be sufficient if they are made approximately only, and each such estimate shall be submitted to the Board of County Commissioners of Cook County and upon approval by said Board of Commissioners said County shall pay to said Contractor ninety per cent (90%) of the amount stated in said estimates.

At least one week before each payment falls due, said Contractor shall submit to said County Superintendent of Highways requisition for such payment, and, shall, if required, submit therewith an itemized statement of the quantities and cost and proportionate profit of work performed to the termination of the period to be covered by such payment, together with an affidavit setting forth that the items in said statement are true and just, that the services were rendered, that the articles or materials were furnished, that the sum claimed is due and unpaid, after allowing all just credits, that all labor, materials, apparatus, fixtures, and machinery furnished or used have been paid for, and if not, stating those not paid for, giving the amount due, to whom due, and for what due, attaching to said affidavit waivers of lien from those mentioned in said exceptions as having unpaid claims, and such affidavit shall contain such other matter as may be deemed necessary by the said County Superintendent of Highways to protect said County in its payments, and any such statement shall not be binding upon said County Superintendent of Highways.

There shall be deducted from the amount so determined for the first fifty (50) percent of the completed work a sum of ten (10) percent to be retained until after the completion of the entire work to the satisfaction of the County. After fifty (50) percent or more of the work is completed, the County may, at its discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five (5) percent of the total adjusted contract price.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and the acceptance thereof by said County, the Contractor will, upon notice from the said County Superintendent of Highways, (which notice may be given by letter mailed to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said County Superintendent of Highways, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said Contractor to so make good, repair or replace said

workmanship or materials, said County may do so or have same done by others, and said Contractor and the surety or sureties on his bond given for the faithful performance of this contract shall be liable to The County of Cook for all damages and expense occasioned by such failure, refusal or delay.

It is expressly and mutually covenanted and agreed that all of the Plans and Specifications hereinbefore mentioned and this Instrument together are the documents forming the contract between said County and said Contractor and are correlative, and whatever may be provided for and required by one of said documents shall be as binding as if provided for and required by two or more of them.

The Contractor expressly agrees that not less than the general prevailing rate of wages as found by The Board of County Commissioners for The County of Cook in accordance with the provisions of "An Act regulating wages of laborers, mechanics and other workmen employed under contracts for public works", Approved June 26, 1941, as amended, or such wage rates as may be determined by the court on appeal as in said Act provided, shall be paid to all laborers, workmen and mechanics performing work under this contract. The prevailing wage rates as found by the said Board of County Commissioners are on file in the office of the County Clerk for the County of Cook.

It is expressly understood and agreed that if the said Contractor shall fail, refuse or neglect to comply with said contract and Plans and Specifications or any provisions therein contained, or to proceed according to the terms of said contract and Plans and Specifications or any part thereof, in the manner and at the time as directed by the said County Superintendent of Highways, then the said County shall have the right, and The Board of County Commissioners of Cook County is hereby given authority on behalf of the said County to declare this contract forfeited, and the said County may re-bid the whole or any part thereof upon such terms as it may see fit without prejudice to any of its rights herein.

It is expressly understood and agreed by the parties hereto that the County Superintendent of Highways shall fix and determine the amount of damages to be paid to said County by the said Contractor by reason of the failure or refusal to perform this contract or comply with the provisions thereof as aforesaid, and the said Contractor hereby agrees to be held liable for the amount so fixed and determined and agrees to pay such amount; and the said County shall apply in payment of any such amount so fixed and determined any and all sums on hand or due and owing to said Contractor, and if there be not sufficient money on hand or due and owing to said Contractor to balance and pay said amount so fixed and determined, then, in such case, any amount remaining unpaid shall be a valid and subsisting claim against the said Contractor and the surety or sureties on his bond given for the faithful performance of this agreement.

BID DEPOSIT FORM

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

(THIS FORM MUST BE SUBMITTED WITH THE BID)

TO: COOK COUNTY HIGHWAY DEPARTMENT

BID FOR: Harms Road & Green Bay Road, Group No. 1-2012

Sec. No. 11-W3841-04-RS & 11-05543-02-BR, Route No. W38 & 055
Contract No. 12-28-014

BID OPENING DATE: February 8, 2012 @ 10AM

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

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

Drawn on: _____ of _____
Bank City State

Draft or Check Number: _____ **Date:** _____

Amount: \$ _____ **Bid Bond 5%**

Submitted by: Arrow Road Construction Company

Bidder
3401 S. Busse Rd., P.O. Box 334
Street Address
Mt. Prospect IL 60056
City State Zip Code

DO NOT WRITE IN THE SPACES BELOW

The above described Deposit Check is:

- () Held** _____ **Date** _____
- () Mailed** _____ **Date** _____
- () Delivered To** _____ **Date** _____
- () Bond Substituted** _____ **Date** _____
- () Bond Mailed To** _____ **Date** _____



COUNTY OF COOK
DEPARTMENT OF HIGHWAYS

Proposal Bid Bond

Project: Harms Rd & Green Bay Rd
GROUP 1-2012
Section: 11-W384I-04-RS & 11-05543-02-B
Date: February 8, 2012
Letting: February 8, 2012

We Arrow Road Construction Company, 3401 S. Buss Road, Mt. Prospect, Illinois 60056 as PRINCIPAL, and Travelers Casualty and Surety Company of America, 215 Shuman, Naperville, Illinois 60563 as SURETY, are held and firmly bound unto the County of Cook a body politic and corporate of the state of Illinois herein after called the County in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the County this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 8th day of February A.D. 2012.

PRINCIPAL

Arrow Road Construction Company
(Company Name) (Seal)

BY: Michael J. Salmon
(Signature & Title) Vice President

Michael J. Salmon (Signature & Title) Vice President

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

Travelers Casualty and Surety Company of America
(Name of Surety) (Seal)

SURETY

(Company Name) (Seal)

BY: _____
(Signature & Title)

BY: [Signature]
(Signature of Attorney-in-fact)
James E. McNichols

STATE OF ILLINOIS,
COUNTY OF COOK.

I, Cherie Lynn Brown, a Notary Public in and for Cook County, do hereby certify that Michael J. Salmon

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

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

Given under my hand and notarial seal this 8th day of February A.D. 2012
My commission expires 8/23/13
Cherie Lynn Brown
Notary Public, State of Illinois
My Commission Expires 8/23/2013
[Signature]
Notary Public

NOTICE

1. IMPROPER EXECUTION OF THIS FORM (i.e. MISSING SIGNATURES OR SEALS OR INCOMPLETE CERTIFICATION) WILL RESULT IN BID BEING DECLARED IRREGULAR.
2. IF BID BOND IS USED IN LIEU OF PROPOSAL GUARANTY CHECK, IT MUST BE ON THIS FORM AND MUST BE SUBMITTED WITH BID.

STATE OF Illinois

COUNTY OF Will

I, Brenda K. Pichler Notary Public of Will County, in the State of Illinois, do hereby certify that James E. McNichols Attorney-in-fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Westchester in said County, this 8 day of February, 2012.



Brenda K Pichler

Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220465

Certificate No. 004162285

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert A. McNichols, James E. McNichols, Brenda Pichler, M. Patricia West, Patricia E. Tarczewski, and Laura M. Marshall

of the City of Westchester, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of September, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of September, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

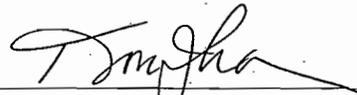
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of February, 20 12.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

SCHEDULE OF PRICES

ITEM NO.	QUANTITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	25	CU.YD.	EARTH EXCAVATION	\$ 52.25	\$ 1,306.25
2	133	SQ.YD.	SODDING, SALT TOLERANT	\$ 10.40	\$ 1,383.20
3	2	UNIT	SUPPLEMENTAL WATERING	\$ 312.00	\$ 624.00
4	133	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN	\$ 7.30	\$ 970.90
5	300	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 2 IN	\$ 16.95	\$ 5,085.00
6	25	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 4 IN	\$ 10.00	\$ 250.00
7	1,200	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN	\$ 5.55	\$ 6,660.00
8	70	TON	AGGREGATE (PRIME COAT)	\$ 1.00	\$ 70.00
9	17,200	GAL.	BITUMINOUS MATERIALS (PRIME COAT)	\$ 0.10	\$ 1,720.00
10	570	FOOT	CUTTING HOT-MIX ASPHALT SURFACE (PARTIAL DEPTH)	\$ 4.65	\$ 2,650.50
11	4,300	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	\$ 65.10	\$ 279,930.00
12	3,145	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70	\$ 84.35	\$ 265,280.75
13	1,950	TON	LEVELING BINDER (MACHINE METHOD) MIX "C", IL-9.5, N50	\$ 10.00	\$ 19,500.00
14	232	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4 IN	\$ 14.25	\$ 3,306.00
15	33,980	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4 IN	\$ 8.80	\$ 299,024.00
16	110	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 IN	\$ 22.70	\$ 2,497.00
17	615	FOOT	TEMPORARY BUTT JOINTS	\$ 5.00	\$ 3,075.00
18	300	FOOT	COMBINATION CURB AND GUTTER REMOVAL	\$ 6.25	\$ 1,875.00
19	2,200	SQ.YD.	DRIVEWAY PAVEMENT REMOVAL	\$ 15.60	\$ 34,320.00
20	205	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN	\$ 5.85	\$ 1,199.25
21	25	SQ.FT.	SIDEWALK REMOVAL	\$ 2.10	\$ 52.50
22	45	SQ.YD.	CLASS B PATCHES, TYPE I, 10 IN	\$ 114.50	\$ 5,152.50
23	285	SQ.YD.	CLASS B PATCHES, TYPE II, 10 IN	\$ 83.25	\$ 23,726.25
24	210	SQ.YD.	CLASS B PATCHES, TYPE III, 10 IN	\$ 83.25	\$ 17,482.50
25	30	SQ.YD.	CLASS B PATCHES, TYPE IV, 10 IN	\$ 83.25	\$ 2,497.50
26	255	SQ.YD.	CLASS D PATCHES, TYPE I, 9 IN	\$ 15.00	\$ 3,825.00
27	2,760	SQ.YD.	CLASS D PATCHES, TYPE II, 9 IN	\$ 15.00	\$ 41,400.00
28	1,940	SQ.YD.	CLASS D PATCHES, TYPE III, 9 IN	\$ 15.00	\$ 29,100.00
29	155	SQ.YD.	CLASS D PATCHES, TYPE IV, 9 IN	\$ 15.00	\$ 2,325.00
30	2,720	POUND	CRACK FILLING	\$ 0.52	\$ 1,414.40
31	8,160	FOOT	CRACK ROUTING AND SEALING	\$ 1.30	\$ 10,608.00
32	17	TON	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	\$ 100.00	\$ 1,700.00
33	200	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	\$ 16.65	\$ 3,330.00

SCHEDULE OF PRICES

ITEM NO.	QUANTITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
34	100	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	\$ 26.00	\$ 2,600.00
35	15	EACH	INLET AND PIPE PROTECTION	\$ 156.00	\$ 2,340.00
36	5	FOOT	TEMPORARY DITCH CHECKS	\$ 83.25	\$ 416.25
37	17	EACH	INLET FILTER	\$ 305.00	\$ 5,185.00
38	8	EACH	ABOVE GRADE INLET FILTERS	\$ 315.00	\$ 2,520.00
39	200	FOOT	PERIMETER EROSION BARRIER	\$ 5.20	\$ 1,040.00
40	200	FOOT	GRADING AND SHAPING DITCHES	\$ 6.70	\$ 1,340.00
41	2	EACH	FRAMES AND LIDS TO BE ADJUSTED	\$ 322.60	\$ 645.20
42	20	EACH	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	\$ 608.75	\$ 12,175.00
43	7	EACH	WATERPROOFING SANITARY FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	\$ 780.45	\$ 5,463.15
44	17	EACH	CLEANING EXISTING CATCH BASINS	\$ 274.75	\$ 4,670.75
45	5	EACH	CLEANING EXISTING MANHOLES	\$ 166.50	\$ 832.50
46	50	FOOT	CLEANING EXISTING PIPE CULVERTS, 12 IN	\$ 3.75	\$ 187.50
47	50	FOOT	CLEANING EXISTING PIPE CULVERTS, 15 IN	\$ 3.75	\$ 187.50
48	100	FOOT	CLEANING EXISTING PIPE CULVERTS, 18 IN	\$ 3.95	\$ 395.00
49	100	FOOT	CLEANING EXISTING PIPE CULVERTS, 24 IN	\$ 5.00	\$ 500.00
50	100	FOOT	CLEANING EXISTING STORM SEWERS, 6 IN	\$ 1.85	\$ 185.00
51	220	FOOT	CLEANING EXISTING STORM SEWERS, 12 IN	\$ 1.85	\$ 407.00
52	930	FOOT	DETECTOR LOOP, TYPE I	\$ 14.55	\$ 13,531.50
53	200	FOOT	EPOXY CRACK INJECTION	\$ 36.45	\$ 7,290.00
54	2,300	SQ.FT.	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN)	\$ 20.80	\$ 47,840.00
55	600	SQ.FT.	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN)	\$ 31.20	\$ 18,720.00
56	100	POUND	REINFORCEMENT BARS, EPOXY COATED	\$ 5.20	\$ 520.00
57	430	SQ.YD.	CONCRETE METHACRYLATE SEALER	\$ 10.40	\$ 4,472.00
58	9	SQ.YD.	FIBER REINFORCED POLYMER	\$ 780.45	\$ 7,024.05
59	10	EACH	HANDRAIL SUPPORT BRACKETS	\$ 52.00	\$ 520.00
60	100	SQ.FT.	UNIT MASONRY	\$ 41.65	\$ 4,165.00
61	8	SQ.YD.	BRIDGE DECK THIN POLYMER OVERLAY, 3/8 IN	\$ 208.00	\$ 1,664.00
62	8	SQ.YD.	CONCRETE BRIDGE DECK SCARIFICATION, 3/8 IN	\$ 36.45	\$ 291.60
63	4	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	\$ 884.50	\$ 3,538.00
64	1	L.SUM	TRAFFIC PROTECTION	\$ 38,613.80	\$ 38,613.80
65	700	SQ.FT.	ERADICATION OF EXISTING PAVEMENT MARKING	\$ 1.10	\$ 770.00
66	15,400	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN	\$ 1.00	\$ 15,400.00

SCHEDULE OF PRICES

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
67	300	EACH	RAISED REFLECTIVE PAVEMENT MARKER	\$ 25.00	\$ 7,500.00
68	260	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	\$ 9.30	\$ 2,418.00
69	420	SQ.FT.	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	\$ 3.50	\$ 1,470.00
70	34,100	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN	\$ 0.52	\$ 17,732.00
71	1,650	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 6 IN	\$ 0.73	\$ 1,204.50
72	3,100	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 8 IN	\$ 1.04	\$ 3,224.00
73	1,350	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 12 IN	\$ 1.56	\$ 2,106.00
74	250	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 24 IN	\$ 3.12	\$ 780.00
75	6	CAL.MO.	ENGINEER FIELD OFFICE, TYPE A	\$ 2,500.00	\$ 15,000.00
76	2	EACH	SURVEY MONUMENTS	\$ 1,500.00	\$ 3,000.00
77	1	L.SUM	RAILROAD PROTECTIVE LIABILITY INSURANCE	\$ 10,000.00	\$ 10,000.00
TOTAL					\$ 1,343,224.80



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Austin A McNichols Insurance Agency Five Westbrook Corp. Center Suite #110 Westchester IL 60154	CONTACT NAME:	
	PHONE (A/C, No, Ext): (708) 492-0909	FAX (A/C, No): (708) 492-0910
INSURED Arrow Road Construction Co. P.O. Box 334 3401 S. Busse Road Mt. Prospect IL 60056-0334	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Bituminous Casualty Corp	10138
	INSURER B: Illinois National Insurance Co.	
	INSURER C: Bituminous Fire & Marine	12602
	INSURER D: American Guarantee & Liability	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	CLP 3 565 328	3/1/2012	3/1/2013	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			CAP 3 565 330	3/1/2012	3/1/2013	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						Uninsured motorist combined \$ 1,000,000
	<input type="checkbox"/> NON-OWNED AUTOS						Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/>				AGGREGATE \$ 15,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE			23102100	3/1/2012	3/1/2013	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X				WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WC 3 565 327	3/1/2012	3/1/2013	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS UMBRELLA			AEC-5490460-00	3/1/2012	3/1/2013	Each Occurrence-\$25,000,000. Aggregate-\$25,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Arrow Job # 47712 Harms Road-Golf Road to East Lake Avenue, Sec. 11-W3841-04 & Green Bay Road and the UPR over the Kenilworth Pedestrian Underpass Section: 11-05543-02-BR

Additional Insured: Cook County Department of Highways

CERTIFICATE HOLDER

CANCELLATION

Cook County Department of Highways
69 West Washington Street
Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James McNichols/LAURA



INSURANCE BINDER

DATE (MM/DD/YYYY)
3/7/2012

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON REVERSE SIDE OF THIS FORM

AGENCY Austin A McNichols Insurance Agency Five Westbrook Corp. Center Suite #110 Westchester IL 60154		COMPANY Bituminous Casualty Corp		BINDER # B123700617	
PHONE (A/C, No, Ext): (708) 492-0909		FAX (A/C, No): (708) 492-0910		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
CODE:		SUB CODE:		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) Harms Road, Glenview and Green Bay Road, Kenilworth SEC: 11-W3841-04-RS and SEC: 11-05543-02-BR	
AGENCY CUSTOMER ID: 00000122		INSURED County of Cook Department of Highways 69 W. Washington Street #2200 Chicago IL 60602-3007			

TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS		
		DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ \$ \$ \$ 2,000,000 \$	
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ \$ \$ \$ \$ \$	
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES COLLISION: OTHER THAN COL:		ACTUAL CASH VALUE STATED AMOUNT	\$ \$	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS	\$ \$ \$ \$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$	
SPECIAL CONDITIONS/ OTHER COVERAGES Arrow Road Construction Company, 3401 S. Busse Road, Mt. Prospect, IL 60056 is the contractor		FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$	

NAME & ADDRESS <i>OK [Signature]</i> 3/14/12	<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> ADDITIONAL INSURED
	LOAN #	
AUTHORIZED REPRESENTATIVE James McNichols/MPW <i>[Signature]</i>		



INSURANCE BINDER

DATE (MM/DD/YYYY)
3/19/2012

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON REVERSE SIDE OF THIS FOR

AGENCY Austin A McNichols Insurance Agency Five Westbrook Corp. Center Suite #110 Westchester IL 60154		COMPANY Bituminous Casualty Corp	BINDER # B1231900619
PHONE (A/C, No, Ext): (708) 492-0909	FAX (A/C, No): (708) 492-0910	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: 12/13 UP RR/KENILWORTH	
AGENCY CUSTOMER ID: 00000122	INSURED Union Pacific Railroad 1400 Douglas Street Omaha NE 68179	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Kenilworth Pedestrian Underpass, Kenilworth, IL	

TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS		
		DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Railroad Protective	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$ 2,000,000
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$ 6,000,000
		PRODUCTS - COMP/OP AGG		\$
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		\$
		STATED AMOUNT		\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	<i>[Signature]</i>	WC STATUTORY LIMITS		\$
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/ OTHER COVERAGES Arrow Road Construction Co., 3401 S. Busse Road, Mt. Prospect, IL is the road contractor <i>Group 1-2012</i>		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE	