NOTICE TO BIDDERS, SPECIFICATIONS, CONTRACT AND CONTRACT BOND

FOR
HIGHWAY IMPROVEMENT
County of Cook, Illinois

Toni Preckwinkle
Cook County Board President

John Yonan, P.E.
Superintendent of Highways

Maria de Lourdes Coss, CPPO
Chief Procurement Officer

Letting: February 8, 2012

SECTION: 08-A5701-03-FP on Route No. A57

Known as: PENNY ROAD
Dundee Road to New Sutton Road (IL 59)

Cook County Purchasing Contract No.: 12-28-015

NOTICE TO PROSPECTIVE BIDDERS

BIDDERS MUST RETURN THE ENTIRE PROPOSAL

Bid Submitted by:

[X] Bid Bond is included [ ] A Cashier's Check or a Certified Check is included

Name Plote Construction Inc. Phone No. 847-695-9300

Address 1100 Brandt Drive

City Hoffman Estates State IL Zip Code 60192

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

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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

January 31, 2012

ADDENDUM No. 1

PENNY ROAD
Dundee Road to New Sutton Road (IL-59)
Section: 08-A5701-03-FP

Contract Document #12-28-015

This Addendum No. 1 provides for revision to the following documents. Please use these pages 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. Technical Response:
   - County's Response to Questions (1 page)
   - Dept of Materials – Material Testing Pavement Investigation Information (2 pages)
   - General Notes Sheet No. 4R (1page)

Printed on Recycled Paper

1. Definition of Terms/Information to Bidders

BY ORDER

BOARD OF COUNTY COMMISSIONERS

THE COUNTY OF COOK

MARIA DELOURDES 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) atftp://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 judgment 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 <u>with the Bid</u>:**

Joint Venture Forms	1 original
Economic Disclosure Statement and Execution Documents:	
IDOT Certificate of Eligibility	1 copy
IDOT Affidavit of Availability	1 copy
MBE/WBE Utilization Plan	1 copy
(Note: If original cannot be provided a copy is acceptable. See below)	
MBE/WBE Participation Plan	1 copy
(Note: If original cannot be provided a copy is acceptable. See below)	
Letter of Intent from MBE/WBE 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 MBE/WBE 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 <u>within fourteen (14) calendar days</u>:

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
MBE/WBE Utilization Plan	1 original

MBE/WBE Participation Plan	1 original
Letter of Intent from MBE/WBE 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

_____
CONTRACTOR

DATE_____

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 is receives as a result of the lease

arrangement.

(e) DBE as a material supplier:

(1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.

(2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.

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

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

(a) **NO AMENDMENT**. No amendment to the Utilization Plan may be made without prior written approval from the Cook County Chief Procurement Officer. All requests for amendment to the Utilization Plan shall be submitted to the Cook County Office of the Chief Procurement Officer with copies to Cook County Highway Department, Construction Bureau.

(b) **TERMINATION OR REPLACEMENT**. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.

(c) **CHANGES TO WORK**. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Cook County Chief Procurement Officer as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted to the Highway Department. If the commitment of work is in the form of additional tasks assigned to an existing DBE subcontract, than a revised Request for Approval of Subcontractor shall be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(d) **ALTERNATIVE WORK METHODS**. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create under runs in condition of award DBE

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

(1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or

(2) That the DBE is aware that its work will be deleted or will experience under runs and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or

(3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

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

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

(1) The listed DBE subcontractor fails or refuses to execute a written contract;

(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit

unworthiness;

(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.

(6) You have determined that the listed DBE subcontractor is not a responsible contractor;

(7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;

(8) The listed DBE is ineligible to receive DBE credit for the type of work required;

(9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

(f) **PAYMENT RECORDS**. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Highway Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Highway Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115to 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 my 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

4. Technical Response:

Addendum No. 1 – 12-28-015 - Penny Road – Dundee Rd to New Sutton Rd (IL-59)

Technical Clarifications

Q1. Is there any data on the underlying pozzolanic base course? Historically, these types of base courses are very rigid, almost like concrete. If it is, the proposed method of reconstruction may not work. If you should have any data available, please forward to me.

A1. Pavement core information as obtained by CCHD has been included as part of this addendum.

Q2. On page 4 of the plans, note #3 under the general notes, the second sentence: Need more information as to what that is referring to.

A2. General Note # 3 has been revised to clarify basis of payment for pulverization of existing base materials as part of the recycling operation.

Q3. According to the proposed typical cross section for sta 10+67 to sta 25+00, and sta 25+00 to sta 72+00, the proposed method of the widening with a 3 foot mill is an excellent idea but the maximum depth that the machine can go is 13 inches. Even after you mill off the top 4 inches of the existing pavement first, you will still need to mill down to a depth of 16 inches to achieve the proposed depth according to the cross section. Also, at that depth, compaction will be difficult to achieve. My suggestion would be to reduce the depth in the widening by 4 inches.

A3. Revised General Note #4 clarifies the required construction operations.

Q4. How is the excavation being paid to core out the shoulders for the widening? Is this what the earth exc quantity is for?

A4. Revised General Note #4 clarifies where Earth Excavation is required and its basis of payment.

Q5. When removing the 4" of bituminous pavement. The contractor is to utilize the existing material for the new shoulder. How is this paid for?

A5. Revised General Notes #3 and #4 clarify the use of RAP material in the shoulder and basis of payment.

Q6. How is the binder to be paid that is going into the shoulder?

A6. Revised General Note #4 clarifies the use of engineered asphalt emulsion as a base binder material and basis of payment.

Q7. Plan note 18 on sheet 4 states 350lf of guardrail to be removed incidental to contract. Why not have a pay item in case the County does more or less?

A7. No revisions required in the plan notes. A quantity for Guardrail Removal is already included in the Summary of Quantities.

COUNTY OF COOK
DEPARTMENT OF MATERIALS
MATERIAL TESTING

-PAVEMENT INVESTIGATION-

JOB NO _____ DATE: 01/10/05

SECTION Function # 14 LOCATION Penny Road
Kane-Cook Rd to IL 59

Boring No.	Boring Location & Offset	Measured Thickness, Inches						Subgrade Classification
			Pozzolanic Base					
		Asphalt Pvmt.	Solid	part. solid	decom-posed	P.C.C.	Stone	
1	5 +00 6 'R CL	7"	–	–	–	–	12"	Clay
2	15 +00 6 'R CL	10"	–	–	–	–	12"	Clay
3	25 +00 6 'R CL	10"	–	–	–	–	9"	Clay
4	35 +00 6 'R CL	11"	–	–	8"	–	5"	Clay
5	45 +00 6 'R CL	10"	–	6"	2"	–	6"	Clay
6	55 +00 6 'R CL	9"	4"	–	4"	–	6"	Clay
7	65 +00 6 'R CL	10"	8"	–	–	–	6"	Clay
8	75 +00 6 'R CL	10"	3"	–	5"	–	6"	Clay
9	85 +00 6 'R CL	9½"	6¾"	–	2"	–	6"	Clay
10	95 +00 6 'R CL	8½"	10"	–	–	–	5"	Clay
11	105 +00 6 'R CL	12½"	–	–	–	–	10"	Clay
12	115 +00 6 'R CL	13½"	–	–	–	–	10"	Clay
13	125 +00 6 'R CL	13"	–	–	–	–	10"	Clay
14	135 +00 6 'R CL	12½"	–	–	–	–	10"	Clay
15	145 +00 6 'R CL	10½"	–	–	8"	–	6"	Clay
16	150 +00 6 'L CL	10"	–	–	8"	–	6"	Clay

Comments:

Station 0+00= Centerline of Dundee Road

Michael Barrer
SOILS ENGINEER

CC:
Const.Mat.File

OCM-114 (7/04)

COUNTY OF COOK
DEPARTMENT OF MATERIALS
MATERIAL TESTING

-PAVEMENT INVESTIGATION-

JOB NO _____ DATE: 01/11/05

SECTION Function # 14 LOCATION Penny Road
Kane-Cook Rd to IL 59

Boring No.	Boring Location & Offset	Measured Thickness, Inches						Subgrade Classification
			Pozzolanic Base					
		Asphalt Pvmt.	Solid	part. solid	decom-posed	P.C.C.	Stone	
17	140 +00 6 'L CL	12½"	–	–	8"	–	4"	Clay
18	130 +00 6 'L CL	11½"	–	–	–	–	10"	Clay
19	120 +00 6 'L CL	11"	–	–	–	–	10"	Clay
20	110 +00 6 'L CL	12"	–	–	–	–	10"	Clay
21	100 +00 6 'L CL	9½"	–	2"	7"	–	5"	Clay
22	90 +00 6 'L CL	9½"	–	–	9"	–	4"	Clay
23	80 +00 6 'L CL	10"	–	2"	7"	–	4"	Clay
24	70 +00 6 'L CL	12"	–	7"	–	–	4"	Clay
25	60 +00 6 'L CL	5½"	–	–	7"	–	–	Clay
26	50 +00 6 'L CL	10½"	–	–	9"	–	4"	Clay
27	40 +00 6 'L CL	11½"	–	–	9"	–	3"	Clay
28	30 +00 6 'L CL	11"	7"	–	2"	–	4"	Clay
29	20 +00 6 'L CL	10¾"	–	2½"	6"	–	4"	Clay
30	10 +00 6 'L CL	4½"	7½"	–	2"	–	6"	Clay

Comments:

Station 0+00=Centerline of Dundee Road

Michael Bauer
SOILS ENGINEER

CC:
Const.Mat.File

COUNTY HIGHWAY	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
A57	2009	4R	55

SECTION: 08-A5701-03-FP

GENERAL NOTES

(1.) IT IS THE INTENT OF THIS CONTRACT TO PROVIDE FOR RECYCLING OF THE EXISTING BITUMINOUS SURFACE/POZZOLANIC BASE PAVEMENT ALONG PENNY ROAD BETWEEN DUNDEE ROAD TO WEST OF RAILROAD CROSSING. AT STA. 163+10, RECYCLING INCLUDE EXISTING PAVEMENT TO BE MILLED 4 IN. ±. WHERE MILLED MATERIALS TO BE USED FOR THE CONSTRUCTION OF SHOULDER AS REQUIRED INCLUDING 6 IN. SUBBASE, COLD RECYCLED IN-PLACE BITUMINOUS BASE COURSE (10 IN.), HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70, 1 3/4 IN. AND HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70, 2 1/4 IN.

ALSO BETWEEN WEST OF RAILROAD CROSSING TO NEW SUTTON ROAD (IL-59), EXISTING PAVEMENT TO BE MILLED, 1 1/2 IN, AND RESURFACED WITH HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70, 1 1/2 IN. AND LEVELING BINDER (MACHINE METHOD) AS NEEDED

ALSO BETWEEN STA. 142+00 TO STA. 148+00 THE EXISTING PROFILE GRADE HAS BEEN RAISED. A HOT MIX ASPHALT BINDER COURSE, IL- 19.0, N50 HAS BEEN ADDED TO ACHIEVE THE PROPOSED GRADE ELEVATION. BINDER COURSE TO BE PLACED IN MAXIMUM LIFTS OF 4 IN.

ALSO INCLUDED IN THIS IMPROVEMENT IS DRAINAGE ADDITIONS AND DITCH REGRADING, THE PLACEMENT OF STONE RIPRAP CLASS A4 AT THE SOUTHEAST CORNER OF THE WINGWALL OF CONCRETE BOX CULVERT TO RESTORE THE EMBANKMENT, STRIPING AND SIGNING, TRAFFIC PROTECTION AND LANDSCAPING.

(2.) STANDARD SPECIFICATIONS REFER TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION " STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED JANUARY 1 2012 AND ALL ADDENDA AND SUPPLEMENTAL SPECIFICATIONS.

(3.) THE REMOVAL OF THE EXISTING HOT-MIX ASPHALT SURFACE TO A DEPTH OF 4 IN. IN THE RECYCLING AREA AND 1 ½ IN. IN THE RESURFACING AREA IS TO BE PAID FOR PER SQ. YD. FOR HOT-MIX ASPHALT SURFACE REMOVAL, 4 IN. IN THE AREA TO BE RECYCLED, THE PULVERIZATION OF THE REMAINING HOT-MIX ASPHALT AND POZZOLANIC BASE TO A DEPTH OF 10 IN. WILL BE INCLUDED IN THE PRICE PER SQ. YD. FOR COLD RECYCLED IN-PLACE BITUMINOUS BASE COURSE, 10 IN.

(4.) IN THOSE AREAS WHERE A NEW FULL-DEPTH SHOULDER IS TO BE CONSTRUCTED (SEE PROPOSED TYPICAL CROSS-SECTIONS STA. 10+67 TO STA. 72+00), THE CONTRACTOR IS EXPECTED TO UTILIZE THE RECLAIMED ASPHALT PRODUCT (RAP) OBTAINED IN THE INITIAL 4 IN. MILLING OF THE EXISTING HMA SURFACE BY PLACING THE MATERIAL TO A DEPTH OF SIXTEEN (16) INCHES WITHIN THE SHOULDER EXCAVATION. MATERIAL SHALL BE PLACED IN TWO LIFTS. WHERE THE FIRST LIFT WILL BE SIX (6) INCHES IN THICKNESS AND WILL SERVE AS AN AGGREGATE SUBBASE FOR THE PROPOSED RECYCLED BASE COURSE. THIS INITIAL LIFT WILL BE LEVELED AND COMPACTED TO THE SATISFACTION OF THE ENGINEER. THE SECOND LIFT WILL CONSIST OF TEN (10) INCHES OF RAP MATERIAL WHICH WILL THEN BE COMBINED WITH AN ENGINEERED EMULSION, MIXED AND COMPACTED TO FORM THE PROPOSED COLD RECYCLED IN-PLACE BITUMINOUS BASE COURSE, 10 IN. IN THE SHOULDER AREA. WORK INCLUDING THE PLACEMENT AND COMPACTION OF THE RAP MATERIAL, AS DESCRIBED ABOVE, WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE INCLUDED IN THE COST FOR HOT-MIX ASPHALT REMOVAL, 4 IN. THE COST OF THE ENGINEERED EMULSION AND ITS APPLICATION WILL BE INCLUDED IN THE COST OF BITUMINOUS MATERIALS (COLD IN-PLACE RECYCLING). THE MIXING AND COMPACTING OF THE RAP AND THE EMULSION WILL BE INCLUDED IN THE COST OF COLD RECYCLED IN-PLACE BITUMINOUS BASE COURSE, 10 IN. SHOULDER EXCAVATION WILL BE PAID FOR PER CU. YD. FOR EARTH EXCAVATION. THE CONTRACTOR MAY STOCKPILE THE RAP MATERIAL, WITH THE APPROVAL OF THE ENGINEER, FOR REUSE ON THE PROJECT. HOWEVER, NO ADDITIONAL COMPENSATION WILL BE ALLOWED THE CONTRACTOR FOR MOVING MATERIAL INTO OR OUT OF A STOCKPILE OR FOR THE THE EVENTUAL DISPOSAL OF MATERIAL THAT IS NOT USED IN THE IMPROVEMENT.

(5.) THIS IS A QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) IMPROVEMENT UTILIZING HOT-MIX ASPHALT SPECIFICATIONS. FOR MIXTURE REQUIREMENT SEE TABLE ON SHEET 2

(6.) WHEN ORDERED BY THE ENGINEER, THE CONTRACTOR SHALL USE THE FOLLOWING METHOD TO ALLAY DUST AND PREVENT A NUISANCE WITHIN THE LIMITS OF THE CONSTRUCTION SITE. DUST SHALL BE CONTROLLED BY THE UNIFORM APPLICATION OF SPRINKLED WATER AND SHALL BE APPLIED ONLY WHEN DIRECTED BY THE ENGINEER, IN A MANNER MEETING HIS APPROVAL. CALCIUM CHLORIDE SHALL NOT BE USED FOR THIS PURPOSE. ALL EQUIPMENT USED FOR THIS WORK SHALL MEET WITH THE ENGINEER'S APPROVAL. THIS WORK SHALL CONSIST OF THE EXCLUSIVE CONTROL OR DUST RESULTING FROM CONSTRUCTION. ALL EQUIPMENT USED FOR THIS WORK SHALL MEET THESE OPERATIONAL REQUIRMENTS AND IS NOT INTENDED FOR USE IN THE COMPACTION OF EARTH EMBANKMENTS, AS SPECIFIED UNDER SECTION 205 OF THE STANDARD SPECICATIONS. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED THE CONTRACTOR FOR THIS WORK.

(7.) THE CONTRACTOR IS DIRECTED TO MINIMIZE LONGITUDINAL AND TRANSVERSE DROP-OFFS PRIOR TO OVERLAY. BUTT JOINTS WILL BE REQUIRED AT ALL TRANSVERSE ENDS OF THE 4 IN. MILLING OPERATION WHICH ARE LEFT OPEN OVERNIGHT TO TRAFFIC. A QUANTITY FOR TEMPORARY BUTT JOINTS HAS BEEN INCLUDED IN THE SUMMARY OF QUANTITIES FOR THIS PURPOSE.

(8.) WHEN INTERSECTIONS AND ENTRANCES ARE TO BE SURFACED, THEY SHALL BE CONSTRUCTED SIMULTANEOUSLY WITH THE ADJACENT PAVEMENT.

(9.) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE ROAD CLEAN OF DIRT, GRAVEL, OIL, ETC. ON THE DAY OF PAVEMENT MARKING.

(10.) ALL ENTRANCES SHALL BE KEPT OPEN TO TRAFFIC DURING THE CONSTRUCTION PERIOD AS DIRECTED BY THE ENGINEER.

(11.) WHERE HOT-MIX-ASPHALT SURFACE REMOVAL IS CALLED FOR, CARE SHALL BE TAKEN TO PROVIDE FOR A STRAIGH EDGE BUTT JOINT. THIS CUTTING SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE PER FOOT OF CUTTING HOT-MIX-ASPHALT SURFACE.

(12.) THE CONTRACTOR WILL BE REQUIRED TO PROVIDE AND MAINTAIN ACCESS TO ALL PRIVATE PROPERTY DURING THE CONSTRUCTION PERIOD. THIS WORK SHALL BE PAID FOR AT THE CONTRACT UNIT BID PRICE, LUMP SUM, FOR CRUSHED STONE (TEMPORARY USE). IT HAS BEEN ESTIMATED THAT 600 TONS OF CRUSHED STONE (TEMPORARY USE) WILL BE NEEDED FOR THIS IMPROVEMENT. THIS ESTIMATED QUANTITY IS GIVEN FOR THE BIDDER'S INFORMATION ONLY AND THE COUNTY TAKES NO RESPONSIBILITY FOR ITS ACCURACY. THE APPLICATION SHALL CONFORM TO THE SPECIAL PROVISION FOR CRUSHED STONE (TEMPORARY USE).

(13.) THE CONTRACTOR'S ATTENTION IS DIRECTED TO TELEPHONE J.U.L.I.E. 1-800-892-0123 FOR UTILITY LOCATIONS.

(14.) ALL FENCES SHOWN WITHIN THE LIMITS IF R.O.W. AND NOT CALLED FOR REMOVAL SHALL BE REMOVED, IF NECESSARY AND PLACED ON THE ADJACENT PROPERTY BY THE CONTRACTOR. THIS WORK WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE INCLUDED IN THE CONTRACT UNIT BID PRICE PER CU.YD. FOR EARTH EXCAVATION.

(15.) ONLY EXISTING PAVEMENT, BASE COURSE AND DRIVEWAY PAVEMENT COMPOSED OF PORTLAND CEMENT CONCRETE SHALL BE MEASURED AND PAID FOR AS "PAVEMENT REMOVAL" AND "DRIVEWAY PAVEMENT REMOVAL" IN ACCORDANCE WITH SECTION 440 OF THE STANDARD SPECIFICATION . REMOVAL OF OTHER TYPES OF PAVEMENT COMPOSITION SHALL BE MEASURED AND PAID FOR AS " EARTH EXCAVATION" IN ACCORDANCE WITH SECTION 202 OF THE STANDARD SPECIFICATIONS.

(16.) THE CONTRACTOR SHALL MAINTAIN EXISTING CROSS SLOPE WHEN RECYLING AND RESURFACING ALONG THE EXISTING SUPERELEVATED CURVES INCLUDING TRANSITIONS.

(17.) DUE TO CONSTRUCTION STAGING, THE CONTRACTOR MAY BE REQUIRED TO APPLY PRIME COAT PRIOR TO PLACEMENT OF THE BITUMINOUS CONCRETE SURFACE COURSE. A QUANTITY OF 5340 GALLONS OF BITUMINOUS MATERIALS (PRIME COAT) AND 107 TONS OF AGGREGATE (PRIME COAT) HAS BEEN INCLUDED IN THE SUMMARY OF QUANTITY FOR THIS WORK TO BE USED AS DIRECTED BY THE ENGINEER.

(18.) IT IS ESTIMATED 350 LINEAR FEET OF EXISTING GUARDRAIL WITH POST AND FITTINGS ARE TO BE REMOVED WITHIN THE LIMITS SHOWN ON PLAN OR AT THE DIRECTION OF THE ENGINEER. EXISTING RAILS, POSTS AND FITTINGS WILL NOT BE REUSED WITHIN THE IMPROVEMENT. THE EXISTING GUARDRAIL SHALL BE REMOVED BY THE CONTRACTOR AND DISPOSED BY HIM AT HIS EXPENSE AND A SALVAGE VALUE OF THE REMOVED GUARDRAIL, POST AND FITTINGS SHALL BE REFLECTED IN THE CONTRACT UNIT BID PRICE PER LINEAR FEET FOR GUARDRAIL REMOVAL.

LANDSCAPING NOTES:

(1.) SEEDING: ALL DISTURBED AREAS NOT SODDED WHICH OCCUR WITHIN RIGHT OF WAY INDICATED ON THE TYPICAL CROSS-SECTIONS OR AS DIRECTED BY THE ENGINEER, SHALL INCLUDE SEEDING CLASS 1, FERTILIZER NUTRIENTS AND EROSION CONTROL BLANKET.

SODDING: ALL DISTURBED AREAS INDICATED ON THE TYPICAL CROSS-SECTIONS OR AS DIRECTED BY THE ENGINEER. TO BE SODDED SHALL INCLUDE FERTILIZER NUTRIENTS AND WATERING. SODDED SLOPES WHICH ARE 2:1 OR STEEPER SHALL BE STAKED.

RECOMMENDED SEEDING DATES: SPRING - MARCH 25 TO MAY 30
FALL - AUGUST 1 TO SEPTEMBER 25

(2.) SUPPLEMENTAL WATERING: SUPPLEMENTAL WATERING WHICH IS TO BE USED AFTER INITIAL WATERIANG (AS SPECIFIED AND DIRECTED BY THE ENGINEER) SHALL BE APPLIED AT THE RATE OF 10 GALLONS PER SQUARE YARD OF SODDING AND PAID FOR AS PROVIDED IN SECTION 252 OF THE STANDARD SPECIFICATIONS.

(3.) FERTILIZER NUTRIENTS: USE A FERTILIZER WITH AN ANALYSIS OF 1:1:1 RATIO. RATES PER ACRE:
60 LBS. NITROGEN FERTILIZER NUTRIENT
60 LBS. PHOSPHOROUS FERTILIZER NUTRIENT
60 LBS. POTASIUM FERTILIZER NUTRIENT

(4.) 4 IN. TOP SOIL LAYER: SHALL BE SPREAD AS INDICATED ON THE TYPICAL CROSS-SECTIONS OR AS DIRECTED BY THE ENGINEER IN PARKWAY AREAS TO BE RESTORED.

(5.) TREES TO BE REMOVED: THE INDICATED TREES (INCLUDING STUMPS) TO BE REMOVED SHALL BE SUITABLY MARKED BY THE ENGINEER BEFORE TREE REMOVAL OPERATIONS BEGIN.

TREES TO BE SAVED: PARTICULAR EFFORT SHALL BE MADE TO SAVE ALL DESIRABLE EXISTING TREES OR UNDERGROWTH UNDER 6" DIAMETER CALLIPER SIZE WHEN THEY ARE LOCATED OUTSIDE THE PROPOSED SHOULDER OR DITCH LINES IN AREAS OF CUT OR FILL SLOPES HAVING A GRADE CHANGE OF LESS THAN 1 FOOT. A MINIMUM OF GRADING IS TO BE PERMITTED WITHIN AN APPROXIMATELY RADIUS OF 6' FROM ALL TREES TO BE SAVED AS DETERMINED BY THE ENGINEER.

WHEN ADJACENT TO FOREST PRESERVE PROPERTY, NO TREES OR FOREST GROWTH SHALL BE REMOVED UNTIL THE ENGINEER HAS CONFIRMED ON THE SITE OF THE WORK WITH THE REPRESENTATIVE OF THE FOREST PRESERVE DISTRICT, THE TREES TO BE REMOVED SHALL BE INDICATED BY SUITABLE MARKING. NO OTHER TREES OR FOREST GROWTH SHALL BE REMOVED. THE RIGHT-OF-WAY LINE AND LIMITS IF THE CONTRACTOR'S OPERATION SHALL BE CLEARLY DEFINED THROUGHT THE CONSTRUCTION PERIOD.

MAINTENANCE OF TRAFFIC NOTES

(1.) THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE DEPARTMENT'S INTENT TO CLOSE ROADWAY FOR THRU TRAFFIC FOR BOTH DIRECTIONS AND KEEP THE ROADWAY OPEN FOR LOCAL TRAFFIC AT ALL TIMES AS SHOWN ON DETOUR PLAN, EXCEPT DURING CONSTRUCTION OPERATIONS. FOR LOCAL TRAFFIC DURING CONSTRUCTION OPERATIONS AT LEAST ONE LANE SHALL BE MAINTAINED FOR TRAFFIC MOVING ALTERNATELY IN BOTH DIRECTIONS.ANY SHORT-TERM CONSTRUCTION ACTIVITY THAT REQUIRES ENCROACHMENT ON THE LANES OPEN FOR TRAFFIC SHALL BE RESTRICTED TO WITHIN THE HOURS OF 9:00 AM TO 3:00 P.M. LANE CLOSURES SHALL BE IN ACCORDANCE WITH APPLICABLE I.D.O.T. TRAFFIC CONTROL STANDARDS.

(2.) ALL INTERSECTING STREETS SHALL BE KEPT OPEN TO TRAFFIC. AS DIRECTED BY THE RESIDENT ENGINEER.

(3.) DURING CONSTRUCTION, TEMPORARY PAVEMENT MARKING SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE PAY ITEM "TRAFFIC PROTECTION". TEMPORARY PAVEMENT MARKINGS ON TEMPORARY PAVEMENT SURFACES OR ON PAVEMENT SURFACES THAT WILL BE RESURFACED AS PART OF THIS CONTRACT MAY BE PAINT OR TAPE. TEMPORARY PAVEMENT MARKINGS ON FINAL PAVEMENT SURFACES OR ON PAVEMENT SURFACES THAT WILL NOT BE RESURFACED AS PART OF THIS CONTRACT MUST BE TAPE.

(4.) PAVEMENT MARKING TAPE, TYPE III, IF REQUIRED AND AT THE DIRECTION OF THE RESIDENT ENGINEER, SHALL BE APPLIED TO THE FINAL PAVEMENT SURFACE PRIOR TO APPLICATION OF PERMANENT PAVEMENT MARKING. IN ACCORDANCE WITH SECTIONS 703 AND 1095 OF THE STANDARD SPECIFICATIONS. THE COST OF REMOVAL OF TAPE WILL CONSIDERED AS INCLUDED IN THE PRICE PER FOOT FOR PAVEMENT MARKING TAPE, TYPE III.

(5.) THE CONTRACTOR SHALL NOTIFY THE COOK COUNTY TRAFFIC OPERATIONS DIVISION AT (847) 827-7824 OR (312) 603-1660 AND KANE COUNTY DIVISION OF TRANSPORTATION AT 630-406-7356(ATTN: MR. RAY JOHNSON,KDOT TRAFFIC MANAGER) TEN (10) DAYS PRIOR TO THE ESTIMATED DATE THAT THE ROADWAY WILL BE READY FOR THE APPLICATION OF PERMANENT PAVEMENT MARKING. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE ROADWAY CLEANED OF ANY DIRT, GRAVEL, OIL, ETC. ON THE DAYPAVEMENT MARKINGS ARE APPLIED.

TRAFFIC SIGNAL NOTES

(1.) FOR TRAFFIC SIGNAL NOTES SEE SHEET NO. 21

COUNTY OF COOK
DEPARTMENT OF HIGHWAYS

GENERAL NOTES
PENNY ROAD
DUNDEE ROAD TO NEW SUTTON ROAD

COMPUTED B.S.
DRAWN B.S.
CHECKED D.L.S.

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

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

PENNY ROAD
Dundee Road to New Sutton Road (IL-59)
Section: 08-A5701-03-FP

Contract Document #12-28-015

This Addendum No. 2 provides for Special Provision for Indemnification for Locals. Please take this special provision into consideration on your bid. Please acknowledge previously issued Addendum No. 1 and this Addendum No. 2 in your bid.

1. Indemnification for Locals:

   This is being added to include Kane County (1 page)

Printed on Recycled Paper

SPECIAL PROVISION
FOR
INDEMNIFICATION FOR LOCALS

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

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16	2	Bidding Requirements and Conditions For Contract Proposals
21	3	Pre-Bid Meeting
22	3	Wages of Employees on Public Works
23	3a	Prevailing Wages for Cook County
30	8	Alternate Proposal/Ordinance
31	6	Responsible Bidder Requirement (Non-Federal Aid)
32	8	Required Disadvantaged Business Participation
44	9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)
55	10	Insurance Requirements
57	12	Indemnification
58	13	Joint Venture Forms
64	14	Addendum Receipt
65	16	Combination Bidding Process
67	17	Prompt Pay Mechanisms
68	23	Contract Claims
69	24	Pre-Construction Conference
70	25	Mobilization
71	27	Diesel Vehicle Emissions Control (Green Construction Ordinance)
79	28	Processing of Extra Work Payment Requests
80	29	Construction Layout Stakes and Survey Control Points
83	31	Engineer's Field Office
87	32	Construction Debris
88	33	Clean Construction and Demolition Debris
89	46	Managing Concrete Waste
93	59	Survey Monuments
94	62	Borrow Excavation
95	63	Crushed Stone (Temporary Use)
96	70	Traffic Barrier Terminal, Type 1, Special
97	71	Scheduling and Landscaping
98	72	Cutting Hot-Mix Asphalt Surface
99	73	Hot Mix Asphalt Driveway Surface Removal
100	74	Temporary Butt Joints
101	79	Cold Recycled Bituminous Base Course
108	175	Lids and Frames and Lids
109	176	Frames and Lids to be Adjusted, Special
110	185	Cooperation With Utilities
112	185a	Status of Utilities to be Adjusted
114	194	Waterproofing of Sanitary Manholes
115	200	Cleaning Existing Manholes, Catch Basins or Inlets and Cleaning Existing Storm Sewer and Pipe Culverts
116	202	National Pollutant Discharge Elimination System
154	211	Seeding

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156	227	Work Zone Traffic Control
157	228	Traffic Control Devices – Detour Routing
158	231	Traffic Protection
164	236	Project Signs Plaque
165	238	Raised Reflective Pavement Marker Removal
166	239	Replacement of Raised Reflective Pavement Marker
167	241	Traffic Signal Work General
176	252	Detector Loop
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185	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
211	F	Surety's Statement Of Qualification for Bonding
212	*G	Surety Bond Form
214	*H	Performance and Payment of Bond Form
215	*I	Contract
218	*J	Schedule of Prices Sheets
221	*K	Bid Deposit Form
222	*L	Proposal Bid Bond

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, Chicago, Illinois

until February 8, 2012 at 10:00 A.M. (Local Time) and then publicly opened and read aloud

Improvement Penny Road Township Barrington, Dundee

From Dundee Road To New Sutton Road (IL 59)

Route A57 Section 08-A5701-03- FP

Cook County Purchasing Contract No. 12-28-015

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 Penny Road begins at Sta. 10+67, a point on the centerline of Penny Road approximately 67.0 feet east of the centerline of Dundee Road and extends in a easterly direction to Sta. 165+79, a point on the centerline of Penny Road approximately 21.0 feet west of the centerline of New Sutton Road (IL 59) including omissions at Rail Road Crossing between Sta. 163+76 and Sta. 163+96 for a total distance of 15,512 feet (2.938 miles) of which 15,492 feet (2.934 miles) are to be improved. This improvement lies within the Villages of Barrington Hills and South Barrington, Cook County, Illinois and Village of East Dundee, Kane County, Illinois.

DESCRIPTION OF IMPROVEMENT

It is the intent of this improvement to provide for recycling of the existing HMA surface and Pozzolanic base along Penny Road between Dundee Road and West of Railroad Crossing at Sta. 163+10. The pavement will be milled to a depth of approximately 4 In., milled material to be wasted or used as Subbase or recycled base for new Shoulders followed by full-depth in-place recycling to a depth of 10 In. The recycled base will be overlayed by 2 ¼ In. HMA Binder Course, IL-19.0, N70 and 1 ½ In. HMA Surface, Mix "D", IL-12.5 or 9.5, N70. Also between West of Railroad crossing and New Sutton Road (IL-59), existing pavement to be milled 1½ In. and resurfaced with Asphalt Surface Course, Mix "D", IL-12.5 or 9.5,N70 11/2 In. and Leveling Binder (Machine Method) as needed while Between Sta. 142+00 and Sta. 148+00, the profile elevation will be raised. Additional placement of HMA Binder Course, IL-19.0, N50 will be used to achieve the required grades between those stations.

Also included will be drainage additions and ditch regrading, the placement of stone Riprap Class A4 at the southwest corner of the wingwall of concrete box culvert to restore the embankment, pavement striping and signing, Traffic Protection ,landscaping and other related roadwork.

COOK COUNTY HIGHWAY DEPARTMENT
SPECIAL PROVISION CHECK LIST

EFFECTIVE January 1, 2012 v2012.3

PENNY ROAD
DUNDEE ROAD TO NEW SUTTON ROAD (IL-59)
Section: 08-A5701-03-FP

	No.	Description	Origin and Date Last Revised
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
X	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
X	33	Clean Construction and Demolition Debris	(CC) Dec. 1, 2010
	34-45	Not Used	

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

	No.	Description	Origin and Date Last Revised
	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
X	176	Frames and Lids to be Adjusted, Special	(CC) Dec. 21, 2009
	177	Headwall Inlet and Grate	(CC) Dec. 1, 2007
	178	Flared End Sections to be Removed, Flared End Sections to be Relocated	(CC) Dec. 30, 2008
	179	Bracing and Sheeting	(CC) Dec. 1, 2007
	180	Pavement Replacement	(CC) July 1, 2011
	181-184	Not used	
X	185	* Cooperation With Utilities	(CC) Dec. 21, 2009
	186	Water Valve Boxes to be Adjusted and Domestic Meter Vaults to be Adjusted	(CC) Dec. 21, 2009
	187	Domestic Water Service Boxes to be Adjusted	(CC) Dec. 21, 2009
	188	Filling Existing Valve Vaults	(CC) Dec. 21, 2009
	189	Valve Vaults to be Removed	(CC) Dec. 21, 2009
	190	Water Main Installation	(CC) Dec. 1, 2009
	191	Fire Hydrants Vertical Adjustment	(CC) Dec. 21, 2009
	192	Sanitary Sewer Installation	(CC) Dec. 21, 2009
	193	Sanitary Manholes	(CC) Dec. 21, 2009
X	194	Waterproofing of Sanitary Manholes	(CC) July 1, 2011

	No.	Description	Origin and Date Last Revised
	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	
X	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	
X	211	Seeding	(CC) Sept. 1, 2002
X	212	Sodding	(CC) Sept. 1, 2002
	213	Trees To Be Planted	(CC) Jan 1, 2008
	214	Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs	(CC) Sept. 1, 2002
	215	Planting Woody Plants	(CC) Jan. 1, 1997
	216	Seeding, Fine Fescue Blend	(CC) Jan. 1, 2007
	217	Seeding, Class 4B Modified	(CC) Jan. 1, 2007
	218-226	Not used	
X	227	Work Zone Traffic Control	(IL) Current**
X	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
	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

	No.	Description	Origin and Date Last Revised
	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

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

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

Additional Inserted Special Provisions (As Required)

- 185a Status of Utilities To Be Adjusted
-
-
-
-
-
-

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	(CC) Jan. 3, 2012
		Instructions, *DBE Documents, Contractor Certifications, Economic and Other Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's Certificate Concerning Labor Standards, Execution Pages	
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

Initiating Bureau/Division	Cook County Highway Department Special Provision Catalog Number
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 prepar ed by the County Superint endent of Highways. The plans which cover the proposed improvement are des ignated 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 Specif ications for Road and Bridge Construction, Supplemental Specifications, the special provis ions and all wri tten agreements and documents of any description pertaini ng to the method or manner of per forming the work and the quantit y or quality of materials to be furn ished under the contract. The Standard Specifications for Road and Bridge Construction are those pr epared 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 out line of the proposed impr ovement which the Contractor undertakes to const ruct 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 original
DBE Participation Plan 1	original
Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant	1 original
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 notice of acceptance within fourteen (14) calendar days:

Surety Bond Form 1	original
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

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 bec ome familiar with all the local c onditions affecting the contract and fully acquaint themselves with th e detailed requirements of constructi on. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these exam inations and the bidder understands all requirements for the performance of the work. If the submitted bid is ac cepted, the bidder shall be responsible f or all errors in the bid res ulting from t he bidder's failure or negle ct to comply with thes e instructions. The Awardin g Authorit y will, in no cas e, be respons ible fo r an y costs, expens es, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no ad vantage of any error or omission in t he bid documents and adv ertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents shall r equest such in writing from t he Awarding Authority in su fficient 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 conc erning 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 it s meaning.

g) If the bidder adds any provisions reser ving 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 Aut hority, 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 Au thority, 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 prospec tive 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 pa rticipated 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 sa tisfactory 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:

Amount Bid		Proposal Guaranty
Up to	$5,000	$150
$5,000 $10,000		$300
$10,000 150,000		$1,000
$50,000 $100,00		$3,000
$100,000 $150,000		$5,000
$150,000 $250,000		$7,500
$250,000 $500,000		$12,500
$500,000 $1,000,000		$25,000
$1,000,000 $1,500,	000 $50,000	
$1,500,000 $2,000,	000 $75,000	
$2,000,000 $3,000,	000 $100,000	
$3,000,000 $5,000,	000 $150,000	
$5,000,000 $7,500,	000 $250,000	
$7,500,000 $10,000,	000 $400,000	
$10,000,000 $15,000,	000 $500,000	
$15,000,000 $20,000,	000 $600,000	
$20,000,000 $25,000,	000 $700,000	
$25,000,000 $30,000,	000 $800,000	
$30,000,000 $35,000,	000 $900,000	
Over $35,000,000		$1,000,000

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

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

The bid guaranty checks of all except the two (2) lowest responsible bidders will be returned promptly after the bids have been checked, tabulated, and the relation of the bids established. Bid guaranty checks of the two lowest responsible bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three (3) working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the banks cashier's checks or certified checks submitted with their bids as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

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

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

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

Consideration of Bids. After the bids are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the bids, take into consideration the responsibility of the various bidders as stated under "Rejection of Bids and documents submitted in the bid and from other investigations which it may elect to make.

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

Awarding of Contract. The award of contract will be made within 90 calendar days after the opening of bids to the lowest responsible and responsive qualified bidder whose bids complies with all the requirements prescribed. The successful bidder will be notified that their bid has been accepted, and subject to the following conditions, the bidder will be the Contractor. In addition, **the contractor shall provide all required insurance and bonding as specified within fourteen (14) calendar days from notice**.

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

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

Requirement of Contract Bond. The Contractor shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract within **fourteen (14) calendar days** as part of the requirement. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

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

Failure of the successful bidder to provide all required insurance and bonding within **fourteen (14) days after the award notification** shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be
advertised again and constructed under contract, or otherwise, as the Awarding Authority may decide.

SPECIAL PROVISION
FOR
PRE-BID MEETING

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

Date: Tuesday, January 24, 2012
Time: 11:00 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 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, exc ept that wher e 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 determi ned that the "prevaili ng rate of wages" will be used for th is contract, the following conditions will be required:

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

The Contractor and each s ubcontractor shall keep an accurate record showing the name and occupations of all laborers, workers and mechani cs employed by them on this contra ct, and also showing the actual wages paid to each of such persons.

The submiss ion by the Contractor and each subcontracto r of payrolls, or copies thereof, is not required. However, the Contractor and each s ubcontractor shall preserve their weekly payr oll records for a period of three years from the date of completion of this contract.

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

Cook County Prevailing Wage for 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
PILEDRIVER		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
TUCKPOINTER		BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

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

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

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

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

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

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

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ 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

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

SPECIAL PROVISION
FOR
RESPONSIBLE BIDDER REQUIREMENT

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approved either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this centered, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United Slates Department of Labor. The bidder shell list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed.

International Brotherhood of Teamsters (Local 731), Operating Engineers (Local 150), Cement Mason' Union (502), Laborers Training and Apprenticeship Fund, Electrical work to subcontracted.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shell not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000
Revised: August 2, 2011

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Cook County Highway Department. The goal has been included because the Highway Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **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 SBE 2025 and 2026 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, Department form SBE 2025, 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, form SBE 2025, 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 is receives as a result of the lease

arrangement.

(e) DBE as a material supplier:

(1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.

(2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.

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

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

(a) **NO AMENDMENT**. No amendment to the Utilization Plan may be made without prior written approval from the Cook County Chief Procurement Officer. All requests for amendment to the Utilization Plan shall be submitted to the Cook County Office of the Chief Procurement Officer with copies to Cook County Highway Department, Construction Bureau.

(b) **TERMINATION OR REPLACEMENT**. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.

(c) **CHANGES TO WORK**. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Cook County Chief Procurement Officer as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted to the Highway Department. If the commitment of work is in the form of additional tasks assigned to an existing DBE subcontract, than a revised Request for Approval of Subcontractor shall be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(d) **ALTERNATIVE WORK METHODS**. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create under runs in condition of award DBE

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

(1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or

(2) That the DBE is aware that its work will be deleted or will experience under runs and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or

(3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

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

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

(1) The listed DBE subcontractor fails or refuses to execute a written contract;

(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit

unworthiness;

(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.

(6) You have determined that the listed DBE subcontractor is not a responsible contractor;

(7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;

(8) The listed DBE is ineligible to receive DBE credit for the type of work required;

(9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

(f) **PAYMENT RECORDS**. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Highway Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Highway Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115to 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 my 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 supplem ent the non- discrimination requirements containe d elsewhere in this proposal.

b) The contractor will work with the Cook C ounty High way De partment in carrying out Equa l Employment Opportunity (EEO) obligations and in their reviews of activities under the contract.

c) The contractor, and all subcontract ors holding subc ontracts (not incl uding material supplier s) of $10,000.00 or more, will comply with the following mi nimum specific requirement activities of equal employment opportunity the contra ctor will inc lude these requirem ents in every subcontract of $10,000.00 or more with such modification of languag e as is neces sary to make them binding on the subcontractor.

2) Equal Employment Opportunity Policy

The contractor will acc ept as oper ating policy the following statem ent which is designe d to further the provision of Equal Employ ment Opportunity to all per sons, and to pr omote 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, nat ional origin, age or disability. Such action shall include: empl oyment, upgrading, demotion, or trans fer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and s election for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

3) Equal Employment Opportunity Officer

The contractor will des ignate and make known to the cook cou nty highway department contracting officers an EEO officer who will have the respons ibility for and must be c apable of effectively administering and promoting an acti ve 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 recom mend such action, or who ar e substantially involved in such action, will be made fully cognizant of, and will implement, the contractor 's EEO polic y 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 extend 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 form 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 f ederal, 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 feder ally-assisted construction contracts and subcontracts in excess of $10,000.00 t o be performed in the r espective geogr aphical ar eas. The goals are applicable to the contractor's total on-site construction workforce, regar dless of whether or not par t of that workforce is performing work on a federal, feder ally-assisted or nonfederally related construction contract or subcontract.

Economic area	Goal (percent)
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 constr uction work (whether or not it is federal or federally assisted) performed in the covered area. If the contract or performs construction work in a geographical area located outside of the covered ar ea, it shall apply the goals est ablished for such geographical area where the work is actually performed. With regard to th is second area, the contractor also is subject to the goals for both its federally involved and nonfederally in volved construction. The contractor's complianc e with executiv e order and the regulations in 41 cfr pa rt 60-4 shall be based on it s implementation of the equal opportunity clause, specific affirmative ac tion 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 cont ract resulting from this solicitati on 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 eac h trade, and the c ontractor shall ma ke 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 ex ecutive 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 geographic al area described in the solicitati on from which this contract resulted;

b) "director" means director, office of federal c ontract 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 per sons having origin s in any of the blac k African racial groups not of Hispanic origins);

ii) Hispanic (all persons of Mexic an, Puerto Rican, Cuban, cent ral or south American or other Spanish culture or origin, regardless of race);

iii) Asian and pacific islander (all persons having origin s in any of the origin al peoples of the far east, southeast Asia, the Indian subcontinent, or the pacific islands); and

iv) American Indian or Alaska n native (all persons having origins in any of the original peoples of north America and maintaining id entifiable tribal affiliations th rough membership and participation or community identification).

2) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involv ing any construction trade, it shall phys ically include in each subcont ract in excess of $10,000.00 the provisions of these specific ations and the notice whic h 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 indiv idually or through an ass ociation, its affirmative action obligations on all work in the plan area (including goals and ti metables) shall be in acc ordance with that plan for those trades which have unions participating in the plan. Contractors must be able t o demonstrate their participation in and c ompliance with the provisions of any such hometown plan. Each contractor or subcontracto r participating in an approved plan is individually required t o comply with its obligations under the EEO claus e, and to ma ke a good fait h effort to achieve each goal under the plan in each trade in which it has employee s. The overall good fait h 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 affi rmative action standards provided in paragraphs 7a through p of these specifications. The goals set fo rth in the solic itation from which this contract resulted are expressed as percentages of the total hours of employm ent and t raining of minority and female utiliza tion the contractor should reasonably be able to achieve in each construction trade in

which it has employees in the covered area. Cove red construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction

Contract shall apply the m inority and female goals established for the geographical area where the work is being performed. Goals are published period ically in the federal r egister in notice form, and such notices may be obtained from any office of f ederal contract compliance programs office or from federal procurement contracting officer s. The cont ractor 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 bargaini ng agreement, to refer either minor ities or women shall ex cuse the contractor's obligations under these specifications , executive order 11246, or the regulations promulgated pursuant thereto.

6) In order for the nonworking trai ning hours of apprentice s and trainees to be c ounted in meeting the goals, such apprentices and trainees must be employed by the contra ctor during the training period, and the cont ractor must have made a commitment to employ the apprentic es and trainees at the completion of their training, subject to the availa bility of employment oppo rtunities. 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 employ ment opportunity. The evaluation of the contractor's compliance with thes e specifications shall be based upon its effort to achieve maximum results from its actions. The cont ractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a) Ensure and maintain a working env ironment free of harassment, intimidati on, 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, superint endents, and other on-site s upervisory personnel are aware of and carry out the contra ctor'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 c urrent list of minority and female recrui tment sources, provide writt en notification to minority and fema le recruitment sources and to co mmunity organizations when the contractor or its unions have em ployment opportunities available, and maintain a record of the organizations' responses.

   c) Maintain a c urrent file of the names, addre sses and telephone number s of each minority and female off-the street applicant and mi nority 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 t he 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 imm ediate written notification t o the dire ctor when the union or unions with which the contractor has a collectiv e 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 of other training by any recruitment source, the contractor shall send written notifications such as the above, describing the openings, screening procedures, and test to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k) Validate all tests and other selection requirements here there is an obligation to do so under 41 cfr part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and

employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, make a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply however is the contractor's and failure of such a group to fulfill and obligation shall not be a defense for the contractor's noncompliance.

9) A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contract may be in violation of the executive order if a particular group is employed in a substantially disparate manner, (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the executive order if a specified minority group of women is underutilized).

10) The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to executive order 11246.

12) The contractor shall carry out such sanctions and penalties for violation of the specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts, as may be imposed or ordered pursuant to executive order 11246, as amended and its implementing regulations, by the office of federal contract compliance programs. Any contractor who fails to carry out sanctions and penalties shall be in violation of these specifications and executive order 11246, as amended.

13) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these

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

14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being out, to submit reports relating to provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes of status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish standards of compliance or upon the application requirements for the hiring of local or other area residents (e.g., those under the public works employment act of 1977 and the community development block grant program).

SPECIAL PROVISION
FOR
INSURANCE REQUIREMENTS

Within ten (10) 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.

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, t he Contractor shall be responsible for any and all injuries to persons or damages t o property due to the act ivities of the Contractor, subcontractors, licensees, invitees, suppliers, agents, or employees ar ising out of, incident to, or resulting from performance of the contract, or any activity in conne ction therewith. The Contra ctor shall indemnify and hold harmless the County of Cook and its c ommissioners, officials, employees, agents and representatives, and their respective heirs, successo rs and assigns, from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and ex penses) of ev ery 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 a ccount of or in consequenc e of using unacceptable materials in constructing the work or because of any act or omi ssion, neglect, or misconduct of the Contractor, its officers, employees, agent s, its subcontractor, or subc ontractors licensees, inv itees, or anyone directly or indirectly employed by them, and/or any one for whose acts they may be liable or because of any claims or amount recovered by reason of any in fringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, or der or decree. This obligation is binding on the C ontractor without regard to whether or not such c laim, damage, loss, or expense is caused in part by the act, omission, or negligence of the County and its commissioners, offi cials, employees, agents and representatives, and their respective heirs, successors and assigns.

In claims against the County by an employee of the Cont ractor, its officers, employees, agents, its subcontractor, or subcontractors licens ees, invitees, or anyone dir ectly or indirectly employed by them, or anyone for whose acts they may be liable, the indem nification herein shall not be limited by a limitation o n amount or type of damages payable by or for the Contractor or subc ontractor 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 du e the Contractor under and by virtue of the contract as shall be deemed neces sary by the County for the payment thereof, may be retained by the County for said purpose, or in c ase no money or insufficient money is due to satisfy suc h 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, it s employees or agents shall be deemed a waiv er by the County of full compliance with the requirements of the contract . This indemnification shall not be lim ited by any Performance Bond or insurance protection required of the Contractor in the contract.

SPECIAL PROVISION
FOR
JOINT VENTURES

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

1) Contractors may combine their available bidding capacity for a single contract to bid as a joint venture.

2) The joint venture shall be indicated by the filing of a ***Joint Venture Minimum Declaration of Work*** for each of the contracts for which joint venture approval is sought. It identifies the managing partner and indicated the kind and the percentage of work to be performed by each joint venture partner with its own workforce and resources other than work reserved to meet any disadvantage business goal advertised in the contract. The form indicated the joint venture agreement shall be included in the bid. In addition, each joint venture partner firm shall submit an ***Affidavit of Availability***. The ***Joint Venture Minimum Declaration of Work*** and all ***Affidavits of Availability*** **must be included in the bid.** The proposed joint venture shall not be approved if the establishment of a joint venture would unduly restrict competition. A determination that a proposed venture would unduly restrict competition is limited to any of the following reasons:

   a) That the proposed joint venture would consist of more than three (3) qualified contractors.

   b) That the ***Joint Venture Minimum Declaration of Work*** indicated that any one of the proposed joint ventures partners will perform less than ten percent of the non-disadvantage business work with its own workforce and resources.

   c) That for letting items estimates by the Department to be bid at less than $1,000,000.00 more than one of the proposed joint venture partners has the individual qualification ratings and bid the item without the approval of the venture. This determination shall not apply to joint ventures between firms having fifty-one percent or more common controlling ownership or on items where the estimated quantity of asphalt exceeds 10,000 tons or concrete exceeds 5,000 cubic yards. Each proposed joint venture shall submit, with the bid, a ***Joint Venture Certificate of Explanation and Justification*** for each of the contracts estimated at less than $1,000,000.00 for which joint venture approval is sought. The form indicated the circumstances which apply to the joint venture. That is there fifty-one percent (51%) or more common controlling ownership, or does one or more parties to the joint venture not have the financial capacity, work capacity or work categories to complete the project. The ***Joint Venture Certificate of Explanation*** **must be included in the bid.**

3) Contractors whose financial ratings are based upon unaudited financial statements will not be permitted to joint venture with each other to bid contracts which are estimated to exceed $350,000.00. However, such contractors may be permitted to joint venture with contractors who have a financial rating based upon an audited statement to bid contracts estimated to exceed $350,000.00.

4) If a joint venture work rating is limited by its maximum financial rating, the full value of the computed work rating will be used in analyzing the joint venture approval request. However, the combined maximum work rating in any category shall not exceed the combined maximum financial rating of the joint venture.

5) If an approved joint ventur e is awarded a contract, the kind and percentage of work indic ated on the ***Joint Venture Minimum Declaration of Work*** may be amended as many times as necess ary 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.*

COOK COUNTY DEPARTMENT OF HIGHWAYS
Joint Venture Certificate of Explanation & Justification

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 circumstances which apply to the Joint Venture.

1) One or more firms do not have the required financial capacity.

Firm #1 Firm #2 Fi rm #3

Does not have sufficient available prequalification financial rating to perform the work.

2) One or more firms do not have the required work capacity.

Firm #1 Firm #2 Firm #3

Does not have sufficient available prequalification work ratings to perform fifty percent of the work.

3) One or more firms do not perform work in a majority of work categories required to complete the project.

Work categories not performed by the firm:

Firm #1 _____

Firm #2 _____

Firm #3 _____

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

Firm #1 Firm #2 Fi rm #3

has attached statement indicating the relationship of the firms.

5) Estimated quantity of asphalt for this item exceeds 10,000 tons.

6) Estimated quantity of concrete exceeds 5,000 cubic yards.

7) Estimated costs of project are less than $1,000,000.

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

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

Firm #1
Name _____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director)

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

_____ My commission expires on _____
Notary Public

Firm #2
Name _____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director)

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

_____ My commission expires on _____
Notary Public

Firm #3
Name _____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director

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

_____ My commission expires on _____
Notary Public

This form must be submitted with the bid.

COOK COUNTY DEPARTMENT OF HIGHWAYS
Joint Venture Minimum Declaration of Work

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

Firm #1

Name: _____

Address: _____

Firm #2

Name: _____

Address: _____

Firm #3

Name: _____

Address: _____

Instructions:

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

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

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

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

Firm #1
Name_____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director)

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

_____ My commission expires on _____
Notary Public

Firm #2
Name _____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director)

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

_____ My commission expires on _____
Notary Public

Firm #3
Name _____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director

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

_____ My commission expires on _____
Notary Public

This form must be 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 1-31-12

Addendum No. 2
Dated 2-3-12

Addendum No. _____
Dated _____

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 com bination for the projects a bove shall ha ve the WORKING DAYS revised t o _____WORKING DAYS, and the CA LENDAR DAYS revised t o _____CALENDAR DAYS. The "Daily deduction" rate in the Traffic Control De ficiency Deduction Special Provision shall be based on the REVISED CALENDAR DAYS stated above.

6) The Contractor, at his option, ma y start one project or all projects. WORKING DAYS then shall start as specified in Article 108.04 of the Standard Specif ications 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 contra cts awarded on a Combination Bid shall automatically extend all contracts awarded on the combination.

8) In the event the Contractor fails to complete any on e or all the contracts on the Combination Bid by the contract completion date plus any aut horized exte nsion, or the contract working days plus any authorized extension, the liquidated damages shall be determined f rom the schedule of deduc tions 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 Combinat ion Bid total, and shall be computed on the combination and prorated against the 2 or more individual contracts based on the dollar value of eac h contract.

9) The Plans and Spec ial Provisions for each separat e 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 spec ification shall be construed to mean specific Section or Article of the Standard Specificat ions for Road and Bridge Cons truction, 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 retu rned without consideration. The Res ident En gineer may schedule a claim presentat ion m eeting if in the Res ident 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 render ed within 90 days, or it 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 writ ing to the Resident Engineer within 45 days after the date of the Level I dec ision, and sha ll include two (2) additional copies of the claim and supporting documentation. Review of the claim a Level II shall be c onducted as a full ev aluation 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 wr iting 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 cl aim. A claim present ation meeting may be scheduled if the Superintendent of High ways determines that such a meeti ng 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 bef ore construction is started, a conf erence shall be held at a time and place to be designated by the County.

The purpose of the conferenc e 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 agenc ies 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 pr ovisions of Article 671 of the Standard Specifications for Road an d Bridge Const ruction and shall be const rued 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 Desc ription. This work shall consist of preparatory work and operations neces sary for the movement of personnel, equipment, supp lies, and incidentals to t he project sit e; for the establishment of offices, buildings, and other facilities nec essary for work on the project; and for al l other work or operations which must be performed or costs incurred when beginning work on the project.

671.02 Bas is of Payment. Upon exec ution of the contract and a wri tten letter from the Contractor requesting mobilization, three percent of the total contract bid will be pa id as the original mobiliz ation payment. The three percent will be recovered according to the following schedule.

1) When 10 per cent or more of the original contract amount is earned, 1/5 of t he original m obilization payment will be deducted from the current pay voucher.

2) When 20 percent or more of the orig inal contract amount is ear ned, a cumulative 2/5 of t he original mobilization payment will be deducted from the current pay voucher.

3) When 30 percent or more of the orig inal contract amount is ear ned, a cumulative 3/5 of t he original mobilization payment will be deducted from the current pay voucher.

4) When 40 percent or more of the orig inal contract amount is ear ned, a cumulative 4/5 of t he original mobilization payment will be deducted from the current pay voucher.

5) When 50 percent or more of the or iginal contract amount is ear ned, the remaining balanc e 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. Dies el Vehicle Emis sions Control. T he reduction of construction air emissions shall be accomplished by using c leaner burning diesel fuel. All equipment on t he jobsite as defined by section 30-952 (a) of the Cook County Green Construction Ordi nance (ORDI NANCE) shall be required to use Ultra Low Sulfur Diesel fuel (ULSD) excl usively (15 ppm sulfur content or less). Equipment shall include any "rental" equipment. In addition, the Co ntractor is required to com ply wi th section 30-954 -3(c) related to engine idling.

Diesel powered equipment in non-compliance will not be allowed to be used on t he project site, and is also subject to adjudication in accordance wit h 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 subm it a list of equipm ent to be us ed on the project to the Cook County Department of Environmental Con trol (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 wi ll 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 Cons truction Bureau of the Cook County High way 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 t he original equipment list submitted to the DEPART MENT, 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 su mmary reports to the DEPART MENT and include certified copies of the ULSD fuel delivery sl ips 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 asso ciated with compliance with this special provis ion and the Green Construction Ordinance shall be consid ered as included in the contract uni t 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 yeas 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 c hapter (with the exception of the use of the words to describe or identify t he Government or Board of Commissioners thereof), means all of the territor y in the County exc lusive 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 Dies el Emission Control Devi ce that achieves a particulate matter (PM) emission reduction of 25% or more from uncontrolled engine emission levels.

Level 2 Control means a Verified Dies el 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 Dies el Emission Control Devi ce that achieves a particulate matter (PM) emission reduction of 85% or more from uncontrolled engi ne emission levels, or that reduces emissions to less than or equal to 0.01 grams of PM per brake hor sepower-hour. Level 3 Control includes repowering or replacing the existing dies el engine with an engi ne 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 Standar ds (69 Fed. Reg. 38958); Level 3 Control al so 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 c ombustion engine (inc luding the fuel sy stem) that is not used in a motor vehicle or a vehic le used solely f or 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 us ed solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compre ssors, generators, bulldozers and similar equipment ; non-road vehicles do not include locomotives or marine vessels.

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

Public Works Contract means a c ontract, budgeted at $2,000,000 or more, wi th a County agency for a construction program or project bid by Cook Count y involving the constru ction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structur e, tunnel, excavation, roadway, par k or bridge; a contract with a C ounty agency for the preparation for any construction program or project involving the construction, demolitio n, restoration, rehabilitation, repai r, renovation, or abatement of any building, structure, tunnel, excavati on, roadway, park or bridge; or a c ontract with a County agency for any final work inv olved in the completion of any construc tion program or project in volving the construction, demolition, restoration, rehabilitati on, repair, renovation, or abatement of any build ing, 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 entit y 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 m ore than fifteen parts per million.

US EPA means the United States Environmental Protection Agency.

Verified diesel emission control device means:

a) an emission control devic e or stra tegy that has been verified to achieve a s pecified dies el 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 dat e of this ordinanc e, any solicit ation for a public works contract and any cont ract 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 Dies el fuel for diesel motor vehicles, nonroad vehicles, and stationar y generators used in the performance of the contract.

b) Beginning January 1, 2 014, for Prime Cont ractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solic itation shall include a specification that a Prime Cont ractor and all Subcontractors in the performance of suc h contract shall not operate any heavy-duty di esel vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintai ned and operating (as provided by regulations promulgated pursuant to this ac t). Except that, upon provis ion 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-dut y dies el vehicle with respect to which the Department makes a written finding t hat such vehicle cannot be retrofit with Level 3 Controls, in which cas e such fleet owner or oper ator shall install Level 2 Controls that are available and appropriate for such vehicl e as det ermined by the Department. If the Department makes a written finding that any su ch vehicle cannot be retrofit with Level 2 controls, said vehicle shall be retrofit with Lev el 1 Controls t hat are available and appropriate for such vehicle as determined by the Department.

(3) Any heavy-duty diesel vehicle that has operational Le vel 2 Controls installed pr ior to the effective date of this act shall have an additi onal one year to meet the requirements of Subsection (b).

c) Within two y ears after the effective date of th is ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitat ion shall include a specific ation that all contr actors in the performance of su ch contract shall not operate any diesel nonr oad vehicle in the performance of a public works cont ract unless that vehicle has installed Lev el 2 Controls and unless suc h controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provis ion by the contract or to the agency of appropriate and sufficient documentary evidence:

(1) Subsection (c) shall not apply to any dies el nonroad vehicle on the const ruction site working three days or less over the life of the project.

(2) Subsection (c) shall not apply to any dies el nonroad vehicle with respect to whic h the Department makes a written finding t hat such vehicle cannot be retrofit with Level 2 Controls, in which cas e such fleet owner or oper ator 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 br ing on site equipment not on the list, the Prime Contractor shall submit the request in writing fo r prior approval. Additional equipment shall com ply 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 enforce ment 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 solic itation shall include prov isions authoriz ing independent monitoring and inspection of t he Prime Contractor and Subcontr actor's compliance with the requirements of this section and requiring that the Prime Contractor and Subcontractor comply with this section. The Prime Contra ctor shall be liable f or 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 requi rements are applic able will be s ubject 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 wit hin 24 hours or be subject to liquidat ed damages pursuant to subdivis ion (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 secti on, except as provided, in subdiv ision (d) of this section, liquidated damages shall be assessed aga inst the Prime Contract or in the amount of $5,000 for each violation (with each piece of noncomplying equi pment and each day of noncompliance being a separate viol ation, not to exceed a total of $50,000 for any one piece of equipment). Said liquidated dam ages 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 da mages by their nature are not capable of precise proof. The County may withhold and deduct from monies otherwis e due the Prime Contractor the amount of liquidated damages due the County.

d) No Prime Contractor or S ubcontractor shall make a false statement or claim with respect to any matter material to comp liance with the provisions of this sect ion to the County. Any Prime Contractor or Subcontractor making such a fals e statement shall pay t he County up to $10,000 for each such st atement as liquidated damages pursuant to the provisions of subdivision (c) of this section.

e) Fees and liquidated damages paid to t he County un der this section shall be placed in the Cook County Environmental Management Fund.

Sec. 30-956. Regulations.

Within six months of the effectiv e 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 Ex tra Work as identified in Article 1 04.02 of the Standard Specifications shall be proc essed in acc ordance with Article 109. 04 of the Standard Spec ifications and the following additional procedures:

1) Contractor shall invoic e 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 Bo ok). Determination of equipment rates s hall follow the IDOT Construction Memorandum 07-09. Als o, a copy of the Blue Book calculation for each piece of equipment shall be included with the force account billing.

3) Contractor shall subm it invoice for such Extra Wo rk 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 invoic e and approve or disapprove the invoice within sixty (60) days after receipt of the invoice.

5) If the Engineer disapproves the invo ice, the Engineer sha ll give Contractor notic e 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 thir ty (30) days to review and appr ove or disapprove the c orrected invoice.

6) Once the Engineer approves the invo ice, 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 Commissi oners' approves the recommendation for change in plan, the Engineer shall present the in voice to the Cook County Board of Commissioners for payment authorization of inv oice s pecific 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 t he Cook County Board of Commissioners authorizes payment of the invoice.

SPECIAL PROVISION
FOR
CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS

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

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

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

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

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

RESPONSIBILITY OF THE COUNTY

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

b) The County will make random che cks of the Contractor's staking to determine if the work is in substantial conformance with the pl ans. Where the Contractor's work will tie into the work that is being or will be done by other s, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.

c) The County will set all stakes for utility adjustm ents and for building fences alo ng the right-of-way line by parties other than the Contractor.

d) Immediately after the Contractor has staked the dr ainage structures, County forces will chec k the staking, either visually or by instrument, to determine if the structures fit the waterways in horizontal alignment and vertical elevation. If it is necessary to redesign the drainag e structure, the County will furnish a revised design and restake the structure.

e) The County will make all measur ements and take all cross-sectio ns from whic h the various pay items are to be measured, such as, cross-sect ions for all borrow pits and channel change, additional measurements needed to de termine the amount of special excav ation and class ified excavation and all meas urements on which the de pth of sub-bases, bases or portland cement concrete pavement are to be verified.

f) Where the Contractor in setting construction st akes discovers discrepancies, the County will check to determine their nature and make whatever revisi ons are necess ary in t he plans, including the recross-sectioning of the area involved, and all additional restaking necessary.

g) The County will check the Contractor's horizontal la yout staking of all structures over 6 meters (20 feet) in span length. The County will accept the respons ibility for the accuracy of these stakes, after the County completes their che ck, provided they are protected by the Contra ctor to the extent that no displacement occurs. The Count y will not be responsible for transfe rring the lines to the work.

h) The County will acc ept responsibil ity for the accuracy of spec ific stakes that are covered by random instrument checks and recorded, provided no displacement occurs.

i) It is not the responsibility of the County to check the correctness of the Contractor's stakes except as provided herein; however, any errors that are apparent shall be immediat ely called to the Contractor's attention and he shall be required to make the necessary correction before the stakes are used for construction purposes.

j) On the jobs where the plan quantities f or excavation are to be us ed as the final pay quantit ies, it will be nec essary for the County to m ake suffici ent checks to determine if the work has been completed in substantial conformance with the plan cross-sections.

k) All meas urements neces sary to determine the fi nal pay item quantities mus t be made by the County independently of the Contractor's station stakes and an y bench marks established by the Contractor.

l) If requested, the County will furnish a sc hedule showing the pavem ent profile grade elevations at intervals of 7.5 meters (25 feet) and/or provide computer services necessary to establish remote control for complex interchanges and/or structures.

RESPONSIBILITY OF THE CONTRACTOR

a) The Contractor will locate and reference the cent erline of all roads and s treets except interchange ramps. The centerline of privat e entrances and short street in tersection returns need not be located or referenced by the Contractor.

b) Locating and referencing the centerline of survey will consist of locating and referencing the control points of the centerline suc h as PC's, PT's and as many POT's as are necessary to provide a line of sight.

c) Bench marks will be established alo ng the project outside of construction lin es and at each majo r structure over 6 meters (20 feet) in span leng th, and intervals not exc eeding 300 meters (1000 feet) horizontally and 6 meters (20 feet) vertically.

d) Stakes set for A. and B. above sh all be identified in the field to the Engineer and the field notes kept in the Resident Engineer's office for reference by him.

e) The Contractor will set all other stakes necessary to establish li mits and elevations of the work and shall define right-of-way for the project.

f) The right-of-way shall be considered to be defi ned when stakes readily discernible, have been placed at points of change in width or direction of the right-of-way line and at points along the line so that at least two such right-of-way stakes can be seen from any point on the line. The Contractor should note that utility relo cation may b e depen dent upon the pro per delineatio n of right-of-way. Staking of the right-of-way must be accomplished at the earliest possible time.

g) The Contractor will not be required to set additional stakes to locate a utility line or to determine the property line between properties.

h) Field notes s hall be k ept in standard s urvey fi eld note books and these books shall bec ome the property of the Cook County Highway Department at the completion of the project.

i) It is not considered the responsibilit y of the Contractor to make a detailed check of the accuracy of the plans, ho wever, it is expected that the Cont ractor will adv ise the C ounty promptly of known errors in the plans.

This item will be paid for at the contract lu mp sum price for CONSTR UCTION LAYOU T STAKES AN D SURVEY CO NTROL POINTS, which price shall be paym ent in full for all services, materials, labor, equipment, tools and incidentals to complete this item.

SPECIAL PROVISION
FOR
ENGINEER'S FIELD OFFICE

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

670.01 Description. Add the following paragraph:

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

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

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

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

(o) Three (3) cellular phones which have the capacity of both cellular call capacity and two (2) way communication, Nextel or equal. These cellular phones will be for exclusive use by the Engineer and the Engineer's support staff, must have established voice mail, hands free adaptors, belt clips and car adaptors. All of the cellular phones and services must be compatible with each other. The cellular phones will include maintenance and operating costs.

(p) One digital camera with 7 megapixel minimum resolution, batteries to operate camera and digital camera case.

(q) An upright or new shop vacuum with a Hepa-Filter and any miscellaneous cleaning supplies necessary for the Engineer to maintain the Field Office. A weekly cleaning service will be an acceptable alternative.

(r) The following suggested office and field supplies shall be furnished to the Engineer prior to the commencement of the project. The Contractor must coordinate with the Resident Engineer prior to purchase.

OFFICE :

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

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

Tape, Transparent Refills ¾"	6 Each

FIELD:

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

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 c onduct any generation, transportation, or recyc ling of construction or demolition debris, clean or general or uncontam inated soil generated during constr uction, 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 operat or of the facility whe re the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Cont ractor for 3 years."

SPECIAL PROVISION
FOR
CLEAN CONSTRUCTION AND DEMOLITION DEBRIS

In accordance with the State of Illinois Envir onmental Protection Act, the Cook Coun ty Highwa y Department (the Department), as "Site Owner" at the subject highway improvement location, is required to certify that all materials to be ta ken to an uncontaminated soil fill location, including uncontaminated soil and clean construction and demolition debris, are to be certified as uncontaminated soil.

The Contractor is expected to be thoroughly familiar with the provisions of the Environmental Protection Act as it relates to proper dis posal of exc avated mate rial and const ruction debris . Should the Contractor choose to dispose of surplus soil material at a registered uncontaminated soil fill location, this form must be submitted to the operator of that location before any materials c an be dispos ed of at that site. The Contractor should be advis ed that, even with the submittal of the properly executed Form LPC-663, the fill operators retain the right to reject any or all loads from a particular construction site based on their own determination of the suitability of materi al from that site. Each certificat ion covers only material from that specified job site. The Contractor shall take care not to stockpile or mix together material from different sites before taking that material for disposal.

Based on the Department's investig ation and location histor y including the possible deter mination of a LUST site or other risk indicators , it has been determined that material s excavated throughout this project site may not meet the Cle an Construction and Demolition Debris r equirements. Pertinent tes t results and determinations are not included in this document, but can be found and downloaded from the following location;

ftp://130.94.31.166/ (user name: highway; password ftpt3st)

This Special Provision will modify Article 669 of the Standard Specifications as follows:

The Contractor is advised to consider the cost of disposing of all non-special or special waste materials as delineated herein and reflect those costs in their bids for Earth Excavation or other appropriate items which may include soils removal. No pay item for Non- Special Waste Removal, Special Waste Removal or Hazardous Waste Removal has been included in this cont ract, but the requirement s for removal of such materials shall be in ac cordance with Article 669. An item to be paid for at the Lump Sum price for **SPECIAL WASTE PLANS AND REPORTS** has been included in the Su mmary of Quantities, the requirements for which shall also be in accordance with Article 669.

SPECIAL PROVISION
FOR
MANAGING CONCRETE WASTE

Description. Prevent or reduce the disc harge of pollutants to stormwater from c oncrete waste including diamond grinding slurry or residue by c onducting washout offsite or by performing ons ite washout in a designated area.

Construction. Perform this work on projects where;

- Concrete is used as a c onstruction material or where concr ete dust and debris result form demolition activities
- Slurries containing portland cement concrete (P CC) or asphalt conc rete (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 rive rs, 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 per cent to 25 percent in areas wi th 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 v egetation 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 t he ri ght of way next to the road where it will n ot impact waters of the state, highway or shoulders.

- The Resident Engineer m ust approv e any other method of application or us e of the slurry. The design engineer should be contacted for guidance on the use of alternative methods.

- Precautions must be taken at all ti mes to prevent the slurry from ent ering the waters of the state. Should improper applic ation occur whic h may result in a dischar ge 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 r educe 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 wher e the concrete can set, be brok en up, and t hen disposed properly.
- Avoid creating runoff by draini ng water to a bermed or level area when washing concret e 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 collec ted and dispos ed of or placed in a temporary concrete washout facility.
- A sign should be installed adjacent to e ach 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 monito r 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 fl ow across the pavement and should not be left on the surface of the pavement.

Slurry residue should be v acuumed and disposed in a temporary pit (a s 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 wash out 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 wash out 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 wash out 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
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 Momuments, 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
BORROW EXCAVATION

Description. The work for Borrow Excav ation shall inc lude furnishing, placing and compacting materials in conformance with Articles 205. 03 through 205.06 of the Standard Spec ifications for Road and Bridge Construction.

Section 204 Borrow Excavation. Shall be revised to read:

Method of Measurement. Borrow E xcavation shall be measured for paym ent in Cubic Yards compacted in place. The volume shall be determined by the meth od of average end areas by taking cross sections at such intervals as may be necessary before and after placing the material as required to complete the embankment as shown on the plans. Ma terial excavated in excess of that required for the execution of the contract will not be measured for payment.

Basis of Payment. Borrow Excavation wi ll be paid for at the Contract Unit Price per Cubic Yard for Borrow Excavation, measured as specified herein.

SPECIAL PROVISION
FOR
CRUSHED STONE (TEMPORARY USE)

Description. This work shall consis t of furnishing and placing crushed stone for temporary use to provide and maintain ingress and egress to abu tting properties during construction operations. It shall be used for access to intersecting roadways, alley returns, cro sswalks and other places required by the Engineer. The crushed stone or gravel shall have a gradation of CA6 or CA 10 conforming to Article 1004.01 of the State Standard Specifications. Excess mate rials recovered from the job site such as bituminous grindings and sub-base granular materials from existing pavements may be utilized at the discretion of the Engineer.

Basis of Payment. This work will be pa id for at t he Lump Sum for Crushed Ston e (Temporary Use). An estimated quantity may be given in the plans for informational use onl y. The Lump Sum payment shall include furnis hing, transporting, plac ing, maintaining, reusing and the ultimate disposal of the Crushed Stone (Temporary Use) as herein specified or as directed by the Engineer.

SPECIAL PROVISION
FOR
TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL

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

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

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

Materials and Construction Requirements for Direct Applied Reflectorized Terminal Marker.

Direct Applied Reflectoriz ed Term inal Markers shall be fabricated us ing Types AP or ZZ reflectorized sheeting. All materials us ed shall meet the applic able requirements of Sect ions 1090 and 1091 of the Standard Specifications.

The sheeting shall be unif orm in color throughout and conform to t he latest appropriate s tandard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration.

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

Direct Applied Reflectorized Terminal Markers shall c onform to the terminal mark er details as shown on I.D.O.T. Standard No. 635006-02.

Basis of Pay ment. This work will be paid for at the contract unit price each for Traffic Barrier Terminal, Type 1, Special which pr ice shall inc lude furnishing and installing all parts and materials, foundations, transitions, tapers, delineat ions and a ny excavation or backfilling required. The cost of furnishin g and installing Direct Applied Reflectorized Terminal Markers shall be considered as included in the contract unit price for Traffic Barrier Terminal, Type 1, Special. The cost for Hot-Mix-Asphalt shoulders will b e paid separately.

SPECIAL PROVISION
FOR
SCHEDULING AND LANDSCAPING

Scheduling

The Contractor is informed that no work involving overnight lane closures will be allowed prior to April 15, 2012. Any work which involves temporary lane closures which may be controlled by temporary devices and/or flagging shall have prior approval from the Engineer. Absolutely no work involving impacts or closure to traffic will be allowed when snow or ice removal operations are expected or ongoing. It is the responsibility of the Contractor to verify that no such operations are imminent before beginning any work that involves impacts to traffic lanes.

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 (10) 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 s hall cons ist of the removal and satisf actory dispos al 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 s urface 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 remo ving the driveway surfac e shall be such as to prev ent cracking, shattering or spalling and to provide a s traight line cu t and vertical plane at the li mits of the removal area when adjacent to driveway or parking lot surface rema ining in place. The equi pment 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 plac ed and compacted in accordance with Section 205. If all or part of this materi al is to be disposed of outside the right of wa y, it shall be dis posed of by the Contractor at his ex pense and in accordance with Section 202.

Basis of Payment. This work will be pa id for per Square Yard for Hot-Mix-Asphalt Surface Removal wh ich shall include all labor, equipm ent and disposal of the material remov ed. In addition, any temporary ramps or butt joints which may be required to maintain acce ss 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
COLD RECYCLED IN-PLACE BITUMINOUS BASE COURSE

Description. This work shall consist of full-depth reclamation (FDR) of the existing road with in-place recycling of the existing bituminous, pozzolanic or aggregate base to the width, depth and thickness specified in the plans including multiple passes of a tilling/reclaiming machine, the pulverization of the existing pavement base, addition of an asphalt emulsion, shaping and compaction. It may also be necessary to add water to aid in initial compaction, final compaction and appearance. Some thickness of existing hot-mix asphalt surface and binder will be removed prior to the base pulverization as specified in the plans. Some remaining hot-mix asphalt may be pulverized and reused as part of the recycling operations. The recycled base will be overlayed by hot-mix asphalt binder and surface as part of this improvement as shown on the plans. The Contractor will be required to submit a mix design utilizing an engineered emulsion (EE) following the guidelines given below.

Materials.

1) Asphalt Emulsion. The asphalt emulsion shall be an Engineered Emulsion (EE) meeting the requirements given in Table 2 below.

2) Aggregate. The amount and type of added aggregate or Reclaimed Asphalt Pavement (RAP), if any will be determined in the mix design in order to meet the requirements in Table 1.

3) Reclaimed Material. The Contractor is required to prepare and submit a mix design before the start of the project. Gradation of the reclaimed material and added aggregate, if required and the recommended type and application rate of engineered emulsion and added water, if required will be submitted to the Engineer in writing for written approval. Documentation including all laboratory test results and material suppliers shall be included in the submittal. Based on possible variations in in-situ roadway conditions such as, but not limited to, changes in base materials or in-place moisture content, more than one mix design may be required. It is anticipated that minor variations in field conditions encountered during the course of operations may require changes to the proposed application rate of the engineered emulsion. The Engineer shall have the discretion to determine whether the change in the application rate will necessitate a revised mix design.

The reclaimed mix shall meet the criteria given in Table 1 below:

Table 1 (FDR Type 1) –For Mixtures Containing <8% Passing Number 200	
150-mm diameter specimens shall be prepared in a Superpave™ (TM) gyratory compactor	
Property	Criteria
Superpave gyratory compaction, 1.25° angle, 600 kPa, gyrations	30
Short-term strength test, 1 hour – modified cohesiometer, ASTM D 1560-92 (Part 13), g/25mm of width (See Appendix 1 for modifications)	175 min.
Indirect tensile strength (ITS), ASTM D 4867 Part 8.11.1, 25° C, psi	40 min.

Conditioned ITS, ASTM D 4867 (See Note 1), psi	25 min.
Resilient modulus, ASTM D 4123, 25° C, psi x 1000	150 min.
Thermal cracking (IDT), AASHTO T-322 (Based on LTPP Bind for climate)*	See note in appendix

* Optional if project is in - 20° C or warmer climate (98% reliability)

Table 1 (FDR Type 2) – For mixtures containing ≤8% passing No. 200 or for all granular mixtures	
150-mm diameter specimens shall be prepared in a Superpave) gyratory compactor	
Property	Criteria
Superpave gyratory compaction, 1.25° angle, 600 kPa, gyrations	30
Short-term strength test, 1 hour – modified cohesiometer, ASTM D 1560-92 (Part 13), g/25mm of width (See Appendix 1 for modifications)	150 min.
Indirect tensile strength (ITS), ASTM D 4867 Part 8.11.1, 25° C, psi	35 min.
Conditioned ITS, ASTM D 4867 (see Note 1), psi	20 min.
Resilient modulus, ASTM D 4123, 25° C, psi x 1000	120 min.
Thermal cracking (IDT), AASHTO T-322 (Based on LTPP Bind for climate)*	See note in appendix

* Optional if project is in - 20° C or warmer climate (98% reliability)

Equipment. All equipment used on the project for the cold in-place recycling phase described below shall be in proper working condition and approved by the Engineer.

1) A milling machine with a 3-foot wide cutting head capable of coring out a widening trench 3 feet wide and to the depth specified on the plans which will be used to excavate the aggregate shoulder material and underlying embankment to the specified depth. The milling machine shall have a front mounted conveyor to load the excavated material into trucks to be hauled off the project site. It is not anticipated that this material will be reused as part of this improvement. The excavated trench shall be free of loose material and be ready for placement of the millings from the milling and/or pulverization of the adjacent hot-mix asphalt pavement and base. This milling machine shall be capable of accurately and automatically establishing profile grades and cross slope by reference from the existing asphalt pavement.

2) The self-propelled reclaimer shall be capable of fully pulverizing the existing pavement to the depth required, incorporate the asphalt emulsion and water, and mix the materials to produce a homogeneous material. The recommended minimum power of the reclaimer is 500 hp. The machine shall be capable of reclaiming not less than 8-feet wide and up to 12-inches deep in each pass. The reclaiming shall have a system for adding asphalt emulsion with a full width spray bar consisting of a positive displacement pump interlocked to the machine's ground speed so that the amount of emulsion being added is automatically adjusted with changes to the machine's ground speed. The additive system shall be capable of incorporating up to 7 gallons per square yard of emulsified asphalt.

Individual valves on the spra y bar shall be capable of being tur ned off as necessary to minimize emulsion overlap on subsequent passes.

3) Two (2) vibratory sheepsfoot rollers with 84 inch wide drums and weighing a m inimum of 10 tons are required; a front mounted blade is recommended for back-dragging.

4) A motor grader is required to remove the depressions left by the vibratory sheepsfoot roller s and to provide the plan cross slope for the recycled layer. The motor grader shall be equipped with a cross slope indicator.

5) A pneumatic-tire roller with a 25 ton minimum weight equipped with a water spray system is required.

6) A double drum vibratory steel rolle r weighing a minimum of 10 tons equipped with a water spray system is also required.

7) A water truck for supplying water for the addition of moisture, as required, during the initial pulverization operation shall be on the job site and available, if needed. A second water truck shall be available on the job site and set up for a controlled spray on the road before final compaction.

8) A full-lane width self-propelled milling machine equipped with auto matic electronic grade and slope control shall be used to trim the recycled base at t he end of the curing period (refer to section 4.7) and before placement of the hot-mix asphalt overlay.

Construction Methods. The cold in-place recycling work shall not proceed in the rain. The weather forecast shall not call for freezing temperatures for seven da ys. The historical weather database shall not call for freezing temperatures within 7 days of the end of the project; this shall be based on 50 percent reliability. Any deviation from these requirements requires the written authorization of the Engineer.

1) Pre-Shaping. Pre-shaping will not be required.

2) Reclaiming. Moisture content shall be within +/- 1 percent from the mix des ign recommendation and measured in accordance with Secti on 5.2. If the moisture content is too low, water shall be added during this process. The amount of asphalt emuls ion applied shal l be as recommended from the mix design. T he required depth of re clamation shall be m onitored r egularly. Prio r to spreading and compacting, the material shall have a gradation meeting the requirements of Appendix 1.

3) Initial compaction. The breakdown roller (sheepsfoot roller) shall not lag behind t he reclaimer by more than 500 feet. The sheepsfoot roller, applying high amplitude and low frequency impacts, shall perform initial compac tion at sufficient passes until it walks out of the material . Walking out of the material for the sheepsfoot roller is defined as light being clearl y evident between all of t he pads at the material-sheepsfoot drum interface. Walking out for the pneumatic roller is defined as no significant wheel impressions being left on the surface.

4) Shaping. After the completion of sheep sfoot rolling, any remaining sheepsfoot marks shall be removed using a motor grader to cut no deeper than necessary to remove the sheepsfoot marks. The motor grader shall c ut the recycled layer to design cross slope. The trimmed materi al shall be spread and compacted. Compaction will be aided if the steel roller (hi gh frequency / l ow amplitude) and/or pneumatic roller follow the motor grader.

5) After the first day of the emulsi on addition, the reclaimed base sh all not be shaped as chunk ing may result.

6) Intermediate and Final Com paction. The vibratory double-drum st eel roller and pneumatic roller shall compact the bladed material. The optimal combinati on of number of passes and order of rollers shall be used to meet compaction requirements. Do not fi nish roll in vibratory mode. A light spray of water may aid in improving final density and appearance.

7) Proof roll the compacted material in accordance with the Engineer's directions. It is recommended that proof rolling represent the type of traffic expected on the road. If deformation does not occur, moving truck traffic can be allowed on the reclaimed base. If deformation does occu r, truck traffic should be kept off until the reclaimed material is firm enough to support expected traffic with minimal deformation. It is expected that the reclaimed base can support moving car traffic after finish rolling has occurred.

8) Before placing any surfacing, the reclaimed base must be allowed to cure until the moisture content of the recycled material is less than 2. 5 percent or less than 50% of t he optimum moisture content as determined during the mix design process. The frequency of moisture content testing after the first day of placement of reclaimed material and final acc eptance of an allo wable moisture content s hall be at the discretion of the Engineer. The reclaimed ba se shall be surfaced during the same construction season as its placement. Under no c ircumstances should the recycled base be allowed to go without resurfacing through a winter irregardless of whether or not traffic is allowed on the recycled base. The start of winter for this purpose shall be defined as Nove mber 1. The final completion of all work on this project is specified in the c ontract documents. An y extensions of work or scheduling whic h impact the final completion date must take into account the requirement for resurfacing of the recycled base as stated above.

Quality Control. Supervis ory personnel for the Contractor and crew for the testing laboratory shall meet with the Engineer at a m utually agr eed time prior to the start of t he projec t to discuss methods of accomplishing all phas es of the project. If needed, a r epresentative of the asphal t emulsion supplier shal l be present to discuss handling of emulsions and delivery issues.

The Contractor and the Asphalt Emulsion Supplier shall be responsible for quality control (.QC) of the cold in-place recycling process and the completed reclaimed base. Quality control shall inc lude the following activities, and the results of the QC reported daily in writing to the Engineer. See the Appendix for dat a sheets.

1) Maximum Material Size. Samples of the pulverized material shall be obtained before addition of the emulsion and sieved. A maximum of 2 % of the pulverized material may be retained on the 2.0 in. sieve. The minimum sample size shall be 40 pounds and sampling frequency is at the discretion of the Engineer.

2) Asphalt Emulsion. The as phalt emulsion supplier will perform the required labor atory tests to insure that the asphalt emuls ion properties meet the require ments in T able 1. The results of the laboratory testing of the asphalt emuls ion shall be s ent with the first load of asphalt emuls ion delivered to the job site. Additional test results will need to be sent with the first load of each new batch of asphalt emulsion blended. The Engineer may request that the Contractor pull a quality assurance sample of the asphalt

emulsion to be tested by an independent laboratory to assure the asphalt emulsion meets the requirements of Table 2.

Table 2			
Test		Minimum	Maximum
Residue from Distillation, %	ASTM D244[1]	63	
Oil distillate by distillation, %	ASTM D244[1]	0.5	
Sieve Test, %	ASTM D244[1]	0.1	
Penetration (TBD[2]), 25°C, dmm	ASTM D5	-25%	+25%

Modified ASTM D244 procedure - distillation temperature of 177°C with a 20 minute hold. The ASTM D244 vacuum distillation procedure may be substituted once the maximum oil distillate is satisfied.

TBD. To be determined from the mix design prior to emulsion manufacture for project. Penetration range will be reported on the submitted mix design.

3) Moisture Content. Prior to emulsion addition, moisture content shall be checked by microwave oven according to ASTM D 4643 or equivalent procedure. Other suitable methods are acceptable, such as direct heating or infrared. The minimum sample size recommended is 700 grams for the microwave procedure after screening through a % inch sieve. Check the moisture content on the same day that emulsion will be added. If rain has occurred after testing and before emulsion addition, re-check the moisture content. If the average moisture content is not within 1 percent of the mix design recommendation, then it shall be adjusted by moisture addition (water truck) or by aeration. If the moisture content has been manipulated, it shall be re-checked. The sample shall be to the depth of reclamation by any suitable method; make sure the sides of the sample hole are perpendicular to the road surface. Keep samples sealed until they are ready for testing. The moisture content shall be checked on at least each of three reclaimer passes on the first day of the recycling process. Moisture content sampling frequency shall be at the Engineer's discretion after the first day.

4) Emulsion Content. The amount of asphalt emulsion used shall be as recommended from the mix design. Any changes in asphalt emulsion content must be approved by the Engineer. The percentage of emulsion added shall be checked by determining the amount used by meter readings or truck weight tickets and by estimating the quantity of road reclaimed - depth, width, length, and estimated in-place density by Proctor density (mix design or field check) or nuclear density. On the first day of cold in-place recycling, the emulsion content shall be determined at a minimum on the first emulsion transport. Adjustments in equipment calibration shall be made if necessary. If adjustments are made, emulsion content shall be checked again. Thereafter, emulsion content shall be determined at a sampling frequency at the Engineer's discretion.

5) Depth Control. The reclaiming depth during all operations shall be monitored regularly to determine compliance with the plans. The depth shall be determined on each side of the reclaimer pass and shall be adjusted immediately as necessary.

6) Compaction. Density measurements are required; there are two options for reference density:

   a) Test strip density

   b) Modified Proctor (ASTM D1557, Method C) density.

   It is recommended that moisture and emulsi on contents be checked and establis hed before determination of reference density.

   Test Strip Option. If the sand cone method is used for test strip reference density, then it shall be used for acceptance testing. If the nuclear density gauge is used for test strip refer ence density, then it shall be used for acceptance tes ting. The test strip shall be at least 1000 feet long. The final roller pattern shall result in the maximum achiev able density with the ro llers specified. This roller pattern shall be used throughout the rest of the project. However, any signific ant changes with the road, such as materials, moisture content, or emulsion content, shall require a ne w test strip for roller pattern determination and new reference dens ity determination. A refer ence dens ity shall be deter mined on the test strip at a recommended three to five loca tions after finish rolling a nd measured by s and cone (ASTM D 1556) or nuclear gauge (ASTM D 2950, direct transmission). If measured, all subsequent material shall be compacted to a minimum of 97 per cent reference density of the test stri p average reference density at a sampling frequency to be determined by the Engineer. If accurate dry (nuclear) density results cannot be obtained, then wet density s hall be the reference. C orrection to dry density shall be by direct moisture measurement, as described in Section 5.3.

7) Reclaimed Base Contour and Profile. The contour and profile of the completed base shall be trimmed with a full-lane width roto-mill equipped with automatic electronic grade and slope control after the base has cured. The curing period will be determined per the requirements stated in Section 4.7.

Measurement. Cold In-Pla ce Recycling, Bituminous Pavement, as described b elow for this item, will be measured for payment by the square yard of the comp leted sections for the dept h specified. The work required for this process includes pulverizing the existing pavement with a reclaimer meeting the requirements of Section 3.3, adding water, if needed; then shaping and compacting the pulverized material to the satisfaction of the E ngineer. A second pass wi th a reclaimer is required and the asphalt emulsion is added during the second pass at a rate determined by the mix desig n and adjusted, if necessary, per directions from the asphalt emulsion supplier. All m anipulations, including blad ing and rolling; all labor, tools, equipm ent, testing for moistu re content and compaction and incidentals necessary to complete the work providing a stabiliz ed base meeting the requirements for density, shape a nd ride quality are included in the cost of this item. The Contractor is also responsible for their quality control.

Basis of Payment. All traffic control will be included in the contract item for Traffic Protection.

The recycled base will be paid at the c ontract unit price per square yard of Cold Recycled In-Place Bituminous Base Course, at the thickness specified on the plans. It shall include all items desc ribed under "Measurement".

Asphalt emulsion shall be paid for separately at the contra ct unit price per gallon of asphalt emulsion applied to the pulverized material as Bituminous Materials (Cold In-Place Recycling). The actual emulsion content will be adjusted based on the quantity necessar y to meet the design requirements as described herein and determined

in the approved mix design. The app lication rate may be modi fied during c onstruction based on deviations i n base thickness, weather or material properties.

SPECIAL PROVISION
FOR
LIDS AND FRAMES AND LIDS

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

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

SPECIAL PROVISION
FOR
FRAMES AND LIDS TO BE ADJUSTED, SPECIAL

Description. This work s hall consist of the stage adjustment of frames and lids or grates of existing drainage and utility structu res within the pavement ar ea where th e existing bitu minous surfa ce is to b e removed. All work shall be in accordance with t he applicable portions of Se ction 353, 406 and 603 of the Standard Specifications, at the locations shown in the plans or as designated by the Engineer and as herein specified.

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

Stage II shall consist of removing the bituminous material , adjusting the frame to it s final surface elevation and the replacement of the removed bituminous material with P.C. Concrete and/or Bituminous Concret e Material, meeting the requirements of Sections 3 53 and/or 406 of the Standard Specifications with the exception Bituminous Binder will not be allowed where Type 5 frames are encountered.

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

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

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

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

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

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

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

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

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

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

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

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

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

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

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

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

STATUS OF UTILITIES
UTILITIES TO BE ADJUSTED
PENNY ROAD
DUNDEE ROAD TO NEW SUTTON ROAD (IL-59)
SECTION: 08-A5701-03-FP

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
9630) 576-7092

Village of Barrington Hills
112 Algonquin Road
Barrington Hills, IL 60010
Attn: Dolores Trandel
Village Clerk
(847) 551-3000

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. Schulter
(630) 600-6348

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

Kinder Morgan
23725 W. County Farm Road
Shorewood, IL 60431
Attn: Craig Howard
(815) 272-9110
Ron Schrader (815) 693-0521

Enbridge Pipeline (Lakehead) L.L.C.
1500 W. Main Street
Griffith, IN 46319
Attn: Mark E. Varichak
(219) 922-3133X228

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175
Attn: Carl Schoedel
(630) 584-1170

Elgin, Joliet & Eastern Railway Co.
One North Buchanan Street
Gary, IN 46402
Attn: Raymond C. Baker
(219) 883-4307

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 ¼ 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 Q uantities and are to be used at t he direction of the Engineer. The Manholes, Catch Basins, Inlets, Storm Sewers or Pipe Cu lverts 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 ins pection. The accumulations shall be removed from the job s ite and disposed of in a manner meeting appropriat e regulations.

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

SPECIAL PROVISION
FOR
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS

Description. This project will result in a disturbance of one or more acres of total land area and will require compliance with the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit.

The Cook County Highway Department is the permittee, and all Contractors and Subcontractors involved in any soil disturbing activities will be required to confirm that they understand and will comply with all requirements of the permit by signing a Contractors Certification Statement. The Contractor shall adhere to the plans and complete required documents throughout construction. Sample documents are attached as part of this Special Provision.

A Storm Water Pollution Prevention Plan (SWPPP) shall be designed by the permittee and included in the project plans to be cooperatively implemented and updated by the Resident Engineer and Contractor for this project using good engineering practices. The plan shall identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges. In addition, the plan shall describe and ensure the implementation of best management practices (BMPs) which will be used to reduce the pollutants in storm water discharges associated with this project and assure compliance with the terms and conditions of the Storm Water Permit. Such practices may include mulching, geotextiles, silt fences, sediment traps, storm drain inlet protection and several others mentioned in the permit. The installation of these devices may be subject to Section 404 of the Clean Water Act. The plan will be signed by the County Superintendent of Highways and retained on-site.

A Sediment and Erosion Control Inspection Report will be completed once a week and after every ½ inch rainfall (5 inch snowfall event) by the Resident Engineer. All directions to the Contractor for required repairs/maintenance/installation of erosion and sediment control or any other necessary BMPs will be included in the report. The Contractor will sign the report to confirm his/her receipt of a copy.

If any required repairs/maintenance/installation of sediment and erosion control or any other BMPs are not completed by the Contractor or Subcontractors within the time specified by the Engineer (time will vary from 1/2 hour to 1 week based on the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge), the Resident Engineer shall complete and submit an Incidence of Non-compliance (ION) form to the Illinois Environmental Protection Agency.

Basis of Payment. Temporary erosion control items have been included in the Summary of Quantities. Additional items not included in the Summary of Quantities, but deemed necessary by the Resident Engineer to fulfill the requirements of the NPDES Permit and this Special Provision will be paid for according to Article 109.04 of the State Standard Specifications for Road and Bridge Construction.

Following is the list of documents that comprise the Special Provision for NPDES:

Permit Coverage Letter – Ilr40085 (1 Page)
General NPDES Permit Ilr40 (2 Pages)
General NPDES Permit Ilr10 (10 Pages)
Contractor Certification Statement (1 Page)
Erosion and Sediment Control Inspection Checklist (1 Page)
Erosion/Sediment Control Inspection Report (1 Page)

IEPA Incidence of Non-Compliance Form (1 Page)
Storm Water Pollution Plan Signed by Superintendent (5 Pages)

Illinois Environmental Protection Agency

1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276, 217-782-3397
James R. Thompson Center, 100 West Randolph, Suite 11-300, Chicago, Il 60601, 312-814-6026
Rod R. Blagojevich, Governor Renee Cipriano, Directo , 217-782 – 0610

2/9/20

Cook County Highway Dept
69 W Washington St Ste 2100 Chicago, Il. 60602

Re: Cook County Highway Dept - Municipal Separate Storm Sewer System
Npdes Permit No. Ilr400485
County: Cook
Notice Of Coverage Under General Permit

Dear NPDES Permittee:

We have received your Notice of Intent and have determined that storm water discharges from your municipal separate storm sewer syst em are appropriately covered by the attached NPDES general permit issued by the Agency.

The permit as issued cov ers Notice of Intent requirements, storm water management pr ograms, and monitoring, recordkeeping and reporting requirements. Attached is an Annual In spection Form that you must complete and submit to the Agency by the first day of June for each year that this permit is in effect.

Failure to meet any portion of the permit could result in civil and/or criminal pena lties. The Agency is ready and willing to assist you in interpreti ng any of the conditions of the permit as they relate to your municipal separate storm sewer system.

Your municipal storm sewer system was automatically co vered by this permit 30 days after your Notice of Intent application pursuant to the General Storm Wate r Permit for MS4's, Part I. Coverage Under This Permit, D. 3. The Agenc y realizes that you ma y have implement ed part of y our program, however, we have reviewe d your applic ation for any deficienc ies and app licability of the general perm it versus an individual permit. The final determination is that the general permit is applicable to your system.

This letter shows your perrnit number below y our nam e. Please reference this number in all futur e correspondence. Should you have any questions conc erning the permit, please contact the Permit Section at (217) 782-0610.

Very truly yours,

Alan Keller

Alan Keller, P. E.

Manager, Permit Section
Division of Water Pollution Control

Enclosure

AK:MED:\MS4 Coverage Letter

cc: Records Unit
Des_Plain es

Rockrodrd P022I Nortth Main. Street, Rockford, IL 61103 -(815) 987-7760 •
Des Plaines-9511 W. Harrison St., Des Plaines, IL 60016-(847) 294-4000
Elgin - 595 South State, Elgin, Il 60123 - (847) 608-3131•
Peoria - 5415 N. University St., Peoria, Il 61614 - (309) 693-5463
Bureau Of Land - Peoria - 7620 N. Univ ersity St., Peoria, Il 61614 - (309) 693-5462 • Cham paign - 2125 South First Street, Champaign, Il 61820 - (217) 278-58c
Springfield - 4500 S. Sixth Street Rd., Springfield, Il 62706 - (217) 786-6892 •
Collinsville - 2009 Mall Street, Collinsville, Il 62234 - (618) 346-5120
Marion - 2309 W. Main St., Suite 116, Marion, Il 62959 - (618) 993-7200
Printed On Recycled Paper

General Npdes Permit No. IIR40
Contents of this General Permit
Part I. Coverage Under This Permit
Part II. Notice of Intent Requirements
Part III. Special Conditions
Part IV. Storm Water Management Programs
Part V. Monitoring, Recordkeeping and Reporting
Part VI. Definitions and Acronyms
Attachment H. Standard Conditions

PART I. Coverage Under This Permit

1) Permit Area

This permit covers all areas of the State of Illinois.

2) Eligibility_

a) This permit authorizes discharges of storm water from small m unicipal s eparate storm sewer systems (MS 4s) as defined in 40 CFR 122.26(b)(16) as des ignated for permit authorization pursuant to 40 CFR 122.32.

b) This permit authorizes the following non-storm water discharges provided they have been determined not to be subs tantial contributors of pollutants to a particula r small MS4 applying for coverage under this permit:

i) water line and fire hydrant flushing,

ii) landscape irrigation water,

iii) rising ground waters,

iv) ground water infiltration,

v) pumped ground water,

vi) discharges from potable water sources,

vii) foundation drains,

viii) air conditioning condensate,

ix) irrigation water, (except for wastewater irrigation),

x) springs,

xi) water from crawl space pumps,

xii) footing drains,

xiii) storm sewer cleaning water,

xiv) water from individual residential car washing,

xv) routine external building washdown which does not use detergents,

xvi) flows from riparian habitats and wetlands,

xvii) dechlorinated pH neutral swimming pool discharges,

xviii) residual street wash water,

xix) discharges or flows from fire fighting activities

xx) dechlorinated water reservoir discharges, and

xxi) pavement washwaters where spills or leaks of toxic or hazar dous materials have not occurred (unless all spilled material has been removed).

c) Any municipality covered by this general permit is also granted automatic coverage under Permit No. ILRI 0 for the discharge of storm water associat ed with construction site activities for municipal construction projects dist urbing one acre or more. The permittee shall c omply with all the requirements of Permit ILR10 for all such construction projects.

3) Limitations on Coverage

The following discharges are not authorized by this permit:

Storm water discharges that are mi xed with non-storm water or stor m water associated with Industrial activity unless such discharges are:

a) In compliance with a separate NPDES permit, or

b) Identified by and in compliance with Part I.B.2 of this permit.

General NPDES Permit No. ILR10
Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276
www.epa.state.il.us
National Pollutant Discharge Elimination System
General NPDES Permit for Storm Water Discharges from Construction Site Activities
Issue Date: May 30, 2003
Effective Date: June 1, 2003

In compliance with the pr ovisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapt er I), and the Clean Water Act, and the regulations there under the following discharges are authorized by this per mit, in accordance with the conditions and attachments herein:

Permit Signed May 30, 2003
Toby Frevert, P.E.
Manager
Division of Water Pollution Control

PART I. Coverage Under This Permit

1) Permit Area. The permit covers all areas of the State of Illinois with discharges to any waters of the State.

2) Eligibility.

   a) This permit shall authorize all disc harges of storm water associated with indus trial activity from construction sites that will result in the di sturbance of one or more acres total land area, construction sites less than one acre of total land that is part of a larger common plan of development or sale if t he larger common plan will ultimately distur b one or more acres total land area or construction sites that are designated by the Agency that have the potential for contribution to a violation of water quality standard or significant contribution of pollutants to waters of the State, occurring after the effective date of this permit (including disc harges occu rring after the e ffective date of this permit where the cons truction activity was initiated be fore the effective date of this permit), except for discharges identified under paragraph I.B.3 (Limitations on Coverage).

   b) This permit may only aut horize a storm water dischar ge associated with industrial activity from a construction site that is mixed with a st orm wa ter discharge from an indus trial source other than construction, where:

      i) the industrial source other than construction is located on the same site as the construction activity;

      ii) storm water discharges associated with industria l activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and

iii) storm water discharges associated wit h industria l activity from the areas of t he site where industrial activity other than construction are occurring (including storm water dischar ges from dedicated as phalt plants and dedic ated concrete pl ants) are covered by a different NPDE S general permit or individual permit authorizing such discharges.

c) Limitations on Coverage. The following storm wa ter discharges f rom construction sites are not authorized by this permit:

i) storm water discharges associated with industrial activity that originate from the site after construction activities have been completed and the site has undergone final stabilization;

ii) discharges that are mixed with sources of non-storm water other than discharges identified in Part III.A (Prohibition on Non-St orm Water Discharges) of this permit and in c ompliance with paragraph IV.D.5 (Non-Storm Water Discharges) of this permit;

iii) storm water discharges associated with industrial activity that are subject to an existing NPDES individual or general per mit or which are i ssued a permit in accordance with Part VI.N (Requiring an Individual Permit or an Alternative General Permit) of this permit. Such discharges m ay be authorized under this permit after an ex isting permit expires provided the existing permit did not establish numeric limitations for such discharges;

iv) storm water discharges from constructi on site s that the Agency has determined to be or may reasonably be expected to be contributing to a violation of a water quality standard; and

v) Storm water discharges that the Agenc y, at it s discretion, determines are not appropriately authorized or controlled by this general permit.

vi) Storm water discharges to any receiving water identified under 35 Ill. Adm. Code 302.105(d)(6).

3) Authorization.

a) In order for storm water discharges from construction sites to be authorized to discharge ~~under this~~ general permit a discharger must submit a Notice of Intent (NOI) in accordance with the requirements of Part II below, us ing an NOI form provided by the A gency, or be covered by a valid Illinois General NPDES Construction Site Activities Permit.

b) Where a new operator (contractor) is selected afte r the submittal of an NOI under Part II below, a new Notice of Intent (NOI) must be submitted by the owner in accordance with Part II.

c) For projects t hat have complied with State la w on historic preser vation and endangered s pecies prior to submittal of the NOI, through coordination with the Illinois Historic Preservation Agency and the Illin ois Department of Natura l Res ources or through fulfillme nt of the terms of interagency agreements with those agencies, th e NOI shall indicate that such compliance has occ urred. Unless notified by the Agency to the contrary, dischargers who submit an NOI in accordanc e with the requirem ents of this permit are authorized to discharge storm water from construction sites

under the terms and conditions of this permit in 30 days after the date the NOI is post marked. The Agency may deny c overage under this permit and require s ubmittal of an application for an individual NPDES permit based on a review of the NOI or other information.

PART II. Notice of Intent Requirements

1) Deadlines for Notification.

   a) To receive authorization under this general permit, a discharge must either be covered by a valid Illinois Gener al NPDES Construction Site Permit, or a completed Notice of Intent (NOI) in accordance with Part VI.G (Signatory Requirement s) and the requirements of this part must be submitted prior to the commencem ent of construction. The NOI must be submitted at least 30 days prior to the commencement of construction.

   b) Discharges that are covered by a valid Illinois General NPDES Constr uction Site Activities Permit as of May 31, 2003 are automatically covered by this permit.

   c) A discharger may submit an NOI in accordance with the requirements of this part after the start of construction. In such instances, the Agency ma y bring an enforcement action for any disc harges of storm water associated with indus trial activity from a constructi on site that have occurred on or after the start of construction.

2) B. Failure to Notify. Dischargers who fail to notif y the Agency of their intent to be covered, and discharge storm water associated wi th construction site activity to Waters of the State without an NPDES permit, are in violation of the Environmental Protection Act and Clean Water Act.

3) Contents of Notice of Intent. The Notice of Int ent shall be signed in acc ordance with Part VI.G (Signatory Requirements) of this permit by all of the entities identified in paragraph 2 below and shall include the following information:

   a) The mailing address, and location of the construction site for whic h the notification is submitted. Where a mailing address for the site is not availabl e, the location can be described in terms of the latitude and longitude of t he approximate center of the facility to the nearest 15 seconds, or the nearest quarter section (if the section, township and range is provided) that the construction site is located in;

   b) The owner's name, address, tel ephone number, and status as Federal , State, private, public or other entity;

   c) The name, address and telephone numbe r of the general contractor(s) that have been identified at the time of the NOI submittal;

   d) The name of the receiving water(s), or if the discharge is thro ugh a muni cipal separate storm sewer, the name of the municipal operator of the storm sewer and the ultimate receiving water(s);

   e) The number of any NPDES permit for any discharge (including no n-storm water discharges) f rom the site that is currently authorized by an NPDES permit;

f) A yes or no indication of whether the owner or operator has existing quantitative data which describes the concentration of pollutants in storm water discharges (existing data should not be included as part of the NOI); and

g) A brief description of the project, estimated timetable for major activities, estimates of the number of acres of the site on which soil will be disturbed, and a certification that a storm water pollution prevention plan has been or will be prepared for the facility in accordance with Part IV of this permit prior to the start of construction, and such plan provides compliance with local sediment and erosion plans or permits and/or storm water management plans or permits in accordance with paragraph VI.G.1 (Signatory Requirements) of this permit. (A copy of the plans or permits should not be included with the NOI submission).

4) Where to Submit.

a) Facilities which discharge storm water associated with construction site activity must use an NOI form provided by the Agency. NOIs must be signed in accordance with Part VI.G (Signatory Requirements) of this permit. NOIs are to be submitted certified mail to the Agency at the following address:

NPDES Permit No. ILR10

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attention: Permit Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

b) A copy of the letter of notification of coverage or other indication that storm water discharges from the site are covered under an NPDES permit shall be posted at the site in a prominent place for public viewing (such as alongside a building permit).

5) Additional Notification. Facilities which are operating under approved local sediment and erosion plans, grading plans, or storm water management plans, in addition to filing copies of the Notice of Intent in accordance with Part D above, shall also submit signed copies of the Notice of Intent to the local agency approving such plans in accordance with the deadlines in Part A above. See Part IV.D.2.d (Approved State or Local Plans).

6) Notice of Termination. Where a site has been finally stabilized and all storm water discharges from construction sites that are authorized by this permit are eliminated, the permittee of the facility must submit a completed Notice of Termination that is signed in accordance with Part VI.G (Signatory Requirements) of this permit.

a) The Notice of Termination shall include the following information:

i) The mailing address, and location of the construction site for which the notification is submitted. Where a mailing address for the site is not available, the location can be described in terms of the latitude and longitude of the approximate center of the facility to the nearest 15

seconds, or the nearest quarter section (if the section, township and range is provided) that the construction site is located in;

ii) The owner's name, address, telephone number, and status as Federal, State, private, public or other entity;

iii) The name, address and telephone number of the general contractor(s); and

iv) The following certification signed in accordance with Part VI.G (Signatory Requirements) of this permit:

"I certify under penalty of law that all storm water discharges associated with construction site activity from the identified facility that are authorized by NPDES general permit ILR10 have otherwise been eliminated. I understand that by submitting this notice of termination, that I am no longer authorized to discharge storm water associated with construction site activity by the general permit, and that discharging pollutants in storm water associated with construction site activity to Waters of the State is unlawful under the Environmental Protection Act and Clean Water Act where the discharge is not authorized by a NPDES permit. I also understand that the submittal of this notice of termination does not release an operator from liability for any violations of this permit or the Clean Water Act."

For the purposes of this certification, elimination of storm water discharges associated with industrial activity means that all disturbed soils at the identified facility have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time, or that all storm water discharges associated with construction activities from the identified site that are authorized by a NPDES general permit have otherwise been eliminated.

b) All Notices of Termination are to be sent, using the form provided by the Agency, to the address in paragraph II.D.1.

PART III. Special Conditions, Management Practices, and Other Non-Numeric Limitations

1) Prohibition on Non-Storm Water Discharges.

a) Except as provided in paragraph I.B.2 and 2 below, all discharges covered by this permit shall be composed entirely of storm water.

b) Except as provided in paragraph b below, discharges of materials other than storm water must be in compliance with a NPDES permit (other than this permit) issued for the discharge.

The following non-storm water discharges may be authorized by this permit provided the non-storm water component of the discharges is in compliance with paragraph IV.D.5 (Non-Storm Water Discharges): discharges from fire fighting activities; fire hydrant flushings; waters used to wash vehicles where detergents are not used; waters used to control dust; potable water sources including uncontaminated water line flushings; irrigation drainages; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; uncontaminated ground water; and

foundation or footing drains wher e flows are not contaminated with process materials suc h as solvents.

2) Discharges into Receiving Waters With an Approved Total Maximum Daily Load (TMDL):

Discharges to waters for w hich there is a TMDL allo cation for sediment or a parameter that addressed sediment (such as total suspended solids, turbidity, or siltation) are not eligib le for coverage under this permit unles s you develop and certify a SWPPP t hat is consistent with the assumptions and requirements in the approved TMDL. To be eligible for coverage under this general permit, operators must incorporate into their SWPPP any c onditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. If a specific numeric wasteload allo cation has been established t hat would apply to the project's disc harges, the operator must incorpor ate that allocation into its SWPPP and implement necessary steps to meet that allocation.

NPDES Permit No. ILR10

3) Discharges c overed by this permit, alone or in c ombination with other source s, shall not c ause or contribute to a violation of any applicable water quality standard.

PART IV. Storm Water Pollution Prevention Plans

A storm water pollution prevention pl an shall be developed for each construction site cov ered by this permit. Storm water pollution prevent ion plans shall be prepared in a ccordance with good engineering practices. The plan shall identify pot ential sources of pollution which may reasonably be expected to affect the quality of storm water discharges ass ociated with construction site activity from the facility. In addition , the plan shall describe an d ensure the implementation of practi ces whic h will be used to reduce the pollutants in storm water discharges associated wit h construction site activity and to assure compliance with the terms and cond itions of this p ermit. Facilitie s must implement the provis ions of the storm water pollution prevention plan required under this part as a condition of this permit.

1) A. Deadlines for Plan Preparation and Compliance. The plan shall:

a) Be completed prior to the s tart of the construc tion to be covered under this permit and updat ed as appropriate; and

b) Provide for complianc e with the terms and schedule of t he plan beginning with the initiation of construction activities.

2) Signature, Plan Review and Notification.

a) The plan shall be signed in accordance with Part VI.G (S ignatory Requirements), and be retained on-site at the facility which generates the storm water discharge in a ccordance with Part VI.E (Duty to Provide Information) of this permit.

b) Prior to commencement of construction, the permi ttee shall provide writt en notification to the Agency of completion of the SWPPP and that said plan is available at the site.

c) The permittee shall make plans available upon request from this Agency or a local agency approving sediment and erosion plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system.

d) The Agency may notify the permittee at any time that the plan does not meet one or more of the minimum requirements of this Part. Such notification shall identify those provisions of the permit which are not being met by the plan, and identify which provisions of the plan requires modifications in order to meet the minimum requirements of this part. Within 7 days from receipt of notification from the Agency, the permittee shall make the required changes to the plan and shall submit to the Agency a written certification that the requested changes have been made. Failure to comply shall terminate authorization under this permit.

e) All storm water pollution prevention plans required under this permit are considered reports that shall be available to the public at any reasonable time upon request. However, the permittee may claim any portion of a storm water pollution prevention plan as confidential in accordance with 40 CFR Part 2.

3) Keeping Plans Current. The permittee shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the Waters of the State and which has not otherwise been addressed in the plan or if the storm water pollution prevention plan proves to be ineffective in eliminating or significantly minimizing pollutants from sources identified under paragraph D.2 below, or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity. In addition, the plan shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the storm water pollution prevention plan. Amendments to the plan may be reviewed by the Agency in the same manner as Part IV.B above.

4) Contents of Plan. The storm water pollution prevention plan shall include the following items:

a) Site Description. Each plan shall, provide a description of the following:

i) A description of the nature of the construction activity;

ii) A description of the intended sequence of major activities which disturb soils for major portions of the site (e.g. grubbing, excavation, grading);

iii) Estimates of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading, or other activities;

iv) An estimate of the runoff coefficient of the site after construction activities are completed and existing data describing the soil or the quality of any discharge from the site;

v) A site map indicating drainage patterns and approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking, areas of soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices

are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water; and

vi) The name of the receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site.

b) Controls. Each plan shall include a description of appropriate controls that will be implemented at the construction site. The plan will clearly describe for each major activity identified in paragraph D.1 above, appropriate controls and the timing during the construction process that the controls will be implemented. (For example, perimeter controls for one portion of the site will be installed after the clearing and grubbing necessary for installation of the measure, but before the clearing and grubbing for the remaining portions of the site. Perimeter controls will be actively maintained until final stabilization of those portions of the site upward of the perimeter control. Temporary perimeter controls will be removed after final stabilization). The description of controls shall address as appropriate the following minimum components:

NPDES Permit No. ILR10

Erosion and Sediment Controls.

1) Stabilization Practices. A description of interim and permanent stabilization practices, including sitespecific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included in the plan. Except as provided in paragraphs (i) and (ii) below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.

a) Where the initiation of stabilization measures by the 14th day after construction activity temporary or permanently cease is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.

b) Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 21 days) then stabilization measures do not have to be initiated on that portion of site by the 14th day after construction activity temporarily ceased.

2) Structural Practices. A description of structural practices to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may Include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. Structural practices should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA.

3) Best Management Practices for Impaired Waters. For any site which discharges directly to an impaired water identified in the Agency's 303(d) listing for suspended solids, turbidity, or siltation the storm water pollution prevention plan shall be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event. If required by federal regulations or the Illinois Environmental Protection Agency's Illinois Urban Manual, the storm water pollution prevention plan shall adhere to a more restrictive design criteria.

a) Storm Water Management. A description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA. This permit only addresses the installation of storm water management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization. Permittees are responsible for only the installation and maintenance of storm water management measures prior to final stabilization of the site, and are not responsible for maintenance after storm water discharges associated with industrial activity have been eliminated from the site.

i) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff onsite; and sequential systems (which combine several practices). The pollution prevention plan shall include an explanation of the technical basis used to select the practices to control pollution where flows exceed predevelopment levels.

ii) Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

iii) Unless otherwise specified in the Illinois Environmental Protection Agency's Illinois Urban Manual, the storm water pollution prevention plan shall be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event.

b) Other Controls.

i) Waste Disposal. No solid materials, including building materials, shall be discharged to Waters of the State, except as authorized by a Section 404 permit.

ii) The plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

c) Approved State or Local Plans.

i) The management practices, controls and other provisions contained in the storm water pollution prevention plan must be at least as protective as the requirements contained in Illinois Environmental Protection NPDES Permit No. ILR10 Agency's Illinois Urban Manual, 2002. Facilities which discharge storm water associated with construction site activities must include

in their storm water pollution prevention plan procedures and require ments specified in applicable sediment and erosion site plans or storm water management plans approved by local officials. Requirements specified in sedim ent and erosion s ite plans or sit e permits or storm water management site plans or site per mits approved by loc al officials that ar e applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under this permit, incorporated by reference and are enforceable under this permit even if they are not specifically included in a storm water pollution prevention plan required under this permit. This prov ision does not apply to provisions of mast er plans, comprehensive plans, non-enforceable guidelines or technical guidance document s that are not i dentified in a specific plan or permit that is issued for the construction site.

ii) Dischargers seeking alternative permit requirements are not authorized by this permit and shall submit an individual permit application in accordance with 40 CFR 122.26 at the address indicated in Part II.D (Wher e to Submit) of this permit, along with a desc ription of why requirements in approved local pl ans or permits should not be app licable as a condition of an NPDES permit.

iii) Maintenance. A description of procedures to maintain in good and effective operating conditions vegetation, erosion an d sediment control measures an d other protective measures identified in the site plan.

iv) Inspections. Qualified per sonnel (provided by t he permittee) shall inspect dist urbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days and within 24 hours of the end of a storm that is 0.5 i nches or greater or equivalent snowfall. Qualified personnel means a person k nowledgeable in the principles and practice of erosion and sediment controls, such as a licensed pr ofessional engineer or other knowledgeable person who possesses the skills to ass ess conditions at the construction site that could impact storm water quality and to assess the effectiv eness of any sediment and erosion control measures selected to control the quality of storm water dischar ges from the construction activities.

(1) Disturbed areas and areas used for storage of ma terials that are exposed to precipitation shall be ins pected for evi dence of, or the potential for, pollutant s entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operat ing correctly. Where dischar ge locations or points are accessible, they shall be inspected to asce rtain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

(2) Based on the results of the in spection, the description of potential pollutant sources identified in t he plan in ac cordance with paragraph IV.D.1 (Sit e Description) of this permit and pollution prevention measures identified in the plan in acc ordance with paragraph IV.D.2 (Controls) of this permit shall be r evised as appropriate as soon as practic able after such inspection. Such modifications shall provide for timely implementation of any changes to the plan within 7 calendar days following the inspection.

(3) A report summarizing the scope of the inspec tion, name(s) and qualifications of personnel making the inspection, the date(s) of the in spection, major obser vations relating to the implementation of the storm water polluti on prevention plan, and actions taken in accordance with paragraph b above shall be made and retained as part of the storm water pollution prevention plan fo r at leas t three years from the date that the permit coverage expires or is terminated. The report shall be signed in accordance with Part VI.G (Signatory Requirements) of this permit.

(4) The permittee shall c omplete and submit within 5 days an "Incidence of Noncompliance" (ION) report for any violation of the stor m water pollution prevention plan obs erved during an inspection conducted, incl uding those not required by t he Plan. Submission shall be on forms provided by the Agency and include specific information on the cause of noncompliance, actions which were taken to pr event any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance.

(5) All reports of noncomplianc e shall be signed by a responsible authority as defined in Part VI.G (Signatory Requirements).

(6) All reports of noncompliance shall be mailed to the Agency at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Compliance Assurance Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

d) Non-Storm Water Discharges - Except for flows from fire fighting activities, sources of non-storm water listed in paragraph III.A.2 of this permit t hat are combined with storm water discharges associated with industrial activity must be identi fied in the plan. The plan shall identify and insure the implementation of appropriate pollution prevention meas ures fo r the non-storm water component(s) of the discharge.

4) Additional requirements for storm water discharge from industrial ac tivities other than construction, including dedicated asphalt plants, and dedicated concrete plants. - This permit may only authorize a storm water discharge as sociated with industrial act ivity from a construc tion site that is mixed with a storm water discharge from an industrial source other than construction, where:

NPDES Permit No. ILR10

a) The industrial source other than construction is loc ated on the sa me site as the construction activity;

b) Storm water discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and

c) Storm water discharges associated with industrial activity from the areas of the site where industrial activity other than construction are occurring (including storm water discharges from dedicated asphalt plants (other than asphalt emulsion facilities) and dedicated concrete plants) are in compliance with the terms, including applicable NOI or application requirements, of a different NPDES general permit or individual permit authorizing such discharges.

5) Contractors.

a) The storm water pollution prevention plan must clearly identify for each measure identified in the plan, the contractor(s) or subcontractor(s) that will implement the measure. All contractors and subcontractors identified in the plan must sign a copy of the certification statement in paragraph 2 below in accordance with Part VI.G (Signatory Requirements) of this permit. All certifications must be included in the storm water pollution prevention plan except for owners that are acting as contractor.

b) Certification Statement. All contractors and subcontractors identified in a storm water pollution prevention plan in accordance with paragraph A [redacted] above shall sign a copy of the following certification statement before conducting any professional service at the site identified in the storm water pollution prevention plan:

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

The certification must include the name and title of the person providing the signature in accordance with Part VI.G of this permit; the name, address and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made.

PART V. Retention of Records

1) The permittee shall retain copies of storm water pollution prevention plans and all reports and notices required by this permit, and records of all data used to complete the Notice of Intent to be covered by this permit, for a period of at least three years from the date that the permit coverage expires or is terminated. This period may be extended by request of the Agency at any time.

2) The permittee shall retain a copy of the storm water pollution prevention plan required by this permit at the construction site from the date of project initiation to the date of final stabilization.

PART VI. Standard Permit Conditions

1) Duty to Comply.

The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of Illinois Environmental Protection Act and the CWA and is grounds for enforcement action; for permit termination, revocation and re-issuance, or modification; or for denial of a permit renewal application.

2) Continuation of the Expire d General Permit. This permit expires fi ve years from the date of issuance. An expired general permit continues in force and effect until a new general permit or an indiv idual permit is issued. Only those facilities authorized to discharge under the expiring general permit are covered by the continued permit.

3) Need to halt or reduce activity not a defense. It shall not be a defense for a permittee in an enforcement action that it would have been nec essary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

4) Duty to Mitigate. The permittee shall tak e all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adverse ly affecting human health or the environment.

5) Duty to Provide Information. The permittee shall furnish within a reasonable time to the Agency or local agency approving sediment and erosion plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer syst em with an NPDES permit, to the municipal oper ator of the system, any information which is requested to determine compliance with this permit. Upon request, the permittee shall also furnish to the Agency or local agency approving se diment and erosion plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activ ity whic h discharges through a municipal separate stor m sewer system with an NPDES permit, to the mun icipal operator of the syste m, copies of records required to be kept by this permit.

6) Other Information. When the per mittee becomes aware that he or s he failed to submit any relevant facts or submitted incorrect information in the Notice of Intent or in any other report to the Agency, he or she shall promptly submit such facts or information.

7) Signatory Requirements. All Noti ces of Intent, storm water pollu tion prevention plans, reports, certifications or information eit her submitted to the Agency or t he operator of a large or medium municipal separate storm sewer system, or that this permit requires be maintained by the permittee, shall be signed.

NPDES Permit No. ILR10

1) All Notices of Intent shall be signed as follows:

   a) For a corporation: by a res ponsible corporate officer. For the purpose of this section, a responsible corporate officer means:

      i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

      ii) the manager of one or more manuf acturing, production or operatin g facilities e mploying more than 250 persons or hav ing gr oss annual sales or expendi tures exceeding $25,000,000 (in

second-quarter 1980 dollars) if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

b) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or

c) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes

i) the chief executive officer of the agency, or

ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

2) All reports required by the permit and other information requested by the Agency shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

a) The authorization is made in writing by a person described above and submitted to the Agency.

b) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator, superintendent, or position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position).

c) Changes to authorization. If an authorization under paragraph I.C (Authorization) is no longer accurate because a different individual or position has responsibility for the overall operation of the construction site, a new authorization satisfying the requirements of paragraph I.C must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.

d) Certification. Any person signing documents under this Part shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant violations."

3) H. Penalties for Falsification of Reports. Section 309(c)(4) of the Clean Water Act provides that any person who knowingly makes any false material statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than $10,000, or by imprisonment for not more than 2 years, or by both. Section 44(j)(4) and (5) of the Environmental Protection Act provides that any person who knowingly makes any false statement, representation, or certification in an application form, or form pertaining to a NPDES permit commits a Class A

misdemeanor, and in addition to any ot her penalties provided by law is subject to a fine not to exceed $10,000 for each day of violation.

4) Penalties for Falsific ation of M onitoring Systems. The CWA provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit sha ll, upon conviction, be punished by fines and imprisonment described in Section 309 of the CWA. The Environmental Protection Act provides that any person who knowingly renders inaccurate any monitoring dev ice or record required in connection wi th any NPDES permit or with any discharge which is subject to the provisions of subsection (f) of Section 12 of the Act commits

5) Class A misdemeanor, and in addition to any other penalti es provided by law is subject to a fine not to exceed $10,000 for each day of violation.

6) Oil and Haz ardous Subst ance Liabil ity. Nothing in this permit shall be const rued to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under section 311 of the CWA.

7) Property Rights. The issuance of this permit does not convey any property rights of any sort, nor any exclusive priv ileges, nor does it aut horize any injury to private prope rty nor any invas ion of personal rights, nor any infringement of Federal, State or local laws or regulations.

8) Severability. The provis ions of this permit are seve rable, and if any provision of this permit, or the application of any provis ion of this per mit to any circumstance, is held invalid, the appl ication of suc h provision to other circumstances, and the remainder of this permit shall not be affected thereby.

9) Transfers. This permit is not transferable to any per son except after notice to the Agency. The Agency may require the discharger to apply for and obtain an individual NPDES permit as stated in Part I.C (Authorization).

10) Requiring an Individual Permit or an Alternative General Permit.

a) The Agency may require any person authorized by this permit to apply for and/or obtain either an individual NPDES permit or an alternative NP DES general perm it. Any interested person may petition the Agency to take action under

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This paragraph. Where the Agency requires a discharger authorized to discharge under this permit to apply for an indiv idual NPDES permit, the Agency shall notify the discharge r in writing that a permit application is required. This notification shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the disc harger to file the application, and a statem ent that on the effective date of t he individual NPDES permit or the alternative general permit as it applies to the individual permitte e, coverage under this general permit shall automatically terminate. Applications shall be submitted to the Agency indicated in Part II.D (Where to Submit) of this permit. The A gency may grant additional tim e to submit the application upon request of the applic ant. If a disc harger fails to submit in a ti mely manner an individual NPDES permit applic ation as required by the Agency under this paragraph, then the applicability of this permit to the individual NPDES permittee is aut omatically terminated at the end

of the day specified by the Agency for application submittal. The Agency may require an individual NPDES permit based on:

i) information received which indicates the receiving water may be of particular biological significance pursuant to 35 Ill. Adm. Code 302.105(d)(6);

ii) whether the receiving waters are impaired waters for suspended solids, turbidity or siltation as identified by the Agency's 303(d) listing;

iii) size of construction site, proximity of site to the receiving stream, etc.

The Agency may also require monitoring of any storm water discharge from any site to determine whether an individual permit is required.

b) Any discharger authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual permit. In such cases, the permittee shall submit an individual application in accordance with the requirements of 40 CFR 122.26(c)(1)(ii), with reasons supporting the request, to the Agency at the address indicated in Part II.D (Where to Submit) of this permit. The request may be granted by issuance of any individual permit or an alternative general permit if the reasons cited by the permittee are adequate to support the request.

c) When an individual NPDES permit is issued to a discharger otherwise subject to this permit, or the discharger is authorized to discharge under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the effective date of the individual permit or the date of authorization of coverage under the alternative general permit, whichever the case may be. When an individual NPDES permit is denied to a discharger otherwise subject to this permit, or the discharger is denied for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee remains in effect, unless otherwise specified by the Agency.

11) State/Environmental Laws. No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.

12) Proper Operation and Maintenance. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of storm water pollution prevention plans. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.

13) Inspection and Entry. The permittee shall allow the IEPA, or an authorized representative upon presentation of credentials and other documents as may be required by law, to:

a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;

b) Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;

c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and

d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

14) Permit Actions. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

PART VII. Reopener Clause

1) If there is evidence indicating potential or realized impacts on water quality due to any storm water discharge associated with industrial activity covered by this permit, the discharger may be required to obtain an individual permit or an alternative general permit in accordance with Part I.C (Authorization) of this permit or the permit may be modified to include different limitations and/or requirements.

2) Permit modification or revocation will be conducted according to provisions of 35 Ill. Adm. Code, Subtitle C, Chapter I and the provisions of 40 CFR 122.62, 122.63, 122.64 and 124.5 and any other applicable public participation procedures.

3) The Agency will reopen and modify this permit under the following circumstances:

a) the U.S. EPA amends its regulations concerning public participation;

b) a court of competent jurisdiction binding in the State of Illinois or the 7th Circuit issues an order necessitating a modification of public participation for general permits; or

c) to incorporate federally required modifications to the substantive requirements of this permit.

PART VIII. Definitions

1) "Agency" means the Illinois Environmental Protection Agency.

2) "Best Management Practices" ("BMPs") means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

3) "Commencement of Construction" - The initial disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.

4) "CWA" means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. (96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et.seq.)

5) "Dedicated portable asphalt plant" - A portable asphalt plant that is located on or contiguous to a construction site and that provides asphalt only to the construction site that the plant is located on or adjacent to. The term dedicated portable asphalt plant does not include facilities that are subject to the asphalt emulsion effluent limitation guideline at 40 CFR 443.

6) "Dedicated portable concrete plant" - A portable concrete plant that is located on or contiguous to a construction site and that provides concrete only to the construction site that the plant is located on or adjacent to.

7) "Dedicated sand or gravel operation" - An operation that produces sand and/or gravel for a single construction project.

8) "Director" means the Director of the Illinois Environmental Protection Agency or an authorized representative.

9) "Final Stabilization" means that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70% the cover for unpaved areas and areas not covered by permanent structures has been established or equivalent stabilization measures (such as the use of riprap, gabions or geotextiles) have been employed.

10) "Large and Medium municipal separate storm sewer system" means all municipal separate storm sewers that are either:

a) Located in an incorporated place (city) with a population of 100,000 or more as determined by the latest Decennial Census by the Bureau of Census (these cities are listed in Appendices F and G of 40 CFR Part 122); or

b) Located in the counties with unincorporated urbanized populations of 100,000 or more, except municipal separate storm sewers that are located in the incorporated places, townships or towns within such counties (these counties are listed in Appendices H and I of 40 CFR Part 122); or

c) Owned or operated by a municipality other than those described in [redacted] and that are designated by the Director as part of the large or medium municipal separate storm sewer system.

i) "NOI" means notice of intent to be covered by this permit (see Part II of this permit.)

ii) "Point Source" means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharges. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

iii) "Runoff coefficient" means the fraction of total rainfall that will appear at the conveyance as runoff.

iv) "Storm Water" means storm water runoff, snow melt runoff, and surface runoff and drainage.

v) "Storm Water Associated with Industrial Activity" means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from the NPDES program. For the categories of industries identified in subparagraphs (i) through (x) of this subsection, the term includes, but is not limited to, storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at 40 CFR 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water. For the categories of industries identified in subparagraph (xi), the term includes only storm water discharges from all areas

listed in the previous sentence (except access roads) where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery are exposed to storm water. For the purposes of this paragraph, material handling activities include the: storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots as long as the drainage from the excluded areas is not mixed with storm water drained from the above described areas. Industrial facilities (including industrial facilities that are Federally or municipally owned or operated that meet the description of the facilities listed in this paragraph (i)- (xi)) include those facilities designated under 40 CFR 122.26(a)(1)(v). The following categories of facilities are considered to be engaging in "industrial activity" for purposes of this subsection:

1) Facilities subject to storm water effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR Subchapter N (except facilities with toxic pollutant effluent standards which are exempted under category (xi) of this paragraph);

2) Facilities classified as Standard Industrial Classifications 24 (except 2434), 26 (except 265 and 267), 28, 29, 311, 32, 33, 3441, 373;

3) Facilities classified as Standard Industrial Classifications 10 through 14 (mineral industry) including active or inactive mining operations (except for areas of coal mining operations meeting the definition of a reclamation area under 40 CFR 434.11(l)) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge storm water contaminated by contact with or that has come into contact with, any overburden, raw material, intermediate products, finished products, byproducts or waste products located on the site of such operations; inactive mining

operations are mining sites that are not being actively mined, but which have an identifiable owner/operator;

4) Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under Subtitle C of RCRA;

5) Landfills, land application sites, and open dumps that have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under Subtitle D of RCRA;

6) Facilities involved in the recycling of materials, including metal scrapyards, battery reclaimers, salvage yards, and automobile junkyards, including but limited to those classified as Standard Industrial Classification 5015 and 5093;

7) Steam electric power generating facilities, including coal handling sites;

8) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42, 44, and 45 which have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or which are otherwise identified under subparagraphs (i)-(vii) or (ix)-(xi) of this subsection are associated with industrial activity;

9) Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 mgd or more, or required to have an approved pretreatment program under 40 CFR 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and which are not physically located in the confines of the facility, or areas that are in compliance with 40 CFR 503;

10) Construction activity including clearing, grading and excavation activities except: operations that result in the disturbance of less than one acre of total land area which are not part of a larger common plan of development or sale unless otherwise designated by the Agency pursuant to Part I.B.1.

11) Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 267, 27, 283, 31 (except 311), 34 (except 3441), 35, 36, 37 (except 373), 38, 39, 4221-25, (and which are not otherwise included within categories (i)-(x)).

"Waters" mean all accumulations of water, surface and underground, natural, and artificial, public and private, or parts thereof, which are wholly or partially within, flow through, or border upon the State of Illinois, except that sewers and treatment works are not included except as specially mentioned; provided, that nothing herein contained shall authorize the use of natural or otherwise protected waters as sewers or treatment works except that in-stream aeration under Agency permit is allowable.

ILR10 05/03 bah.doc

COOK COUNTY
BUREAU OF ADMINISTRATION
DEPARTMENT OF HIGHWAYS
John J. Yonan, P.E.
Superintendent of Highways
Cook County Administration Building
69 West Washington Street 23rd Floor
Chicago, Illinois 60602-3007
Telephone (312) 603-1600-01
Fax (312) 603-9945

CONTRACTOR CERTIFICATION STATEMENT

This certification statement is required as part of the National Pollutant Discharge Elimination System General Permit No. ILR10 issued by the Illinois Environmental Protection Agency and is part of the Storm Water Pollution Prevention Plan / Erosion Control Plan for this project. All Contractors and Subcontractors involved in the implementation of the erosion and sediment control plan must sign a Contractor Certification Statement before conducting any professional service at the site identified in the plan.

Project Information:

Project: _____

Limits: _____

Resident Engineer: _____

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit ILR10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

_____

Name (PRINT) Telephone Number

_____

Signature

_____

Title

_____

Name of Firm

_____

Street Address

_____

City State Zip

National Pollutant Discharge Elimination System (NPDES)

EROSION AND SEDIMENT CONTROL INSPECTION CHECKLIST

COOK COUNTY
BUREAU OF ADMINISTRATION
DEPARTMENT OF HIGHWAYS
John J. Yonan, P.E.
Superintendent of Highways
Cook County Administration Building
69 West Washington Street 23rd Floor
Chicago, Illinois 60602-3007
Telephone (312) 603-1600-01
Fax (312) 603-9945

Date of Inspection: _____ Project: _____
Name of Inspector: _____ Limits: _____
Type of Inspection: _____
Time of Inspection: _____ Contract Number: _____

Stage of Construction:

- ☐ Pre-Construction Plan Review
- ☐ Clearing and Grubbing
- ☐ Rough Grading
- ☐ Building Construction
- ☐ Finishing Grade
- ☐ Final Stabilization

Inspection Checklist:

1.	Have all denuded areas requiring temporary or permanent ESC been stabilized?	Y	N	N/A
2.	Are soil stockpiles adequately stabilized with seeding and/or sediment trapping measures?	Y	N	N/A
3.	Are finished cut and fill slopes adequately stabilized?	Y	N	N/A
4.	Do all operational storm water inlets have adequate inlet protection?	Y	N	N/A
5.	Are soil and mud kept off public roadways at intersections with site access roads?	Y	N	N/A
6.	Have all temporary control structures that are no longer needed been removed?	Y	N	N/A
7.	Have all control structure repairs and sediment removal been performed?	Y	N	N/A
8.	Are properties and waterways downstream from development adequately protected from erosion and sediment deposition due to increases in storm water runoff?	Y	N	N/A

Note:

Weather Conditions: _____

National Pollutant Discharge Elimination System (NPDES)
EROSION / SEDIMENT CONTROL
INSPECTION REPORT

COOK COUNTY
BUREAU OF ADMINISTRATION
DEPARTMENT OF HIGHWAYS
John J. Yonan, P.E.
Superintendent of Highways
Cook County Administration Building
69 West Washington Street 23rd Floor
Chicago, Illinois 60602-3007
Telephone (312) 603-1600-01
Fax (312) 603-9945

Date of Inspection: _____

Name of Inspector: _____

Type of Inspection: _____

Weekly ❒

> 0.5-inch Rain ❒

Project: _____

Limits: _____

District #: _____

Contract #: _____

NPDES Permit #: ILR400485

Contractor: _____

Subcontractors: _____

Are all temporary and permanent controls contained in the pollution prevention / erosion and sediment control plan in place as directed by the Engineer? ❒ Yes ❒ No If No, why not?

_____

Are the temporary and permanent erosion and sediment controls which have been installed operating correctly? ❒ Yes ❒ No
If No, what additional controls or adjustments is the Contractor hereby directed to install or perform?

_____

Are the erosion and sediment controls being properly maintained? ❒ Yes ❒ No If No, what maintenance is the Contractor hereby directed to perform?

_____

Is there tracking of sediment from locations where vehicles enter and leave the project? ❒ Yes ❒ No
If Yes, describe the location(s) and the actions the Contractor is hereby directed to perform.

_____

Appropriate corrective action as directed by the Resident Engineer must be taken as soon as practicable by the Contractor.

Have the additional controls, adjustm ents or maintenance directed as a re sult of the last inspection been implemented? ☐ Yes ☐ No If N o, the Contractor is hereby not ified that no further work activity will be permitted to take plac e until the needed corrective measures have been taken. An Incidence of Non-Compliance Form must be completed and sent to the IEPA within 5 days of the occurrence.

Has the Contractor/Subcontractor been given a copy of this report? ☐ Yes ☐ No Contractor's Initials _____

Resident Engineer
Cook County Highway Department

ILLINOIS ENVIRONMENTAL PROTECTIO N AGENCY
CONSTRUCTION SITE ST ORM WATER DISCHARGE
INCIDENCE OF NON-COMPLIANCE (ION)

PERMITTEE NAME:	LAST FIRST MIDDLE INITIAL													AREA CODE + PHONE		
STREET:									CITY:	ST:					ZIP:	
CONSTRUCTION																
COUNTY:										SECTION:	TOWNSHIP:				RANGE:	
NPDES PERMIT	I	L	R	1	0					LATITUDE:	DEG.	MIN.	SEC.	DEG. LONGITUDE:	MIN. SEC.	

CAUSE OF NON-COMPLIANCE:

ACTIONS TAKEN TO PREVENT ANY FURTHER NON-COMPLIANCE:

ENVIRONMENTAL IMPACT RESULTING FROM THE NON-COMPLIANCE:

ACTIONS TAKEN TO REDUCE THE ENVIRONMENTAL IMPACT RESULTING FROM THE NON-COMPLIANCE:

SIGNATURE: _____ TITLE: DATE:

MAIL COMPLETED FORM TO:

(DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED)

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF WATER POLLUTION CONTROL
COMPLIANCE ASSURANCE SECTION #19
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

FOR OFFICE USE ONLY

LOG:
PERMIT NO. ILR10___ ___ ___ ___
DATE:

Information required by this form must be provided to comply with 415 ILCS 5/39(1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

Project:
COOK COUNTY
BUREAU OF ADMINISTRATION
DEPARTMENT OF HIGHWAYS
Location:
Storm Water Pollution Prevention Plan
County:

Limits: _____

Section: _____

This plan has been prepared to comply with the provis ions of the National Poll utant Discharge Elimination System (NPDES) ILR10 Permit, issued by the Illinoi s Environmental Protection Agency for storm water discharges from Construction Site Activities.

I certify that under penalty of law that this docum ent and all attachments were prepared under my direction or supervision in accordance with a system desi gned to assure that qualifie d personnel proper ly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons dire ctly responsible for gat hering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware t hat there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

_____ _____
Signature Date

Superintendent of Highways
Title

1. SITE DESCRIPTION

The following is a description of the construction activity which is the subject of this plan:

The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation, and grading: (To be completed by the Resident Engineer and Contractor.)_____

_____
_____
_____
_____
_____
_____
_____
_____

The total area of the project is ___ (acres). The total area of the site expected to be disturbed by excavation, grading, or other soil breaking activities is ___ (acres).

The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is incorporated by reference into this plan. Information describing the soils at the site, including soil boring logs and soil profiles, is contained in the soils report for the project and is incorporated by reference into this plan.

According to the Soil Survey of Cook County, Illinois, soils present within project limits are_____ _____, _____, _____, and _____.

The design/project report and plan documents are incorporated by reference and contain site maps, drainage patterns, approximate slopes before and after major grading activities, areas of major soil disturbance, locations of stabilization practices to be implemented during construction, location of all surface waters and wetlands within project limits, and location of storm water outfalls.

The names of receiving water(s) and aerial extent of wetland acreage at the site are also in the project report and plan documents. Receiving waters: _____. The proposed improvements are located within the_____watershed – _____ sub-watershed.

The primary storm water discharge points are as follows:

Sta. _____ _____
Sta. _____ _____

2. CONTROLS

Perimeter Erosion Barrier – A silt fence will be placed adjacent to areas of construction to intercept waterborne silt and prevent it from leaving the site. These areas are indicated on the drainage plans. This control measure will be in place and functioning prior to any ground breaking.

Erosion Control Blanket – Erosion c ontrol blanket s hall be placed over all disturbed areas that have been brought to final grade if sodding is not installed within 24 hours and at any time and location as deem ed necessary by the Res ident Engineer to protect slopes fr om erosion. Erosion C ontrol Blanket with green dye is NOT acceptable.

Stone Rip Rap – Stone riprap will be m aintained ar ound the box culvert, pipe culvert, embankment near STA. _____ to protect against scour and prevent erosion.

Temporary Ditch Checks – Rolled exce lsior or urethane/foam ditch checks may be used as directed by the Resident Engineer. Silt fence (sta tewide) and straw bales (District #1) are not allowed as temporary ditch checks.

Temporary Tree Protection – Shall cons ist of temporary fencing and tree trunk protection as directed by the Resident Engineer in accordance wi th Article 201.05 of the IDOT St andard Specifications for Road and Bridge Construction.

Sodding (for residential ar eas) – Sodding shall be used to stabilize al l disturbed areas wi thin 24 hours of final grading. If sodding is not in place within 24 hrs of final grading, erosion control blanket is to be used to protect exposed soils until sodding is installed.

Permanent Seeding (for non-residential areas) - Seeding, Clas s 2A shall be used to stabilize all disturbed parkway areas within 24 hours of final grading. Biodegradab le, lightweight erosi on control blanket is preferred as mulch for its stability. ECB containing green dye is not acceptable.

Inlet Pipe Protection –Inlet pipe protection shall be provided for those structures in the parkway as shown in the plans. Drainage structure inlet filter s will be pl aced and maint ained at thos e locations indicated on the drainage plans and as directed by the Engineer.

Diversion of Stream flow – Throughout culvert or bridge insta llation, the Contractor shall maint ain the flows by using a diversion channel and/or by -pass piping /pumping to divert flows through or around the work area.(see special provis ion) If a diversion channel is used, the channel walls and bed shall be protected from soil erosion by use of erosion control blanke t, plastic sheeting, or by a method approved by the Engineer. When operating under permit, the authorizing So il and Water Conservation Distric t must also approve the method of diversion.

Isolation of Work Area - Prior to culvert or bridge inst allation, the Contractor shall isolate the work area from flowing water through the use of cofferdams. The s ystem must be approved by the Engineer and by the authorizing Soil and Water Conservation District (see special provision)

Dewatering Operations - The Contractor shall use a su mp pit for dewatering the is olated work area. Water from the sump pit shall be discharged to a sediment basin or sediment bag of adequate size to provide for settlement prior to being dischar ged to the drainage system . The discharge of water from dewatering operations directly into the stream or drainage system is strictly prohibited.

The Contractor shall initiat e stabili zation measures as soon as pr acticable on portions of the site wher e construction activities hav e ceased (permanently or temporarily) and at any time and location deemed necessary and as directed in writing by the Engineer.

The Contractor shall provide and install stabilization measures (permanently or temporarily) as needed prior to the cessation of work at the end of the construction season which will provide adequate protection until work is resumed. The Contractor shall maintain these measures throughout the dormant period.

Contractor: _____

Other Controls

Waste Disposal – No solid materials, including building materials, shall be discharged into waters of the state, except as authorized by a Section 404 permit.

The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

Approved State or Local Plans

The management practices, controls, and provisions contained in this plan will be in accordance with IDOT Standard Specifications for Road and Bridge Construction (2002) and the IEPA Illinois Urban Manual (1995).

MAINTENANCE

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan.

During construction the Contractor shall:

Clean up and grade the work area to eliminate concentration of runoff.
Cover the open ends of pipes in trenches at the close of each workday.
Maintain or replace erosion and sediment control items.

Prior to any landscaping/restoration work, the Contractor shall:

Remove and dispose of silt retained by the temporary ditch checks as directed by the resident engineer.
Reinstall temporary ditch checks after cleaning.

All maintenance of erosion control systems will be the responsibility of the Contractor. All locations where vehicles enter and exit the construction site and all other areas subject to erosion should be inspected at least once every seven days and within 24 hours or the end of each ½ in. or greater rainfall event, or an equivalent snowfall (5 in.).

Inspection procedures shall be followed as outlined below.

INSPECTIONS

Qualified per sonnel shall inspect disturbed areas of the constructi on site which have not been fully stabilized, structural control measures, and locatio ns where ve hicles enter or exit the site. Suc h inspections shall be conducted at least once every s even (7) calendar days and with in 24 hours of the end of a storm that is ½ in. or greater rainfall or equivalent snowfall (5 in.).

Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants enter ing the drainage system. Erosion and sediment control measures identified in the plan sh all be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they sha ll be inspected to ascertain whether erosion control measures are effective in preventing s ignificant impa cts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

Based on the results of the inspect ion, the description of potential pollutant sour ces identified in section a) above and pollution prev ention measures ident ified in section a) above shall be r evised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 24 hours following the inspection (a m ark-up plan s howing accurate locations and types of BMPs used must be kept.)

A report summarizing the scope of th e inspection, name(s) and qualificat ions of personnel making the inspection, the date(s) of the ins pection, major obser vations relating to the impl ementation of this storm water pollution plan, and actions taken in accordance with section b) shall be m ade and retained as part of the plan for at least three (3) years after the dat e of the inspection. The report shall be signed i n accordance with Part VI G of the general permit.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified v iolation. The Res ident Engineer or Res ident Technician shall use for ms provided by the Illinois Environm ental Protection Agency a nd shall include spec ific information on the caus e of non-comp liance, actions whic h were taken to prev ent any further causes of non-compliance, and a statement deta iling any envir onmental impact wh ich may have result ed from the non-compliance. All repor ts of noncomplianc e shall be signed by a responsible authority in accordance with Part VI. G of the general permit. The repor t of non-complianc e shall be mailed to the following address:

Illinois Environmental Pollution Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, IL 62794-9276

NON-STORM WATER DISCHARGES

Except for flows from fire fighting activities, source s of non-storm water that is combined with storm water discharges associated with the industr ial activity addressed in the plans are descri bed below. Appropriat e

pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge.

The only source of non-storm water discharge within the project limits will be from watering of seeding or for erosion control and landscaping purposes.

EVIDENCE OF COMPLIANCE WITH OTHER LAWS
Endangered Species Act

As part of the Biological Resource Review for the project, an evaluation of habitat for federally listed endangered and threatened species was conducted by the U. S. Fish and Wildlife Service. No suitable habitat for species listed as occurring in Cook County was found to be present.
National Historic Properties Act of 1966

A cultural resource review was made for this project as part of the planning process. It included research and documentation concerning historical and archeological resources and sites, and a field archeological survey. The project received concurrence from the Illinois State Historic Preservation Officer that no historic properties subject to protection under Section 106 of the National Historic Preservation Act of 1966, as amended, will be affected by the proposed construction activities.

State Endangered and Threatened Species

The Illinois Department of Natural Resources participated in the Biological Resources Review encompassing the entire _____ _____ improvement and requested coordination with the Cook County Highway Department due to potential impacts to:

N/A
(impacted areas)

This area is located:

N/A
(description here with reference to the project road)

Early coordination was completed with all necessary clearance received from the IDNR on:

N/A
(clearance letter date here)

Clean Water Act: Wetlands and Waters of the U.S.

This project is operating under Section 404 of the Clean Water Act General Permit Application # N/A as approved by the US Army Corps of Engineers on N/A.

This project shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the IL Environmental Protection Agency.

If the project will impact 0.10 acre or more of wetlands, mitigation of 1.5:1 is required under federal regulations.

References

Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, January 1, 1997

Illinois Urban Manual, United States Department of Agriculture – Natural Resources Conservation Service, September 1995

National Pollutant Discharge Elimination System (NPDES) Storm Water Permit No. ILR10, Illinois Environmental Protection Agency – Division of Water Pollution Control.

SPECIAL PROVISION
FOR
SEEDING

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

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

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

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

250.07 Seeding Mixtures. Revise Table I Seeding Mixtures

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

80 lbs./acre Kentucky Bluegrass

45 lbs./acre Kentucky 31 or Alta Fescue

30 lbs./acre Perennial Ryegrass

15 lbs./acre Redtop or Creeping Red Fescue

SPECIAL PROVISION
FOR
SODDING

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

252.09 Supplemental Watering. Revise the third sentence to read:

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

252.11 Inspection. Revise the first paragraph to read:

The Contractor shall notify the Cook County Highway Department of the localities from which the sod is to be obtained so that an authorized re presentative of the Highway Depar tment can inspect t he 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 rejec ted and removed from t he job immediately and shal l be replac ed with suitable sod at the Contractor's expense.

To insure the delivery of s uitable field s od, three wee ks 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 con duct inspections of the wo rksite at a frequency tha t will a llow for the timely replacement of any traffic contro l dev ice that has become dis placed, 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 CONTROL DEVICES - DETOUR ROUTING

Description. This work shall cons ist of the furnishi ng of Sign Panel Type 1 and/ or Type 2, complete with reflectorized sign faces, legend and supplemental panels; installing them on sign supports, si gn structures, traffic signal standard or light standard, as determined appropriate and consistent with the requirements set forth in the State of Illinois "Manual on Uniform Traffic Control Devices for Streets and Highways," the daily monitoring and maintenanc e of these in stallations; and the removal of t he entire assembly and restoration of area upon completion of project.

Materials. The sign panel materials shall be as specified in Sections 1090, 1091 and 1092 of the Standard Specifications for Road and Bridge Construction. When the installation of sign supports is nec essary, they shall meet the requirements for Me tal Post Type B of Article 1006.29 of the S tandard Spec ifications for Road and Bridge Construction.

Installation Requirements. Type 1 and/or Type 2 sign panels shall be installed using all required supporting and mounting hardware in accordance wi th the details shown in the plans or as directed by the Engineer. When used, the metal posts may be driven by hand or mechanical means to a minimum depth of 1.2 m (4.0 feet) measured from the ground line or as shown in the plans. The post shall be protected by a suitable driving cap and if required by the Engineer, the material around the post will be compacted after driving.

If the post is too long, the Contractor may choose to cut the post or embed it further in the ground; however, no splicing of metal posts will be a llowed. Any post so cut shall have the cut end completely deburred and treated with a zinc rich paint.

The Contractor shall be res ponsible for the proper elevat ion, offset and orientation of all posts as indicated on the plans or as directed by the Engineer.

All posts will be of sufficient length to allow a 2.1 m (7 Foot) clear-height in urban areas and a 1.5 m (5 Foot) clear-height in rural areas, or as directed by the Engineer (bottom of panel to elevation of edge of pavement). The tops of all posts s hall be nearly flush with the top of the sign and shall not protrude above the sign.

Basis of Payment. This work shall be paid for at th e contract lump sum price fo r Traffic Contr ol Devices - Detour Routing, whic h price shall be payment in full for all labor, ma terial, transportation, handling and incidentals necessary to furnish, install, monitor daily, maintain, remove all Sign Panels Type 1 and/or Type 2 and Metal Post Type B indicated on the detour plan and as directed by the Engineer

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 specif ic authorization for relocati on or removal is received from the Engineer.

The Contractor shall ensur e that all traffic control de vices 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 met hod to allay dust and prevent a nuisance. T his shall be done pref erably by sprinkling the Subgrade or the por tion of pavement used by trucks or busses with water. If condi tions warrant, this shall receiv e constant attention by the Contractor. Calcium Chloride shall not be used f or this purpose . No extra compensat ion shall be allowed the Contractor for this work.

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

Construction signs referring to daytime lane clos ures 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 c onstruction operations, the Contractor will be pr ovided a s ign log of all existing signs within the limits of the constr uction zone. The Contractor is res ponsible for verifying the accuracy of the sign log. Throughout the duration of this project, all ex isting t raffic signs shall be maint ained by the Contractor. A ll provisions of Arti cle 107.25 of the Standard Sp ecifications s hall apply ex cept 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 t he prime ceases. The sign shall be er ected a minimum of 150m (500 feet) preceding the start of the prime and on all s ide roads within the posted area. The "Fresh Oil" sign on the side road shall be posted a minimum of 60m (200 feet) from the mainline pavement.

"Rough Grooved Surface" signs (W8-I107) shall be us ed when the road has been cold milled and open t o traffic. The signs shall remain in place until the milled su rface 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 road s within the posted area. The "Rough Grooved Surface" signs on the si de roads shall be posted 60m (200 feet) from the mainline pavemen t. All signs shall have a 450m m x 450mm (18" x 18") orange flag and amber flashing light attached.

Whenever a lane is closed to traffic using Standar d 701 606, 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 vehic le, equipment, work ers or their activities infringe on the s houlder or within 4.5m (15 feet) of the traveled way and the traveled way remains unobstructed, then the applic able Tr affic 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 properly 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 si des 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 res trictions shall pertain to roads as defin ed in the Illin ois Highway Code, Article 2, Division 1, Se ction 2-101, 2-102, and 2-103 when c onstruction 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 defic iencies regarding traffic control and protection. The Contractor shall dispatch worker s, materials and equipment to corre ct 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 wi thin 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 constr uction of this project. The Contractor shall also maintain areas to entrances and side roads along the pr oposed improvement. Interference with traffic movements and inconv enience to owners of abutting pr operty and the public s hall be kept to a minimum. Any delays or inconveniences caused to the Contractor by complyin g 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 hole s in the pavement being used by the traveling public. Lane closures, if allowed, wi ll be in accordanc e with the app licable 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 clos ures nor restrictions shall be permitted except those c overed by the Traffic Cont rol Highway Standards without written approval by the Engineer.

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

Pavement Markings. Temporary Pavement Marking Pa int 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 s igns 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 s hall be applied as solid unbroken li nes 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 (ambe r) pavement markers (Section 781 and Article 1096.02 of the Standard Specific ations) shall be used, and repl aced 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 s hall include the furnishing, installing, maintaining, relocation and removal of traffic c ontrol devices required in the plans and these special provis ions 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 fo r TRAFFIC PROTECTION, which price s hall be payment in full for all labor, materials, tr ansportation, handling and inc identals necessary to furnish, inst all, maintain, replace, reloc ate and remove all traffic control dev ices when required, such as signing, arrow boards, barricades, plastic drums, road closures, paint pav ement marking lines and letters and symbols (Section 780 and Article 1095.02 of the Standard S pecifications), temporary concre te barrier vertical panels and lights (Standard 702001), flexib le delineators (Standard 702001), prismati c barrier reflectors (S ections 782 and 1097 of the Standard Spec ifications), temporary raised reflec tive pavement markers (Section 781 and Article 1096. 02 of the Standard Specif ications) and all traffic control devices indicated in the plans and specifications. The salvage va lue of all material remov ed (including existing traffi c signs - when removal is required) shall be reflected in the bid price for this item.

Delays to the Contractor caused by co mplying with these requirements will be c onsidered incidental to the item for Traffic Protection, and no additional compensation will be allowed.

Payment Adjustments. The Engineer may require additional traffic con trol to be installed in accordanc e with standards and/or designs other th an those included in the plans. In such cases, the standards and/or designs will be made availabl e to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control r equired will be in a ccordance with Article 109.04 of the Standard Specifications.

Revisions in the phasing of constr uction or maintenance operations, requested by the Contractor, may require traffic control to be insta lled 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 E ngineer. 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 f or Traffic Pr otection will be adjusted as follows:

Adjust contract price = .25P + .75P [1±(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 ca lculating the increase or decr ease will include only item s which have been added to or deducted from the contract under Arti cle 104.02 of the Standard Specifications and only items which require use of Traffic Protection.

In the event the Department cancels or alters any port ion 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 er ect signs announcing `A Cook County Department of Highways, Ro ad Improvement Project' with a 24"X4" size plaque reading `CO MING 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 t he contract is completed, Con tractor will attach the pl aques to the Project signs reading `COMPL ETED'. The cost of this work will be incidental to the contract.

SPECIAL PROVISION
FOR
RAISED REFLECTIVE PAVEMENT MARKER REMOVAL

This item shall consist of removing existing raised re flective pavement markers, including base casting and reflective element, in acc ordance with Section 783 of the "Standard Spec ifications for Road and Bridge Construction", except that the pav ement shall be repaired to the sati sfaction 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 ex isting raised reflective pav ement 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 co mplete with reflector within the limits as shown on plans or as directed by the Engi neer. 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 rais ed pavement marker casting shall meet the requirem ents of the Section 781 of the "Standard Spec ifications for Road and Bridge C onstruction". To ensure proper installation of the proposed raised pavem ent marker, the marker shall be loca ted 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 drawings shall be at least 11" x 17" (275mm x 425mm) in size and adequate quality for microfilming. Certain non-standard mast arm poles and assembles 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 un der Inductive Loop Detector.

e) The Contractor is further advis ed 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 inst allation(s), for a period to exceed fifteen (15) minutes, must have the prior approval of the E ngineer. Such approval wi ll 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 inc lement weather or during Holi day periods. Any other traffi c signal shut down, either for periods in exces s 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 c ommencement of his work, shall notify the State Electrical Main tenance Contractor, the Cook County Elec trical Maintenance Contractor, or the concerned Municipality, of his intent to perform this work.

f) The Contractor shall be fully respons ible for the sa fe and efficient operation of the traffic signals. Any inquiry, complaint or reques t by the Department, the Departm ent's Electrical Maintenance Contractor or the public, sha ll be investigated and r epairs begun within one hour. Failure to provide this service will result in liquidat ed damages of $500 per day per occurrence. In addition, the Department reserves the right to as sign any wo rk not complet ed 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 pa y these costs to the Elec trical Mainten ance Contractor within one mont h after the incident w ill res ult in ad ditional liquidated damages of $ 500 per month per occurrence. Unpai d bills will be deducted from the cost of the Contract. The Department's Electrical Maintenance Contractor may inspect any signalizing dev ice 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 edit ion of the Manual on Uniform Tr affic Control Devices (MUT CD) regarding work in temporary traffi c control zones in t he vic inity of highway-rail grade crossings which states that lane rest rictions, flagging, or other operations shall not create conditions wher e 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 mus t 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 equipm ent, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause whatsoever, shall be the responsib ility of the m unicipality or the Au tomatic Traffic Enforcement Company per Permit

agreement or other agreem ents. Except in the City of Ch icago in whic h 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 complet ed, the electrical service inst allation connected by the utility company and equipment fie ld 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 comple te, 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 accep ted until all p unch list wor k is corr ected and re-insp ected. The Department will not grant a field inspection until wri tten certification is provided fr om the Contractor stating the equipment has been field tested and the intersecti on is operating according to Contract requirements.

b) When the road is open t o traffic, except as ot herwise provided in Se ction 850 of the Standard Specification, the Contractor ma y request a turn-on and inspection of the completed traffic signal installation at each separate location. This reques t must be made to the De sign Engineer at (312) 603-1730 a minimum of seven (7) work ing days prior to the time of the requested ins pection. The Department will not grant a field inspection until notification is provided from the Contractor that the equipment has been field tested and the intersecti on is operating according to Contract requirements. The Department's facsimile number is (312) 603-9956. The Contractor must i nvite local fire dep artment personnel to the turn- on when Emergency Vehic le Pre-emption (EVP) is included in t he project. When the c ontract in cludes the item RE-OPT IMIZE TRAFFIC SI GNAL 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 c hanges and phase changes during construction.

c) The Contractor must have all traffic signal work completed and the electric al s ervice insta llation 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 repr esentative from the cont rol Equipment Vendor's office to attend the traffic signal inspection fo r both permanent and temporary tra ffic signal turn-ons. Upon demonstration that the si gnals are operating and all work is comp leted in accordance with the Contract and to the satisfaction of the Engineer , the Engineer will then allow the signals t o be placed in continuous operation. The Agency that is responsible fo r 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 bas ed upon inspection results at the traffic signal turn-on. If approved, traf fic signal acceptance shall be verbal at the turn-on inspection followed by wri tten correspondence from the Engi neer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance t hereof 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 post ponement of the final ins pection for this reason shall not relieve the Contractor of his full maintenance re sponsibilities 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 know ledgeable of both cabinet design and controller functions and shall hav e 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 shal l 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; tr affic responsive program, detector phase assignment, type and detector switching; and any other functions programmable from the ke yboard. The form shall include a location, date, manufacturers name, controller model and software version. The form shall be approved by the Engineer and a minimu m 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 e xpense for locating existin g IDOT and CCHD fa cilities prior to performing any work. If this contract does not require t he services of electrical contractor, the Contractor may request one free locat e for existing I DOT and CCHD e lectrical facilities from the Electrical Main tenance Contractor(s) prior to the start of any work. Additional r equests may be at the expens e of the Contractor. The loc ation of underground traffic facilitie s does not relie ve the Co ntractor of their res ponsibility to repair any facilitie s damaged during construction at their expense.

The exact lo cation of all utilities sh all be field verifi ed by the Contractor befor e the installation of any components of the traffic signal syst em. For locations of utilities, locally owne d equipment, and lease d 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 fo r all other locations contact J.U.L.I.E. at 1-800-892-0123 or 811.

Basis of Pay ment. This work will not be paid for di rectly but shall be cons idered as incidental to the contract.

SPECIAL PROVISION
FOR
DETECTOR LOOP

This work shall cons ist of furnis hing 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 lo ops, the Contractor shall have the proposed loop locations m arked and contact the CCHD De sign 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 surfac e, 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 ac cording to t he requirements of the "District 1 St andard Traffic Signal Design Details". Saw-cuts (homerun on preformed det ector loops) from the loop to t he edge of pavement shall be mad e perpendicular to the edge of pavement when possible in order t o mini mize the length of the saw cut (homerun on preformed dete ctor loops) unless direct ed 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] tu rns per meter) from the loop to the splice.

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

Each loop detector lead-in wire sh all be labeled in the handhole using a Panduit PL FIM water proof tag or approved equal secured to each wire wi th 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-co mponent thixotropic chemically cured poly urethane 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 l ead-in wire, inc luding all ne cessary connections for proper operations, from the edge of pavem ent to the handhole, shall be inci dental to the price of the detector loop. Unit d uct, trench an d ba ckfill, and drilling of pave ment or hand holes s hall b e incidental to detector loop quantities.

- The corners of all loops s hall be core drilled with a two (2) inch (50 mm) bit. All joints an d cracks in the pavement that the loop crosses must be core drilled.

Preformed:

- This work shall c onsist of furnishing and instal ling a rubberized heat resi stant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:

- Preformed detector loops shall be installed in new pavement constru cted 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 loc ation. The protective enclo sure 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 t o protect the preformed lead-ins from back of curb to the handhole.

- Preformed detector loops shall be factory assembled with ends capped and s ealed 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) in side diameter (minimum) Class A oil resistant synthetic cord reinforced hydrau lic 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 a llowed in the hose except where necessary to connect homeruns or interconnects to the loops. This will provide maximum wire protection and loop system str ength. Hose tee connections s hall be heav y 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 sa me flexible properties as the hose to insure that the whole assembly c an conform to pavem ent movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being s ealed in a high impact glass impregnated plasti c splice enclosure. The wire used shall be #16 THWN stranded copper.

The number of turns in the l oop 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. T he loop and homeruns shall be fill ed and sealed with a flexible s ealant to insure complete moisture blockage and further prot ect 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 pa id for at t he contract unit price per F OOT (METER) of DETE CTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP, as specified in the plans, which pric e shall be payment in full and for furnishing, installing and testing t he 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.

<u>Maintenance Procedures</u> 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 consid ered the minimum accept able 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 Cont ractor shall place the t raffic signal installation on flashing operation. The signals shall flash RED for all direct ions unless a different indication has been specified by the Engineer. The Contractor is required to plac e stop signs (R1-1-36) at each approac h to the intersection as a temporary means of regulati ng traffic. At approaches, where a Yellow Flashing indication is necessary, as directed by the Engine er, stop signs will not be required. When the signals operate in flash, the Contractor shall furnish and e quip all his vehic les 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 whic h may be damaged or stolen.

- Replace defective or dam aged equipment. If the pr oper sequence with fu ll detection cannot be obtained immediately, a controller which will pr ovide the proper sequence and full detection shall b e 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 wit hin one hour after notification and provide immediate corrective action. When equi pment has been damaged or becomes faulty beyond repair, the Contractor shall replac e it with new and ident ical equipment. The c ost of furnishing and installing the replaced equi pment 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 t he State' s or the County's Electrical M aintenance Contractor perform the maintenance work required . The State's or County's Electrical Maintenance Co ntractor shall bill th e 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 c ost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Con tractor 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 Departm ent for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.

Basis of Pay ment. This work will be paid for at the contract unit price EACH for MAINTENANCE OF EXISTING T RAFFIC SIGNAL IN STALLATION, which price shall be payment in full for all materials , equipment, and labor nec essary to maintain the ex isting traffic signals as shown on the plans. Eac h intersection shall be paid for separately. Following t he completion of the traffic signal maintenance transfer

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

COUNTY OF COOK
CHICAGO, ILLINOIS
PROPOSAL

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

known as PENNY ROAD

Route A57 *Section* 08-A5701-03-FP

From DUNDEE ROAD *To* NEW SUTTON ROAD (IL 59)

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 Penny Road begins at Sta. 10+67, a point on the centerline of Penny Road approximately 67.0 feet east of the centerline of Dundee Road and extends in an easterly direction to Sta. 165+79, a point on the centerline of Penny Road approximately 21.0 feet west of the centerline of New Sutton Road (IL 59) including an omission at the railroad crossing between Sta. 163+76 and Sta. 163+96 for a total distance of 15,512 feet (2.938 miles) of which 15,492 feet (2.934 miles) are to be improved. This improvement lies within the Villages of Barrington Hills and South Barrington, Cook County, Illinois and the Village of East Dundee, Kane County, Illinois.

DESCRIPTION OF IMPROVEMENT

This is a Quality Control/Quality Assurance (QC/QA) project utilizing Hot-Mix Asphalt (HMA) mixes. It is the intent of this improvement to provide for recycling of the existing HMA surface and Pozzolanic base along Penny Road between Dundee Road and Sta. 163+10. The pavement will be milled to a depth of approximately 4 In., milled material to be wasted or used as Subbase or recycled base for new full-depth shoulders followed by cold in-place recycling to a depth of 10 In. utilizing an engineered emulsion. The recycled base will be overlayed by 2 ¼ In. HMA Binder Course, IL-19.0, N70 and 1 ½ In. HMA Surface, Mix "D", IL-12.5 or 9.5, N70. Between Sta. 163+10 and New Sutton Road (IL-59), existing pavement is to be milled to a depth of 1½ In. and resurfaced with 1 ½ In. Hot-Mix Asphalt Surface Course, Mix "D", IL-12.5 or 9.5,N70 and Leveling Binder (Machine Method) as needed. Between Sta. 142+00 and Sta. 148+00, the profile elevation will be raised. Additional placement of Hot-Mix Asphalt Binder Course, IL-19.0, N50 will be used to achieve the required grades between those stations. Also included will be drainage additions and ditch regarding, placement of stone Riprap Class A4 at the southwest corner of the wingwall of the concrete box culvert at Sta. 123+00 to restore the embankment, pavement striping and signing, Raised Reflective Pavement Markers, Traffic Protection ,landscaping with seeding and sodding and other related roadwork.

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS
INDEX

Section	Description
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 ED S 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 4813

Plote Construction, Inc.
1100 Brandt Drive HOFFMAN ESTATES, IL 60192

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	Unlimited
002	PCC PAVING	$40,750,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	$6,375,000
017	CONCRETE CONSTRUCTION	$11,975,000
032	COLD MILL,PLAN. & ROTOMILL	$13,925,000
08A	AGGREGATE BASES & SURF. (A)	$19,125,000
09A	HIGHWAY STRUCTURES	$2,750,000
15A	COVER & SEAL COATS (A)	$875,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/28/2011 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 4/28/2011.

Acting Engineer of Construction

IL 494-0645

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 (90890)	2 (90900)	3 (100080)	4 (100460)	5 (100660)	6 (110180)
Contract Number	74349	20492	62882	63360	63398	63541
Contract With	City of Chicago	City of Chicago	IDOT RT47	IDOT Lehigh	IDOT (JV with Curran)	IDOT Orchard Rd
Estimated Completion Date						
Total Contract Price	9,673,442.00	9,852,206.00	23,783,665.00	1,661,000.00	7,386,291.00	9,273,304.77
Uncompleted Dollar Value if Firm is the Prime Contractor	1,267,000.00	1,307,000.00	60,000.00	3,000.00	4,655,525.00	4,856,054.00
Uncompleted Dollar Value if Firm is the Subcontractor						

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.

Earthwork	0.00	0.00	5,000.00		500,000.00	400,000.00
Portland Cement Concrete Paving			0.00		1,900,000.00	1,500,000.00
HMA Plant Mix	600,000.00	750,000.00	0.00	0.00		
HMA Paving				0.00		
Clean & Seal Cracks/Joints				0.00		
Aggregate Bases & Surfaces			0.00	0.00	390,000.00	490,000.00
Highway,R.R. and Waterway Structures						
Drainage					10,000.00	
Electrical	0.00	0.00				
Cover and Seal Coats					1,147,525.00	
Concrete Construction				0.00	690,000.00	50,000.00
Landscaping					18,000.00	
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling	300,000.00	300,000.00	0.00			
Demolition					0.00	40,000.00
Pavement Markings (Paint)						
Other Construction (List)	5,000.00	5,000.00			0.00	15,000.00
Totals	905,000.00	1,055,000.00	5,000.00	0.00	4,655,525.00	2,495,000.00

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 (90890)	2 (90900)	3 (100080)	4 (100460)	5 (100660)	6 (110180)
Subcontractor	Marking Spl.	Marking Spl.	Road Safe	Gaffney's PMI	NONE	Baumgartner
Type of Work	Striping	Striping	Striping	Electrical		Bridge
Subcontract Price	249,000.00	278,340.00	255,000.00	162,000.00		1,015,990.00
Amount Uncompleted	20,000.00	10,000.00	1,000.00	1,000.00		490,000.00
Subcontractor	Christy Webber	Christy Webber	Countryside	Montemayor		Geneva Constr.
Type of Work	Landscape	Landscape	Landscape	Sewer		Asphalt Paving
Subcontract Price	201,000.00	194,737.80	263,000.00	66,700.00		860,947.00
Amount Uncompleted	1,000.00	1,000.00	50,000.00	1,000.00		790,000.00
Subcontractor	A.N.R. Topsoil	A.N.R. Topsoil	TC & P	Countryside		R.A. Seaton
Type of Work	Sewer	Sewer	Traffic Control	Landscaping		Landscaping
Subcontract Price	439,000.00	438,400.00	603,000.00	108,000.00		181,054.00
Amount Uncompleted	30,000.00	30,000.00	2,000.00	1,000.00		181,054.00
Subcontractor	Pan Oceanic	Pan Oceanic	Montemayor	G.F.S.		Montemayor
Type of Work	Concrete	Concrete	Sewer	Guardrail		Sewer
Subcontract Price	2,447,000.00	2,437,500.00	4,793,000.00	79,000.00		759,689.00
Amount Uncompleted	300,000.00	200,000.00	1,000.00	0.00		310,000.00
Subcontractor	Hawk	Hawk	G.F.S.	Mark-It		Roadsafe
Type of Work	electric	electric	guardrail	Striping		Traffic Control
Subcontract Price	16,000.00	15,400.00	149,000.00	4,750.00		193,186.00
Amount Uncompleted	1,000.00	1,000.00	1,000.00	0.00		60,000.00
Subcontractor	Barricade Lites	Barricade Lites	Manning	Trafic Services		Virgil Cook
Type of Work	Traffic Control	Traffic Control	Conc. Structures	Traffic Control		Electrical
Subcontract Price	100,000.00	100,000.00	892,000.00	5,000.00		759,838.00
Amount Uncompleted	10,000.00	10,000.00	0.00	0.00		500,000.00
Subcontractor			Various			Various
Type of Work			Various			
Subcontract Price			2,573,000.00			74,975.00
Amount Uncompleted			0.00			30,000.00
Total Uncompleted	362,000.00	252,000.00	55,000.00	3,000.00	0.00	2,361,054.00

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

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name _____

Officer or Director Title

_____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

_____

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

Affidavit of Availability
For the Letting of 2/8/2012
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	7 (110210)	8 (110310)	9 (110320)	10 (110360)	11 (110390)	
Contract Number	60M46		60K90		60I35	
Contract With	IDOT RT 20	William Charles	IDOT 20 & Mclean	IDOT RT 72 & Randall Rd	IDOT So. Barrington	
Estimated Completion Date			11/15/2012			Accumlated Totals
Total Contract Price	8,633,595.45	3,872,906.00	9,764,977.00	4,425,438.00	7,661,406.00	132,742,624.22
Uncompleted Dollar Value if Firm is the Prime Contractor	264,000.00	3,872,906.00	8,378,519.00	4,425,438.00	7,664,951.00	36,754,393.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00

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

Part II. Awards Pending and Uncompleted Work to be

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.

Earthwork	3,000.00		1,190,000.00	534,326.18	1,201,000.00	3,833,326.18
Portland Cement Concrete Paving		3,180,300.00	822,000.00		1,484,200.00	8,886,500.00
HMA Plant Mix	0.00		498,500.00	574,000.00	680,000.00	3,102,500.00
HMA Paving	0.00			829,000.00		829,000.00
Clean & Seal Cracks/Joints			0.00			0.00
Aggregate Bases & Surfaces	0.00		366,800.00	297,206.50	668,400.00	2,212,406.50
Highway,R.R. and Waterway Structures						0.00
Drainage						10,000.00
Electrical						0.00
Cover and Seal Coats						1,147,525.00
Concrete Construction		483,088.00	147,800.00	421,433.00	473,700.00	2,266,021.00
Landscaping						18,000.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	0.00		24,200.00	65,000.00		689,200.00
Demolition	0.00		250,000.00			290,000.00
Pavement Markings (Paint)						0.00
Other Construction (List)		116,000.00	290,000.00	216,000.00	248,000.00	895,000.00
0.00	3,000.00	3,779,388.00	3,589,300.00	2,936,965.68	4,755,300.00	24,179,478.68

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.

art III. Work Subcontracted to Others

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

	7 (110210)	8 (110310)	9 (110320)	10 (110360)	11 (110390)	
Subcontractor	Chicago Structs.	Pending	Natural Creatns		Quality Saw	
Type of Work	bridge	sawing	Landscape		sawing	
Subcontract Price	1,014,933.42	93,518.00	189,954.00		54,237.00	
Amount Uncompleted	250,000.00	93,518.00	189,954.00		54,237.00	
Subcontractor	Home Towne Ele.		Montemayor	Home Town	Montemayor	
Type of Work	electrical		sewer	electrical	sewer	
Subcontract Price	47,935.20		1,069,667.00	568,600.00	392,366.00	
Amount Uncompleted	5,000.00		1,069,667.00	568,600.00	392,366.00	
Subcontractor	Kujo, Inc.		Trafic Services	Del Toro	Del Toro	
Type of Work	guardrail		Traffic Control	landscaping	landscaping	
Subcontract Price	113,541.00		332,801.00	157,977.25	158,466.00	
Amount Uncompleted	3,000.00		332,801.00	157,977.25	158,466.00	
Subcontractor	Maint. Coatgs		Gaffney's	Martinez Undergrd	Hecker	
Type of Work	striping		Electric	sewer	electric	
Subcontract Price	166,977.45		429,751.00	591,257.07	53,037.00	
Amount Uncompleted	0.00		429,751.00	591,257.07	53,037.00	
Subcontractor	Quality Saw		Northern Cont	Traffic Contrl	IL Contractors	
Type of Work	rumble strip		guardrail	traffic control	bridge	
Subcontract Price	8,873.15		80,858.00	125,000.00	1,974,997.00	
Amount Uncompleted	0.00		80,858.00	125,000.00	1,974,997.00	
Subcontractor	Rula's Enterprs.		Dunnet Bay	Northern Contra	TSI	
Type of Work	concrete / sewer		bridge	Guard rail	traffic control	
Subcontract Price	65,727.00		2,686,188.00	9,118.80	201,548.00	
Amount Uncompleted	0.00		2,686,188.00	9,118.80	201,548.00	
Subcontractor	Traffic Services			Maintenance Ctgs	GFS	
Type of Work	traffic control			striping	guardrail	
Subcontract Price	269,686.20			36,519.20	75,000.00	
Amount Uncompleted	3,000.00			36,519.20	75,000.00	
0.00	261,000.00	93,518.00	4,789,219.00	1,488,472.32	2,909,651.00	0.00

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

Subscribed and sworn to before me

this 2nd day of February, 20 12.

Victoria S Brean

Notary Public

My commission expires: 5.21.14

(Notary Seal)

OFFICIAL SEAL
VICTORIA S. BREAN
Notary Public - State of Illinois
My Commission Expires May 21, 2014

Type or Print Name William T. Madden Asst. Secretary

Officer or Director Title

Signed

Company Plote Construction Inc.

Address 1100 Brandt Drive
Hoffman Estates, IL 60192

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
Passenger Vehicles			
0001	04 MERCEDES MAYBACH	600	WDBVF78J34A000387
0002	05 EXPEDITION	600	1FMFU20585LA09939
0003	05 FORD GT	600	1FAFP90585Y401709
0004	10 MERCEDES GL550 SUV	600	4JGBF8GE4AA595031
0005	11 BUICK ENCLAVE	600	5GAKVCED2BJ105970
0006	07 FORD EXPEDITION	600	1FMFU20537LA87578
0007	08 FORD EDGE	600	2FMDK49C98BA04392
0011	06 FORD EXPEDITION	600	1FMPU18556LA32034
0013	06 FORD EXPLORER	600	1FMEU73E16UB32613
0014	07 CADILLAC ESCALADE	600	1GYFK66847R314898
0015	06 FORD EXPLORER	600	1FMEU72E06ZA23001
0016	XX FORD FREESTYLE	600	
0023	01 CHEVROLET SUBURBAN	600	1GNFK16TO1J183897
0033	03 FORD EXPLORER	600	1FMZU73K53UA75593
0041	04 FORD TAURUS	600	1FAFP53U24A150070
0042	04 FORD EXPLORER	600	1FMZU73K24ZA92517
0043	08 FORD Sport Tracs	600	1FMEU51E38UA00334
0044	05 FORD EXPLORER	600	1FMZU73K05UB49070
0046	04 FORD EXPEDITION	600	1FMFU18L34LA74046
0049	06 FORD EXPLORER	600	1FMEU73E86UA39202
0906	03 FORD EXPLORER SPORT	600	1FMZU67EX3UC80924
	Total	21	
6 WHEEL TRUCK			
0075	99 STERLING 6 WHEELER	600	2FZXMJBB3XAB17017
0078	99 STERLING 6 WHEELER	600	2FZXMJBB7XAB17019
0079	99 STERLING 6 WHEELER	600	2FZXMJBB3XAB17020
0080	03 STERLING 6 WHEELER	600	2FZHAZA863AK91060
0081	05 STERLING LT9500 6WHLR	600	2FZHAZDL15AU21846
	Total	5	
Pickup Trucks			
0099	09 FORD F250 PICKUP	600	1FTSW215X9EB18697
0274	94 FORD RANGER	600	1FTCR14X2RPB18779
0280	91 FORD RANGER	600	1FTCR10A8MUC44222
0402	99 FORD F550 PICKUP	600	1FDAF56F3XED80052
0403	99 FORD F550 PICKUP	600	1FDAF56F1XED80051
0410	95 FORD F350 PICKUP	600	1FDJF37F95EA32543

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
0438	03 FORD F350 SD	600	1FTSF30L13EC41043
0439	03 FORD F350 SD	600	1FTSF30L33EC41044
0441	03 FORD RANGER	600	1FTZR44V43PB08661
0443	03 FORD RANGER	600	1FTZR44V83PB08663
0444	03 FORD RANGER	600	1FTZR44VX3PB08664
0445	03 FORD F250	600	3FTNX20L13MB31513
0446	96 FORD F350	600	2FDKF37H3TCA64868
0447	03 FORD F350	600	1FTSF3OL23ED06806
0450	05 FORD RANGER	600	1FTR44U65PA75320
0451	05 FORD RANGER	600	1FTZR44U15PA72065
0452	05 FORD RANGER	600	1FTZR44U95PA72069
0453	05 FORD RANGER	600	1FTZR44U35PA72066
0454	05 FORD RANGER	600	1FTZR44U75PA72068
0455	05 FORD RANGER	600	1FTZR44U55PA72067
0457	05 FORD F350	600	1FDWF30535EC97423
0458	05 FORD F350	600	1FDWF30555EC97424
0459	05 FORD F150	600	1FTPX12585KD96621
0460	05 FORD F150	600	1FTPX125XSKD96619
0461	05 FORD F150	600	1FTPX12535KE41996
0463	05 FORD F450	600	1FDXF46P65EB18083
0464	99 FORD F350	600	1FDWF36L1XEE75161
0465	03 FORD F250 XL	600	1FTNF20L03EB72398
0469	04 FORD F350	600	1FDWF36P34ED98856
0470	04 FORD F250XL PICKUP	600	1FTNF20L44ED01440
0471	07 FORD RANGER	600	1FTZR44U07PA12121
0472	07 FORD RANGER	600	1FTZR44U27PA12122
0473	07 FORD RANGER	600	1FTZR44U47PA12123
0474	07 FORD RANGER	600	1FTZR44U67PA12124
0475	07 FORD RANGER	600	1FTZR44U87PA12125
0476	05 FORD F450 SD	600	1FDXF46Y55EB41315
0477	99 FORD F450 SUPER DUTY	600	1FDXF46F8XEA64439
0478	99 FORD F450 SUPER DUTY	600	1FDXF46FXXEC60866
0479	99 FORD F450 SUPER DUTY	600	1FDXF46F4XEC52939
0480	07 FORD F150	600	1FTPX12V77KC73976
0481	07 FORD F150	600	1FTPX12V97KC73977
0482	07 FORD F150	600	1FTPX12V07KC73978
0483	07 FORD F150 4X4	600	1FTPX14V67KC73979
0484	07 FORD F150 4X4	600	1FTPX14V27KC73980
0485	07 FORD F150 4X4	600	1FTPX14V57KC89476
0486	08 FORD F350	600	1FTWF30568EA67187
0487	08 FORD F350	600	1FTWF30588EA67188
0488	08 FORD F350	600	1FTWF305X8EA67189
0489	08 FORD F350	600	1FTWF30568EA67190
0490	08 FORD F350	600	1FTWF30588EA67191
0491	03 FORD RANGER	600	1FTYR14V03PA59047
0492	00 FORD RANGER	600	1FTYR14X5YPA73504
0493	02 FORD RANGER	600	1FTYR44U22TA24055
0494	99 FORD F350	060	1FDWF36F2XEB87434
0495	01 FORD F450 SD	600	1FDXF46551EB34175
0497	08 FORD RANGER	600	1FTZR44UX8PA75437
0498	08 FORD RANGER	600	1FTZR44U18PA75438
0499	08 FORD RANGER	600	1FTZR44U38PA75439
0500	08 FORD RANGER	600	1FTZR44UX8PA75440
0501	08 FORD RANGER	600	1FTZR44U18PA75441
0502	08 FORD RANGER	600	1FTZR44U38PA75442
0503	08 FORD RANGER	600	1FTZR44U58PA75443
0504	08 FORD RANGER	600	1FTZR44U78PA75444
0505	08 FORD RANGER	600	1FTZR44U98PA75445

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
0506	08 FORD RANGER	600	1FTZR44U08PA75446
0507	08 FORD RANGER	600	1FTZR44U28PA75447
0508	08 FORD RANGER	600	1FTZR44U48PA75448
0509	08 FORD RANGER	600	1FTZR44U68PA75449
0510	08 FORD RANGER	600	1FTZR44U28PA75450
0511	08 FORD F150	600	1FTPX12V48KD97396
0512	08 FORD F150	600	1FTPX12V68KD97397
0513	08 FORD F150	600	1FTPX12V88KD97398
0514	08 FORD F150	600	1FTPX12VX8KD97399
0515	08 FORD F150	600	1FTPX12V28KD97400
0516	08 FORD F350	600	1FDWF30558ED54953
0517	08 FORD F350	600	1FDWF30578ED54954
0518	08 FORD F350	600	1FDWF30598ED54955
0519	08 FORD F350	600	1FDWF30508ED54956
0520	08 FORD F350	600	1FDWF30528ED54957
0521	08 FORD F250 4X4	600	1FTSX21548EE59895
0527	08 FORD F250SD PICKUP	600	1FDNF20588EE60335
0528	08 FORD F250SD PICKUP	600	1FDNF20538EE59724
0529	10 FORD TRANS CONNECT VAN	600	NM0LS7CN3AT000692
0530	09 FORD F250SD PICKUP	600	1FTNF20599EA67644
0532	10 FORD F250SD PICKUP	600	1FDNF2A53AEA18549
0533	10 FORD F250SD PICKUP	600	1FDNF2A51AEA26407
0534	10 FORD F250SD PICKUP	600	1FDNF2A57AEA31188
0535	10 FORD F350SD PICKUP	600	1FDWF3A53AEB43254
0536	10 FORD F350SD PICKUP	600	1FDWF3A50AEA90402
0903	01 FORD F250 SD	600	1FTNF21L01EB07823
0907	06 FORD F250	600	1FTNF21586EA86440
0919	03 FORD F250XL PICKUP	600	1FTNF20L43EC84816
0920	04 FORD F450	600	1FDXF46P14EC84896
0921	97 FORD F250 4X4	600	1FTHF26F5VEB73421
0923	08 FORD F250 4X4	600	1FTNF21528EC32253
0924	09 FORD F250SD 4X4 PICKUP	600	1FTNF21599EA18491
5170	97 FORD RANGER	600	1FTCR10A5VUA98685
5173	03 FORD F150	600	1FTRX17W93NB93338
5179	05 FORD RANGER	600	1FTYR14UX5PB12539
5175	04 FORD RANGER	600	1FTYR14U14PA58319
5180	03 FORD RANGER	600	1FTYR44V73PA53909
	Total	101	

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
SEMI TRACTOR			
0058	86 MACK R686ST WATER TRCK	600	1M2N178Y8BA071297
0063	97 MACK TRUCK RD690S	600	1M2P264Y6VM02424S
0064	97 MACK TRUCK RD690S	600	1M2P264Y8VM024246
0065	97 MACK TRUCK RD690S	600	1M2P264YXVM024247
0756	99 MACK RD690S	600	1M2P264YXXM029015
0758	99 MACK RD690S	600	1M2P264Y3XM029017
0761	99 MACK RD690S	600	1M2P264Y3XM029020
0762	99 MACK RD690S	600	1M2P264Y5XM029021
0764	99 MACK RD690S	600	1M2P264Y9XM029023
0765	99 MACK RD690S	600	1M2P264YOXM029024
0777	02 378 PETERBILT TRACTOR	600	1XPFDU9XX2N583994
0778	02 378 PETERBILT TRACTOR	600	1XPFDU9X02D576154
0779	02 378 PETERBILT TRACTOR	600	1XPFDU9X92D576153
0780	06 MACK CV713 TRACTOR	600	1M1AG11Y96N053324
0781	06 MACK CV713 TRACTOR	600	1M1AG11Y06M053325
0782	06 MACK CV713 TRACTOR	600	1M1AG11Y26M053326
0783	06 MACK CV713 TRACTOR	600	1M1AG11Y46M053327
0784	06 MACK CV713 TRACTOR	600	1M1AG11Y66M053328
0785	06 MACK CV713 TRACTOR	600	1M1AG11Y86M053329
0786	06 MACK CV713 TRACTOR	600	1M1AG11Y46M053330
0787	06 MACK CV713 TRACTOR	600	1M1AG11Y66M053331
0788	06 MACK CV713 TRACTOR	600	1M1AG11Y86M053332
0789	06 MACK CV713 TRACTOR	600	1M1AG11YX6M053333
0790	07 MACK CV713 TRACTOR	600	1M1AG11Y97M056869
0791	07 MACK CV713 TRACTOR	600	1M1AG11Y57M056870
0792	07 MACK CV713 TRACTOR	600	1M1AG11Y77M056871
0793	07 MACK CV713 TRACTOR	600	1M1AG11Y97M056872
0794	07 MACK CV713 TRACTOR	600	1M1AG11Y07M056873
0795	07 MACK CV713 TRACTOR	600	1M1AG11Y27M056874
0796	07 MACK CV713 TRACTOR	600	1M1AG11Y77M055235
0797	07 MACK CV713 TRACTOR	600	1M1AG11Y97M055236
0798	07 MACK CV713 TRACTOR	600	1M1AG11Y07M055237
0799	07 MACK CV713 TRACTOR	600	1M1AG11Y47M055239
0849	07 MACK CV713 TRACTOR	600	1M1AG11Y37M066281
0850	07 MACK CV713 TRACTOR	600	1M1AG11Y57M066282
0851	07 MACK CV713 TRACTOR	600	1M1AG11Y77M066283
0852	07 MACK CV713 TRACTOR	600	1M1AG11Y97M066284
0853	07 MACK CV713 TRACTOR	600	1M1AG11Y07M066285
0854	07 MACK CV713 TRACTOR	600	1M1AG11Y27M066286
0855	07 MACK CV713 TRACTOR	600	1M1AG11Y47M066287
0856	07 MACK CV713 TRACTOR	600	1M1AG11Y67M066288
0857	07 MACK CV713 TRACTOR	600	1M1AG11Y87M066289
0858	07 MACK CV713 TRACTOR	600	1M1AG11Y47M066290
0859	07 MACK CV713 TRACTOR	600	1M1AG11Y27M055238
0860	07 MACK CV713 TRACTOR	600	1M1AG11Y07M055240
0861	06 KENWORTH T800	600	1XKDPBEX76J153576
0862	06 KENWORTH T800	600	1XKDPBEX96J153577
0863	07 MACK CV713 TRACTOR	600	1M1AG11YX7M055214
0864	07 MACK CV713 TRACTOR	600	1M1AG11Y17M055215
0865	07 MACK CV713 TRACTOR	600	1M1AG11Y37M055216
0866	07 MACK CV713 TRACTOR	600	1M1AG11Y57M055217
	Total	51	
Concrete Mixer			
0806	03 MACK MIXER	600	1M2AG03C96M001436
0807	03 MACK MIXER	600	1M2AG03CX3M001445
0808	03 MACK MIXER	600	1M2AG03C53M001448
0809	03 MACK MIXER	600	1M2AG03C73M001449
0810	07 MACK CV713 MIXER	600	1M2AG11C97M068083
0811	07 MACK CV713 MIXER	600	1M2AG11C07M068084
0812	07 MACK CTP713 MIXER	600	1M2AT04CX7M003003
0813	07 MACK CTP713 MIXER	600	1M5AT04C27M005229
0814	07 MACK CTP713 MIXER	600	1M2AT04C07M005231
0815	10 MACK GU713 MIXER	600	1M2AX04C6AM008033
	Total	10	

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
GRADALL			
2518	02 GRADALL XL4100	600	0418541
2520	05 GRADALL XL4100	600	0210017512
2521	07 GRADALL XL4100	600	4100000198
2522	09 GRADALL XL4100	600	4100000318
	Total	4	
Trailers & Tankers			
0841	69 TRAILMOBILE 40 FT FLAT	600	F62102
1840	97 WELLS CARGO TRAILER	600	1WC200E2XV1078853
1841	97 WELLS CARGO TRAILER	600	1WC200E21V1078854
1842	WELLS CARGO TRAILER	600	1WC200G2XG1035579
5200	MISC. TRAILERS	600	A5201-A5208
5204	89 AP10 EAGER TRAILER	600	112AAH200KL031699
5207	ALLIED ROCK BREAKER	600	112TBN262LA035243
5209	93 EAGER BEAVER TRLR	600	112HSV303PL041070
5210	94 INTERSTATE TRAILER	600	1JKDLA207RA200282
5214	99 TM T12DDT TRAILER	600	4KNTT1425XL163250
5553	73 STRICK TRAILER VAN	060	EN81Z-5271
9101	PRIME KETTLE TRAILER	600	NONE
9114	95 GEISERT	600	1G9EU1729S1174014
9115	02 SSI CARGO TRAILER	600	4HXEN14142C049574
9116	99 U.S. CARGO TRAILER	600	4PL500H28X1031088
9117	2000 UNITED CARGO TRLR	600	48B500E20Y104S192
9118	05 HOMEMADE TRAILER	600	TD278861
9119	05 XL XL50TT TRAILER	600	VNL005106
9121	06 WELLS CARGO TRAILER	600	1WC200M2661116775
9122	89 JOHNSON TRAILER	600	10W0TTJ2KW013943
9123	04 EAGER BEAVER 25XPT TRL	600	112HAX35X4L062710
9125	06 TALBERT AC3-25 TRAILER	600	40FR0353762025158
9126	98 REDI-HAUL TRAILER	600	
9127	08 TOWMASTER TILT TRAILER	600	4KNTT16248L162346
9128	08 TOWMASTER TILT TRAILER	600	4KNTT16268L162347
9129	08 TOWMASTER TILT TRAILER	600	4KNTT16288L162348
9130	08 TOWMASTER TILT TRAILER	600	4KNTT16228L16234S
9131	08 TOWMASTER TILT TRAILER	600	4KNTT162X8L162349
9132	08 TOWMASTER TILT TRAILER	600	4KNTT16268L162350
9133	05 B&B 20' TILT TRAILER	600	4L5SA22205F009120
9134	08 MUSTANG TILT TRAILER	600	1C9SF20218S843008
9135	09 MUSTANG TILT TRAILER	600	1C9SF2023AS843002
5719A	TANDEM AXLE TRAILER	060	
A-38	07 KRUZ 22' DUMP TRAILER	600	1K9SD23207K226387
A-39	07 KRUZ 22' DUMP TRAILER	600	1K9SD23227K226388
A-40	07 KRUZ 22' DUMP TRAILER	600	1K9SD23247K226389
A-41	07 KRUZ 22' DUMP TRAILER	600	1K9SD23207K226390
A-42	07 KRUZ 22' DUMP TRAILER	600	1K9SD23227K226391
A-43	07 KRUZ 22' DUMP TRAILER	600	1K9SD23247K226392
A-44	07 KRUZ 22' DUMP TRAILER	600	1K9SD23267K226393
A-45	07 KRUZ 22' DUMP TRAILER	600	1K9SD23287K226394
A-46	07 KRUZ 22' DUMP TRAILER	600	1K9SD232X7K226395
A-47	07 KRUZ 22' DUMP TRAILER	600	1K9SD23297K226386
A-48	08 EAGLE ROCK DUMP TRLR	600	1E9DM24225T316115
F-02	65 GR. DANE FLAT BED	600	152889
F-03	69 STRICK FLAT BED	600	B554S
F-04	64 TRAILMOBILE FLATBED	600	169274
F-08	72 40 FLAT BED TRLR	600	A3417
F-09	78 FLATBED TRAILER	600	39D7880
F-10	73 TRANSCRAFT FTBED TRA	600	TC3952
F-11	72 STRICK FLATBED TRL	600	153527
F-14	69 HOBBS FLOAT TRAILER	600	FHK674002
F-15	71 FRUEHAUF TRAILER	600	F52861
F-16	79 DUNHAM 40' FLTBD TRLR	600	1255997TP40
F-17	79 FONTAINE 40' FLTBD TRL	060	31232
F-18	72 DUNHAM CONTAINER	600	53382723STL
F-19	FRUEHAUF FLAT BED TRLR	600	FWR472501
F-21	FRUEHAUF FLATBED TRLR	600	FWT026439
F-22	XX DORSEY FLATBED	600	97347
F-23	XX TRANSCRAFT TRAILER	600	
F-24	73 FRUEHAUF	600	HPR449086
F-25	94 FONTANE DROP DECK TRLR	600	4LF4MR828R3SS8318
F-26	06 MANAC DRP DCK TRAILER	600	2M513161361106519

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
F-27	95 WABASH 45' FLATBED	600	1JJF45260SL258251
F-28	95 FONTAINE 45' FLATBED	600	13N1452C5S1569058
F-29	92 FONTAINE 45' FLATBED	600	13N1452C0N1553533
F-30	91 GREAT DANE 48' FLATBED	600	1GRDM9621MM021401
F-31	95 GREAT DANE 45' FLATBED	600	1GRDM9028SM033003
F-32	90 TRANSCRAFT 45' HIBOY	600	1TTF45207L1034593
F-33	85 TRAILMOBILE 48' HIBOY	600	1PTF71TH6F9009870
F-34	93 UTILITY STEP DECK TRLR	600	1UYFS2486PA915005
F-35	00 MANAC STEP DECK TRLR	600	2M5121463Y1064938
J-01	XX JEEF C/W DOLLIES 5/WH	600	NONE
L-09	86TALBERT T3DW80K-HRGT1	600	40FW0433XH1006849
L-10	87 TALBERT LOWBOY TRL	600	40FW04437H1007052
L-11	89 TALBERT LOWBOY TRL	600	40FA00415K1008129
L-11A	89TANDEM LOWBOY 4TH AX	600	40F00415K100830
L-15	97 T7DW-40 TALBERT TRLR	600	40FWK4943V1016080
L-16	97 T4DW40 TALBERT TRL	600	40FWK4945V1016081
L-17	00 TALBERT T4 TRAILER	600	40F5K5547Y0119529
L-18	06 XL 70MDE TRAILER	600	4U3J053236L006029
L-19	08 TALBERT LOWBOY TRLR	600	40FSK543081029828
L-20	08 TALBERT LOWBOY TRLR	600	40FSK543281029829
L-20A	08 TALBERT 4TH AXLE	600	40FAK051X81029928
M-01	71 TEC 50CY DUMP	600	19916
M-03	69 KENTUCKY MFG. VAN	600	36591
M-04	73 KENTUCKY MFG. VAN	600	44357
M-05	73 KENTUCKY MFG. VAN	600	44356
M-06	73 KENTUCKY MFG. VAN	600	44716
M-08	76 FRUEHAUF TRAILER	060	MEX495748
M-09	76 FRUEHAUF TRAILER	060	MEX495769
M-10	74 KENTUCKY TRAILER	060	48686
M-11	79 BUDD 42' DROP FRAME	060	181022M
M-12	68 KENTUCKY DROP FRAME	600	37645
M-13	79 BUDD GEN TRAILER	060	175972M
M-14	81 BUDD SIGN TRAILER	600	VAZ196671
M-15	81 BUDD SIGN TRAILER	600	VAZ196659
M-16	73 CLARK 45' TRAILER	600	M731902
M-17	79FRUEHAUF STORAGE TRL	600	058343
M-18	84FRUEHAUF STORAGE TRL	600	1H2V02813EE006276
M-19	83FRUEHAUF STORAGE TRL	600	1H5V0281XDM017945
M-20	84FRUEHAUF STORAGE TRL	600	1G2V02812EH022242
M-21	84FRUEHAUF STORAGE TRL	600	1H5B02815EM005123
M-22	84FRUEHAUF STORAGE TRL	600	1H2V02817EE023808
M-23	84FRUEHAUF STORAGE TRL	600	1H2V02818EE006208
M-24	74 BOBKO TRAILER	600	4741217
M-25	87 KENTUCKY STORAGE	600	1417860313
M-26	86 KENTUCKY BOILER	600	1KKVD5322GL077391
M-27	95 MONON 28' VAN TRAILER	600	1NNVA2814SM263309
M-28	95 MONON 28' VAN TRAILER	600	1NNVA2817SM263210
M-29	95 MONON 28' VAN TRAILER	600	1NNVA2815SM262914
M-30	90 MONON 48' VAN TRAILER	600	1NNZS4821LM144041
M-31	90 MONON 48' VAN TRAILER	600	1NNZS4821LM144217
M-32	95 MONON 45' VAN TRAILER	600	1NNZS4526SM237270
M-33	94 PINES 45' VAN TRAILER	600	1PNV45259RKBS4269
M-34	95 PINES 45' VAN TRAILER	600	1PNV452565KB65185
M-35	95 PINES 45' VAN TRAILER	600	1PNV452S0SGB81448
M-36	94 STOUGHTON 45' VAN TRLR	600	1DW1A4525RS874651
M-37	95 HYUNDAI 45' VAN TRLR	600	3H3V452C1ST001875
M-38	99 KENTUCKY 8X53 T/A TRLR	600	1KKVE512XXL114462
S-114	00 RAVENS SEMI-TRAILER	600	1R1D62227YG900129
S-115	07 KRUZ 22' DUMP TRAILER	600	1K9SD22267K226363
S-116	07 KRUZ 22' DUMP TRAILER	600	1K9SD22287K226364
S-117	07 KRUZ 22' DUMP TRAILER	600	1K9SD222X7K226365
S-118	07 KRUZ 22' DUMP TRAILER	600	1K9SD22217K226366
S-119	07 KRUZ 22' DUMP TRAILER	600	1K9SD22237K226367
S-131	06 KRUZ 22' DUMP TRAILER	600	1K9SD22236K226299
S-132	06 KRUZ 22' DUMP TRAILER	600	1K9SD22266K226300
S-133	07 KRUZ 22' DUMP TRAILER	600	1K9SD222X7K226384
S-134	07 KRUZ 22' DUMP TRAILER	600	1K9SD22207K226441
S-135	07 DIERZEN DUMP TRAILER	600	1D913272A7A059284
S-136	07 DIERZEN DUMP TRAILER	600	1D913272A7A059285
S-137	09 KRUZ 22' DUMP TRAILER	600	1K9SD232X9K226805
S-138	10 KRUZ 23' DUMP TRAILER	600	1K9SD2326AK226871
S-139	10 KRUZ 23' DUMP TRAILER	600	1K9SD2328AK226872

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
S-140	10 KRUZ 23' DUMP TRAILER	600	1K9SD232XAK226873
S-141	10 KRUZ 23' DUMP TRAILER	600	1K9SD2321AK226874
SL100	99 RAVEN DUMP TRAILER	600	1R1D62228XG09959S
SL102	99 HILBILT 22' DUMP TRAIL	600	1H9A3E3A4X1015143
SL103	99 HILBILT 22' DUMP TRAIL	600	1H9A3E3A3X1015148
SL105	99 HILBILT 23' DUMP TRAIL	600	1H9A3E3A9X1015154
SL106	99 HILBILT 23' DUMP TRAIL	600	1H9A3E3A8X1015162
SL107	99 HILBILT TRAILER	600	1H9A3E3A3X1015165
SL108	99 23' HILBILT DUMP TRAIL	600	1H9A3E3A7X1015167
SL109	99 HILBILT DUMP TRAILER	600	1H9A3E3A0X1015169
SL-110	02 RAVENS SEMI-TRAILER	600	1R1D622222G920022
SL-120	06 HILBILT 23' DUMP TRLR	600	1H9A3E3A061015056
SL-121	06 HILBILT 23' DUMP TRLR	600	1H9A3E3A261015057
SL-122	06 HILBILT 23' DUMP TRLR	600	1H9A3E3A461015058
SL-123	06 HILBILT 23' DUMP TRLR	600	1H9A3E3A261015060
SL-124	06 HILBILT 23' DUMP TRLR	600	1H9A3E3A661015062
SL-125	08 KRUZ 23' DUMP TRAILER	600	1K9SD24218K226575
SL-126	08 KRUZ 23' DUMP TRAILER	600	1K9SD24238K226576
SL-127	08 KRUZ 23' DUMP TRAILER	600	1K9SD24258K226577
SL-128	08 KRUZ 23' DUMP TRAILER	600	1K9SD24278K226578
SL98	99 RAVEN DUMP TRAILER	600	1R1D62223XG099598
T-10	XX WATER TANK	600	
T-12	92 ASPHALT TANK	600	4T04423NL025401
T-13	92 ASPHALT TANK	600	1H4T04425NL025402
T-14	94 VIM FUEL TANK	600	1V9T23528S1001025
T-15	92ETNYRE ASPHALT TNKER	600	1E9T44207NE007057
T-16	65 HEIL TANKER TRAILER	600	915087
T-17	98ETNYRE ASPHALT TANKE	600	1E9T44201WE007217
T-18	98ETNYRE ASPHALT TANKE	600	1E9T4420XWE007216
T-19	99 HEIL ALUMINUM TRAILER	600	5HTSN422/4/47TO7735
	Total	165	

Asphalt Distributors

6117	XX ETYNRE DISTRIBUTOR	600	
6412	Etnyre Asphalt Distributo	600	1E9T15205TE007117
6413	96 CHEVE PRIME TRUCK	600	1GBM7H1C8XJ105897
6414	95FORD LS8000 ETNYR DIST	600	1FDXS82E9SVA62871
9105	80 DIAMOND BILT	600	1D9ESH135A1004496

Total	5

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
Brooms			
5466	03 GMC ELGIN SWEEPER	600	1GDM7C1C02J510526
5467	03 GMC ELGIN SWEEPER	600	1GDM7C1C02J510561
5474	05 ALLIANZ VT-650 SWEEPER	600	1FVAB6BV95DN68939
5244	01 BROOM	600	21775

Total	4

Service & Utility Trucks

0202	88 FORD MODEL F800 TRK	600	1FDXK84A3JVA04134
0226	89 FORD SUPER DUTY	600	2FDLF47M3KCB01550
0300	89 FORD LN8000	600	1FDXR8ZA4KVA29575
0916	75 FUEL TRUCK 4000 GAL	600	D1045ECA26622
0301	89 FORD LN8000	600	1FDXR8ZAAKVA01228
0303	89 FORD LN7000	600	1FDPR72PZKVA24938
0304	87 FORD LN8000	600	1FDXR80UZHVA10531
0306	97FORD LT8513 GREASE TR	600	1FDYS86EXVVA11494
0308	90 FORD LS8000 CLEAN OUT	600	1FDXS82A1LVA06681
0309	91 FORD F700	600	1FDXK74A7MVA28676
0310	1990 GMC UTILITY TRUCK	600	1GDM7H1J0LJ604001
0313	00 STERLING LT7500	600	2FZNAJCB4YAG01617
0314	77 CHEVY BOOM TRUCK	600	CCE677V150385
0315	86 FORD LNT8000 BOOM TRK	600	1FDYW80U1GVA41703
0318	03 STERLING ACTERRA BOOM	600	2FZACGCS73AL71833
0320	02 CHEVY C7500 UTIL TRUCK	600	1GBM7H1C52J512617
0321	02 CHEVY C7500 UTIL TRUCK	600	1GBM7H1C42J510289
0322	03 FORD F650 BOOM TRUCK	600	3FDNF65263MB09366
0323	04 FORD F750XL SD FLATBED	600	3FRXF75P84V689474
0324	08 STERLING ACTERRA BOOM	600	2FZHCHBS38AZ78602
0325	08 FORD F750 SERVICE TRCK	600	3FRX75U38V660346
0326	09 FORD F750 SERVICE TRCK	600	3FRXF75U69V139249
0327	08 FORD F750 SERVICE TRCK	600	3FRNF75C38V075572
0522	08 FORD F550 SERVICE TRK	600	1FD5F56R88EC75813
0523	08 FORD F550 SERVICE TRK	600	1FD5F56RX8EC75814
0524	08 FORD F550 SERVICE TRK	600	1FD5FS6R18EC75815
0525	05 FORD F550 SD	600	1FDAF56Y55ED05125
0526	04 FORD F450 DUMP TRUCK	600	1FDXF46P44EC79367
0531	05 FORD F450 DUMP TRUCK	600	1FDXX47P75EC29754
0901	00 GMC VAN G	600	1GTFG25M2Y1902272
0908	01 FORD E150 VAN G	600	1FTRE14201HA69185
0918	01 FORD E350 VAN	600	1FT5S34L31HB68629
0925	04 FORD E350 VAN	600	1FDWE35L14HA91086
0926	07 FORD E250 VAN	600	1FTNE24L17DB00649
3232	96 FORD E350 VAN	600	1FDKE30F9THB40971
1837	66 SPECTRUM	600	G355399
3228	99 FORD ELDORADO BUS	600	1FDXE40S8XHB56545
3229	02 FORD E150 VAN	600	1FMRE11W02HA05667
3231	07 FORD E350 VAN	600	1FBSS31L57DA62143
4628	07 MACK CV713 W/CONC BRKR	600	1M2AG11C37M060173
5457	89 FORD F800	600	1DXK84A2KVA14851
5468	95 FORD F800 FLATBED	600	1FDNF80C25VA35086
5469	95 FORD F800 FLATBED	600	1FDNF80C95VA35702
5470	95 FORD FLATBED F800	600	1FDNF80C0SVA35944

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
5476	88 FORD LN8000	600	1FDXR80U5JVA06110
5477	98 FORD LNT8000	600	1FDWN80C9WVA11865
5487	87 FORD F700 VAN	600	1FDPT74A2HVA37708
5488	89 FORD LN8000	600	1FDXR8ZA0KVA17343
5489	79 FORD LN7000	600	R71BVEJ9832
5457	89 FORD F800	600	1DXK84A2KVA14851
5468	95 FORD F800 FLATBED	600	1FDNF80C2SVA35086
5469	95 FORD F800 FLATBED	600	1FDNF80C9SVA35702
5470	95 FORD FLATBED F800	600	1FDNF80C0SVA35944
5476	88 FORD LN8000	600	1FDXR80U5JVA06110
5477	98 FORD LNT8000	600	1FDWN80C9WVA11865
5487	87 FORD F700 VAN	600	1FDPT74A2HVA37708
5488	89 FORD LN8000	600	1FDXR8ZA0KVA17343
5489	79 FORD LN7000	600	R71BVEJ9832
6141	90 FORD LS8000 FORM TRK	600	1FDYR82A7LVA05003
6142	90 FORD LN8000 FLATBED	600	1FDYR8AOLVA05005
6146	95 FORD LS8000 DUMP/PLOW	600	1FDYS82E9SVA22200
6147	98 FORD LS8000	600	1FDYS80EXWVA39886
6149	90 FORD L8000 DUMP TRK	600	1FDYK82A5LVA05344
6150	97 FORD L8000 DUMP TRK	600	1FDYK82E5VVA18262
6136	87 FORD LS8000 YARD SPTTR	600	1FDYS80UXHVA19373
6138	88 FORD LS8000 DUMP TRK	600	1FDX580U6JVA03219
6139	88 FORD LS8000 CLEAN OUT	600	1FDXS82A1JVA10906
6148	91 INTERNATIONAL 4900 DMP	600	1HTSDZ4P2MH325672
6151	97 FORD L8000 DUMP TRUCK	600	1FDYK82E3VVA18261
6152	95 FORD L8000 DUMP TRUCK	600	1FDYS82E6SVA22199
0319	96 FORD F800 DIGGER DRRCK	600	1FDXF80C1TVA24462
0328	10 FORD F750 BOOM TRUCK	600	3FRXF7FE3AV274572
5483	93 FORD F700	600	1FDXK74C7PVA29252

Total	73

A99999	ANTIQUES		
99918	61 CAT 977H LOADER	600	53A00879
99919	66 CAT 933G LOADER-ANTQUE	600	42A06877
99920	29 MACK DUMP TRK-ANTIQ	300	5115959
99932	AUTO PTCH GRDR-ANTIQUE	300	
99949	1941 PACKARD	300	14832001
0008	58 CHEVROLET IMPALA	600	F58179086
0020	63 RANCHERO	600	3H27U155826

Total	7

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
AIR COMPRESSOR			
2005	XX KELLOG AIR COMPR	600	V8E8415PKEM
2009	XX SULLAIR AIR COMPR	600	003-48776
2023	99 ATLAS 850 COMPRESSOR	600	307-218
4009	XX SULLAIR AIR COMPR	600	003-71161
5310	XX IR 15TE AIR COMPR	060	30T189179
5311	KELLOGG-AMER A/COMPR	060	876854
5312	XX JAEGER AIR COMPR	060	NONE
5315	XX PORTABLE AIR COMPR	060	30T727633
5332	XX IR T30 AIR COMPR	600	30TC91383
5333	XX IR T30 AIR COMPR	600	30TC-915905
5334	XX AIR COMPESSOR	600	
5501	XX IR AIR COMPRESSOR	060	
5651	QUINCY AIR COMPRESSOR	600	346597
5652	WORTHINGTON AIR COMPR	600	862399
5653	SULLAIR AIR COMPRESSR	600	00372269
5655	96 COMPRESSOR	600	30T-816277
5656	IK 25HP AIR COMPRESSOR	060	
6102	XX SPEEDAIRE AIR COMPR	060	MD12937B
9611	86 SULLAIR 185 CFM AIR	600	90495
9612	99 I.R. CFM AIR COMPRESSO	600	300500UDJ708
ASPHALT GRINDER			
5001	XX CUTTER DRUM	600	
5002	XX CUTTER DRUM	600	
5006	XX BARTMILL 150C GRINDER	600	150696131
5007	95 BARTMILL 150 GRINDER	600	150493117
5008	96 BARTMILL 150C GRINDER	600	151096136
5010	XX BARTMILL BM150 GRINDER	600	150595125
5410	10 WIRTGEN W2000 GRINDER	600	06.20.1427
5415	07 WIRTGEN 2000 GRINDER	600	06.20.1038
5414	06 WIRTGEN 2200 GRINDER	600	08.21.0291
5416	07 WIRTGEN 2200 GRINDER	600	08.21.0355
9408	XX CAT PC204 COLD PLANER	600	RDG00239

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
ASPHALT PAVER			
5013	BLAW KNOX RW195D SPRD	600	19521-08
9517	CAT BG260C PAVER	600	8GN00572
9518	01 BLAW KNOX PAVER	600	44100286
9519	2004 LEEBOY PAVER	600	8500T-41353
9520	06 CAT AP1000 ASPHLT PAVR	600	EAD00102
9521	04 BG BG260C ASPHLT PAVER	600	2LN03856
9522	07 CAT AP-1055D PAVER	600	FAC00490
9524	08 CAT AP-1055D PAVER	600	FAC00642
9525	10 CAT AP600D ASPH PAVER	600	TFZ00213
9526	07 CAT AP800D ASPH PAVER	600	A5P00193
9516	00 ROADTEC SHUTT BUGGY	600	SB2500X525
9523	08 ROADTEC SHUTTLE BUGGY	600	SB2500DX997
ASPHALT PLANT & EQUIPMENT			
2002	82 N. Y. BLOWER FAN SYS	600	
2003	88 BIN LAYOUT CONTROL	600	
2004	81 BUILDINGS HILLSIDE	600	
2006	ESTEE FEEDERS/HOPPERS	600	97-1216
2007	Gencor Drum Conveyor SP	600	B-99-12-5139
2010	XX ADD TV SYSTEM 2000GL	600	#AA20HI
2011	SILO / CONVEYOR	600	
2021	BITUMA SILO	600	
2022	GENCOR TOP SILO CONVEY	600	
3002	85 SILO MDL E-8-14-17	600	
3018	91RRD UNLDG SYSTEM-DES	600	
4002	XX BUILDING BARTLTT PLT.	600	
4003	COLD FEEDER	600	
4004	PITS & PADS SCALE PIT	600	
4013	SPUR RR - BARTLETT	600	
4015	91 SILO ERECTION	600	
4200.22	HILLSIDE PLANT	600	
4200.24	BARTLETT PLANT	600	COMPONENT PARTS
4200.25	HUNTLEY PLANT	600	N/A
4200.26	CITY MATERIALS PLANT	600	
4200.27	WEST CHICAGO PLANT	600	
4200.28	FRANKLIN PARK PLANT	600	

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
ASPHALT ROLLERS			
2622	XX IR DD70D ROLLER	600	
2623	99 IR SD100 ROLLER	600	154039
5026	BOMAG BW10AS TANDEM R	600	101560000167
5028	BOMAG BW10AS TANDEM R	600	
5042	XX IR PT125 ROLLER	600	153105
5053	03 I.R. DD110 VIB ROLLER	600	172150
5055	XX DYNAPAC CS15 ROLLER	600	00148
5058	HYSTER C350 ASPHALT ROLL	600	5327F
5059	06 CAT CB-534D ROLLER	600	EAA00467
5060	06 CAT CB-534D ROLLER	600	FGH00558
5061	98 INGRAM AS315 ROLLER	600	02980050
5062	02 INGRAM AS315 ROLLER	600	0502066
5063	05 HYPAC C778B ROLLER	600	901821501942
5065	07 IR DD112HF ROLLER	600	193729
5066	00 IR DD70 ROLLER	600	153380
5067	01 INGRAM AS315 ROLLER	600	1101057
5068	05 HYPAC C788B DRUM ROLLE	600	901B21501941
5069	98 INGRAM AE315 ROLLER	600	39800052
5070	XX HYPAC C778B ROLLER	600	
5072	08 IR DD118 ROLLER	600	118418
5073	09 SAKAI R2H-2 ROLLER	600	1R5-60116
5074	10 SAKAI R2H-2 ROLLER	600	1R5-60157
5075	10 SAKAI R2H-2 ROLLER	600	1R5-60156
5076	06 IR DD112HF VIB ROLLER	600	188949
5438	05 BOMAG BW120 ROLLER	600	101170515529
5439	05 DYNAPAC CC122 ROLLER	600	60118182
9430	02 I.R. DD24 VIB ROLLER	600	170308
Concrete Paving Equipment			
2137	ARW ALLEN SCREED W/ALL	600	NONE
2151	85 CAT TC250 CURE MACHINE	600	7HC00126
2154	08 HEM 1227 CURE MACHINE	600	021508
2155	08 GOMACO TC600 TEX/CURE	600	904400-178
2328	06 GOMACO PS-2600 PLACER	600	904900-058
2350	04 CMI CONCRETE PLACER	600	46276616
2329	XX DOWELL PACK DRILL RIG	600	
2330	CONC. MIXER/PUMP&MIXER	600	922449T2PA
2331	DRILL RIGG/HOMEMADE	600	
2332	300'x10" PAVING FORM	600	
2337	XX MINNICH DRILL RIG	600	1293
2345	06 GOMACO GHP-2800 PAVER	600	905200-128
2347	05 GOMACO GHP-2800 PAVER	600	905200-118
2349	07 MINNICH A4SC DRILL RIG	600	3249-20
2351	08 GOMACO CMMDR III PAVER	600	900100-838
2352	08 GOMACO 9500 TRIMMER	600	905500-174

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
3124	94 MILLER #1000	600	1111R
3125	05 MILLER CURB MACHINE	600	81-345RM
3126	07 MILLER M-8800 PAVER	600	88033M
5030	DRILL RIG	600	10023-10
CONCRETE PLANT EQUIPMENT			
2339	08 REXCON S CONCRETE PLT	600	2196
2341	LUDELL HOT WATER HEATER	600	
2344	06 REXCON CONCRETE PLANT	600	2106
AGGREGATE HANDLING & WEIGHTING EQUIPMENT			
2729	JAW DISCHARGE CONVEYOR	060	
3008	XX CONVEYOR SYSTEM	600	
4007	R/STKER-BARTLET 36X150'	600	
5003	XX CONVEYOR 30 X 15'	060	
5009	XX CONVEYOR 30 X 50'	060	
5011	FIELD CONVEYOR 30X30'	060	
5031	83 ANOLOGIC DIGITAL WT.	060	5000-1733
5032	XX STATIONARY MAGNET	060	DFC-1024-ST
5035	48X40' CHANNEL CONVEY	060	
5208	XX SWITCHGEAR MOUNTED	600	NONE
5259	XX ELECTROMAGNET	060	
5262	XX 30 ELECTROMAGNET	060	AAM DFC-0730-ST
5263	XX A&A 716 16 MAGNET	060	
5266	DINGS 55CR MAGNET CBSC	060	960616
5272	30" CROSSBELT MAGNET	060	433877E
5274	BELTWINDER - HOMEMADE	060	HOMEMADE
5295	ELECTROMAGNET	060	
5302	XX AMSCO FEEDER	060	602
5502	XX B.G.CONVEYOR 24X45'	060	PA70-738
5503	XX B.G.CONVEYOR 30X80'	060	87738 C3
5504	XX B.G CONVEYOR 24X100'	060	87738 1
5505	XX B.G.CONVEYOR 30X80'	060	PA80X247
5506	XX PORT STACKR 1-36X125'	060	NONE
5507	XX CONVEYOR 4-30 X 100'	060	NONE
5508	XX HM CONV 4-30 X 80'	060	NONE
5509	XX HM CONV 2-24X80'	060	NONE
5510	HM CONV 3-30X120',105,120	060	NONE
5511	XX HM CONVEYOR 1-24X40'	060	NONE
5512	XX HM CONVEYOR 36 X 50'	060	NONE
5513	XX HM CONVEYOR 2-36X80',1	060	NONE
5514	XX HM CONVEYOR 1-24X80'	060	NONE
5515	XX HM CONVEYOR 1-30X 60'	060	NONE
5516	XX B.G. CONVEYOR 24X100'	060	NONE
5517	XX FIELD CONV 9-36X120'	060	NONE
5518	XX FIELD CONVEY 2-24X60'	060	NONE

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
5519	XX FIELD CONVEY 1-24X30'	060	NONE
5520	XX FIELD CONVEY 30 X 40'	060	NONE
5521	XX FIELD CONVEY 1-30X40'	060	NONE
5522	XX CONVEYOR 30 X 40'	060	NONE
5523	XX CONVEYOR 1-24 X 50'	060	NONE
5524	KOLMAN CONV 24X60'	060	71-182-60-24
5525	XX B.G. CONVEY 1-24X100'	060	83683-1
5526	XX B.G.CONVEY 1-24X60'	060	NONE
5527	XX B.G. CONVEYOR 24X80'	060	PA70X738
5528	XX CONVEYOR 1-36X35'	060	NONE
5529	KOLMAN CONVEYR 24X40'	060	P5275
5531	XX CORR PIPE 8' X 200'	060	NONE
5532	RETNORD IDLER BELT-36'	060	NONE
5533	XX BARBER GREENE 30X70	060	PK70A86
5534	XX CONVEYOR 48 X 25'	060	
5539	XX CONVEYR 36X500'	060	NONE
5541	XX STACKER 30 X 125'	060	NONE
5542	XX STACKER 30 X 65'	060	NONE
5543	XX CONVEYOR 24 X 35'	060	NONE
5544	87 R/ STACKER 30X150'	060	NONE
5545	TRUSS 20HP CONV 36X50	060	0050
5546	TRUSS R/STACKER 30X120'	060	0042
5547	TRUSS R/STACKER 24X120'	060	0043
5548	TRUSS R/STACKER 24X60'	060	0044
5549	TRUSS 10HP CONV 24X50'	060	0045
5550	TRUSS R/STACKER 24X105'	060	0046
5551	TRUSS 20 HP CONV 36X55'	060	0049
5559	XX KOLMAN CONVR 36 X 80'	060	NONE
5560	XX KOLMAN CONV 30X150'	060	NONE
5561	CONV 30 X 225' STAT. STAC	060	
5565	XX HM CONVEYOR 30 X 60'	060	
5567	THOR STKER CONV 36X120'	060	
5568	11'X200' CMP TUNNEL	060	16LP140A-2254
5569	XX CONVEYOR 6' X 20'	060	HOMEMADE
5572	XX CONVEYOR 36 X 200'	060	26082
5573	PORTABLE CONV.36 X 50'	060	HOMEMAADE
5577	MARCO CONVEY 42 X 100'	060	71690-5
5578	MARCO CONVEY 42 X 100'	060	71690-6
5579	MARCO CONVEY 42 X 100'	060	71690-8
5580	MARCO CONVEY 42 X 100'	060	71690-9
5581	MARCO CONVEY 42 X 100'	060	71690-2
5582	MARCO CONVEY 42 X 100'	060	71690-1
5583	MARCO CONVEY 42 X 100'	060	71690 - 4
5584	PIONEER 12CY HOPR/FEED 36	060	
5586	PIONEER CONVEY 30X25'	060	
5590	96 SUPERIOR CONV W/HOPPE	600	2285-96
5591	96 SUPERIOR CONV W/HOPPE	600	2286-96
5592	94 MARCO STKER 42X150'	060	71690-7

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
5594	97 EXCEL STACKER 30X100'	060	
5597	97 EXCEL MGNET CONV48X35'	060	J0197-461D
5601	SYNTRON F-440-D FEEDER	060	2-228472-E
5602	XX CONVEYOR 36 X 145'	060	
5701	XX 42 X 20' CONVEYOR	060	
5702	06 MASABA 48" MAGNET CONV	060	2006167
5704	01 TCI PORTABLE MAGNET	060	0105001
5710	30"X32' RETURN CONVEYOR	060	
5711	CONVEYOR 36" X 10' - WP	060	
5712	CONVEYOR 42" X 80' - NP	060	
5713	CA-16 RADIAL STACKER	060	
5714	30" X 10' CONVEYOR	060	
5715	24" X 60' CONVEYOR	060	
5717	24"X70' CONVEYOR	060	
5718	01 PERMANENT MAGNET	060	DFC720ST
5723	CONVEYOR	600	
5726	07 KOLBERG 36X125 CONVEYR	060	406443
5728	48"x32' SAN CLASSIFIER	060	5242
5729	NORDBERG JAW DISCHARGE CO	060	
5730	WASH SCREEN FEED CONVEYOR	060	
5732	500MMX14M CONVEYOR	060	
5733	XX CARTER 36X250 CONVEYOR	060	N/A
5734	90 SUPERIOR 15YD FEED BIN	060	424ZZ053
5739	36"x40" CONVEYOR	060	
5740	36x130' STACKER	600	
5741	30"X120' STACKER	060	
5743	24"X21' EAGLE LOG WASHER	600	020769901
5744	2002 HMADE 36"X70' STACKE	060	
5745	36"X1000" CONVEYOR	060	
5747	24"X100' STACKER	060	HOMEMADE
5748	600 AMP SWITCH GEAR	060	GO# SCG33390
5749	36"X40' PORTABLE CONVEYOR	060	
5750	01 DINGS MAGNET	600	124483
5761	800 MM X 9M CONVEYOR	060	
5762	800 MM X 15M CONVEYOR	060	
5763	1000 MM X 15M CONVEYOR	060	
5764	1500 MM X 6.15M MAIN CONV	060	
5767	24" x 100' Conveyor	060	
5768	24"x50' CONVEYOR	060	
5769	36"x140' FIELD CONVEYOR	060	
5770	36"x140' FIELD CONVEYOR	060	
5771	24"x42' CONVEYOR SECTION	060	
5772	24"x125' CONVEYOR	060	
5773	24"x125' CONVEYOR	060	
5774	05 42"x7" 1000' CONVEYOR	060	
5775	36" CHANNEL CONVEYOR	060	HOMEMADE
5776	OVERLAND CABLE CONVEYOR	060	
5777	42"x7" 1000' CONVEYOR	060	

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
5779	42"X450 HOMEMADE CONVEYOR	060	
5783	SQUARE BARN WASH TUNNEL	060	
5785	08 KURTZ 36X80 CONVEYOR	060	NONE
5787	08 KAFKA 36X95 HYDR CNVYR	600	EL3695IL30863002
5788	08 KAFKA 36X95 MNL CNVYR	600	EL3695IL30863001
5793	XX KURTZ 24X90 CONVEYOR	060	NONE
5794	XX KURTZ 30X75 CONVEYOR	060	NONE
5795	99 KEPPEL 36X30 CONVEYOR	060	C99210-26
5796	XX KOHLBRG 24X40 CONVEYOR	060	NONE
5797	XX TRNSFER CONVEYOR 30X80	060	OBL
5801	XX CONVEYOR 24 X 40'	060	HOMEMADE
5811	XX STACKER 30 X 80'	060	PK80X279
5815	KOLBERG CONVEY 30X70'	060	545 130 80 69
8104	B.G. R/STACKER 24 X 100'	060	NONE
8105	B.G. R/STACKER 24 X 150'	060	NONE
8106	BARBER GREEN 24 X 70'	060	PA80X243
8107	B.G. R/STACKER 36 X 80'	060	
8108	HM CONVEYOR 30 X 105'	060	NONE
8109	XX HM CONVEYOR 30 X 30'	060	NONE
8110	XX HM CONVEYOR 24 X 20'	060	NONE
8111	XX HM CONVEYOR 30 X 60'	060	NONE
8112	HM TRF CONVEY 30 X 20'	060	NONE
8113	HM CONV R/STAC 30 X 100'	060	NONE
8114	HM CONVEYOR 30 X 100'	060	NONE
8115	KOLBERG CONVEY 24X70'	060	797-124-30-70
8116	KOLMAN CONV R/S 24X60'	060	71-183
8117	KOLBG CONV R/ST 30X80'	060	545-130-80-69
8121	TELSMITH CONV STA30X80'	060	PK80AU61
8122	76ABCO CONV STA30 X 60'	060	106-196
8123	76 B.G. CONVEYOR 30X220'	060	92249-C1
8125	76 SMALIS 30 X 90' R/STAC	060	NONE
8126	76 B.G CONV R/STA36X150'	060	PK215X210
8131	B.G. CONV STACK 24X60'	060	
8132	B.G. CONV R/STACK 24X60'	060	
8133	84UT 1710 CONV R/S 30X60'	060	MDLS6030WD
8135	XX CONVEYOR 36 X 100'	060	NONE
8138	XX RADIAL STACKER 30X90'	060	NONE
8139	XX RADIAL STACKER 30X90'	060	NONE
8144	B.G.CONV STACKER 24X75'	060	
8145	KOLMAN CONV STA 30X60'	060	109-1830-60-71
8146	XX CONVEYOR 24 X 15'	060	NONE-HOMEMADE
8147	XX CONVEYOR 24 X 15'	060	NONE-HOMEMADE
3006M	3 MINNICH VIBRATORS	600	
5532X	36"X69' 1HP FEEDER	060	
CRANE			
4618	03 CRANE GROVE TMS 500e	600	223687

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
4619	86 P & H 33 TON CRANE	600	6V53N50
4622	1966 MANITOWOC CRANE	600	39684
4635	XX GROVE TMS 520 CRANE	600	69785
4639	96 GROVE RT528C CRANE	600	84663
CRUSHING EQUIPMENT			
5018	EAGLE IRON SAND SCREW	060	3836
5022	93 CEDAR RAPIDS PUG MILL	060	NONE
5530	09 GREYSTONE 44X32 WASHER	060	FM44T120927339GS
5535	XX 66 SH NORDBERG CONE CR	060	5650
5536	XX SCREEN 7 X 18 (2)	060	5884
5537	08 GREYSTONE 36X18 WASH	060	CM36S50823691GS
5538	DEISTER 8X20 TD SCREEN	600	779854
5540	NORDBERG SYMONS CONE	060	40634
5554	HEWITT ROBBINS FEEDER	060	SR-VE-7727
5556	HMADE SCREENG PLT 6X16	060	2616LP140A-2254
5557	90 1315NBERG IMPT CRUSH	600	BP1315129
5558	PIONEER APRON FEEDER	060	AF-42-181
5562	GREYSTONE SCREW MACH	060	FM54T3911584GS
5564	NORDBERG C125JAW CRSH	060	C1250101
5566	36X27' TWIN SAND SCREEN	060	313-65
5570	DEISTER 5X16 DD SCREEN	060	338285
5571	NORDBERG C140JAW CRSH	060	C1400114
5571X	ELECTROMAGNET	600	
5575	XX HARP SCREEN 4X8	060	88569C
5585	PIONEER RP42-272FEEDER	060	H4789A
5588	96 SIMPLICITY SCREEN 6X20	060	3620 LP140A-1929
5589	96 SIMPLICITY SCREEN 7X20	060	3720-DM140D-4361
5593	97 PEP SCREEN 5 X 10	060	94942
5595	97 EXCELL JAW CRUSHER	600	J0597-471D
5596	93 READ RD150B SCREEN	060	541
5598	97NBERG HP300CONECRSH	060	C3086-0084
5599	GREYST 54X35' SAND SCR	060	FM54T11983385GS
5600	NBERG HP300 CONE CRSH	060	2055-2747
5703	NORBERG CRUSHER NW300	060	2301
5706	01 LIPPMAN CRUSHER	600	2001-0557
5708	02 ASHROSS 1260C UNLOADER	600	AR1260C11902
5719	NORBERG CONE CRUSHER	060	
5720	G208 GYRATORY CRUSHER	060	4298
5721	SCREEN	600	PS-055
5722	AP 5X12 3-DECK SCREEN	060	PS-054
5725	XX PEP 2-DECK SCREEN PLNT	060	91757
5727	XX DINGS 36"X6' MAGNET	600	971770
5731	02 PEP 2-DECK SCREEN PLT	060	021925
5735	04 MOTOR CONTROL CENTER	060	1UYVS2485TU653742
5737	3X6 SD SCREEN-KOLMAN	060	
5742	02 NRDBRG LT1315 IMPCT CR	600	NB22003

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
5751	XX KOLBERG SPLITTER CHUTE	060	496645
5752	03 SIMPLICITY SCREEN. PLT	060	2003118
5753	03 SIMPLICITY SCREEN. PLT	060	2003119
5755	04 EXTEC S5 SCREEN PLANT	600	8456
5756	POWER SCREEN	600	1350117
5757.000	COBRA IMPACT CRUSHER	600	590-003-000-000
5757.001	VIBRATING SCREEN 4016-1	600	
5757.002	MAGNET 14KW	600	
5757.003	MOTOR CONTROL CENTER	600	
5757.004	800MM X 9 M CONVEYOR	600	
5757.005	800 MM X 15 M CONVEYOR	600	
5757.006	1000MM X 15M CONVEYOR	600	
5757.007	1500 MM X 6.15 M CONVEYOR	600	
5758	S4016-1 CRUSHING SCREEN	060	
5759	M150/100-14KW magnet	060	
5760	MOTOR CONTROLS/SWITCH	060	
5765	Diester Screen	060	1000452
5766	04 SIMPLICITY SCREEN	600	2720DM140DS5921
5775.2	06 SYNTRON HOPPER FEEDER	060	N/A
5775.3	06 SYNTRON HOPPER FEEDER	060	N/A
5775.4	06 SYNTRON HOPPER FEEDER	060	N/A
5780	06 SIMPLICITY 7X20 SCREEN	060	3720DM140DS6320
5781	07 KURTZ 4672 IMPACTOR	060	BKS-4672-10898
5782	06 LIPPMANN 3062 CRUSHER	060	2006-0696
5784	07 LOKOTRACK 1415 CRUSHER	060	73248
5786	07 KURTZ 4672 IMPACTOR	060	BKS-4672-11040
5791	XX DEISTER 4X8 INC SCREEN	060	
5792	79 CEMCO 54 IMPACTOR	060	AHD-0679IT
5802	XX WASH PLANT SKID MT	060	NONE
5803	XX SIMPLICITY 5X16 (3)	060	3516-HS120-838-S
5804	TOSHIBA INSPT.	060	NONE
5814	ROCK BREAKER BOM/HAM	060	911
8120	97 DEISTER 8X20 SCREEN	600	729712
8127	83 EAGLE 28'X10'SCALPING	060	12034
8129	75EAGLE SAND SCRECLAS	060	8497
8140	XX EAGLE CLAY WASHER	060	
8142	EAGLE SAND SCRE 54X35'	060	8705
8143	PIONEER APR FEED 42X30'	060	AF42171
DEMOLITION BREAKER			
3120	74TRAMAC BRH5015 HYDHM	600	1390B
3122	81TRAMAL BRH125 HYD HM	600	13130
4155	79 INGERSOLL-RAND 90 LB	600	A66CC-80-988
4157	90 LB BREAKER	600	6804
4166	82 ADT 190 90LB BREAKER	600	9150
4171	00 CHGO PNEUMATIC 90 LB	600	F555099
4173	WACKER EHB 10/110 BRKR	600	519144899

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
4612	TRAMAC BRH125 HY	600	13129
4631	XX IMPACTOR 2000	600	KF95R1118
4632	BRODERSON HYDRA-HAMM	600	11272
4633	BRODERSON HYDRA-HAMM	600	11279
4634	01 IPC PAVEMENT BREAKER	600	
4637	05 ATLAS COPCO MB1000 BRK	600	203
4638	06 CAT H130S HYDRA HAMMER	600	7CM04396
5246	XX LABOUNTY CONC CRACK	600	4086
5265	ALLIED 742 HYDRAUL BRKR	060	1593,1594,2681
5271	ALLIED POWER BOOM BREAKER	060	01762
7054	82WACKER CONCR BREAK	600	358848801
7055	XX EH 10/110 BREAKER	600	519154914-60585
Misc. Earth Moving Equipment			
1725	XX ROME TANDEM DISC	600	S4MR
3712	03 11X30 OFFSET DISK	600	1230802
3713	ROME DISC MODEK TRM16	600	4TMR2733
3714	ROME DISC MODEL TMR 16	600	TMR2752
3715	ROME DISC MODEL SAW 20	600	CL9880A-126
3722	XX ROME DISC	600	UNKNOWN
5245	99 GLENMAC ROCK PICKER	600	BHL9A004
DOZER			
3560	03 KOMATSU D21P-7 DOZER	600	81990
3561	03 KOMATSU D31PX-21DOZER	600	50045
3556	00 KOMATSU DOZER D31P	600	80958
3569	02 CAT D5C XL III DOZER	600	7PS01243
3562	03 CAT D6RIIL DOZER	600	1ADE00132
3563	03 CAT D6N DOZER	600	AKM00490
3564	03 CAT D6N DOZER	600	AKM00491
3568	07 CAT D6N DOZER	600	DJA00248
3570	07 CAT D6N DOZER	600	DJA00316
3573	07 CAT D6N DOZER	600	AKM02087
3574	08 CAT D6N DOZER	600	AKM02221
3558	03 CAT D8 DOZER	600	6YZ01236
3559	03 CAT D8R DOZER	600	6YZ01237
3565	04 Cat D8R Dozer	600	6YZ01744
3566	04 CAT D8R DOZER	600	6YZ01747
3567	05 CAT D8T DOZER	600	KPZ00738
3575	08 JONH DEERE 750J DOZER	600	T0750JX153357
3571	07 JOHN DEERE 750J DOZER	600	T0750JX145163

Lifts			
4601	98 CLARK FORKLIFT CGP30	600	P365D-0101-9512FB

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
4603	98 CLARK FORKLIFT	600	P365-0684-9489FB
4613	92 GRADALL FORK LIFT	600	02440405
4614	CAT TH83 CAB FORK LIFT	600	3RN01572
4623	99 CAT TH103 FORKLIFT	600	3PN00929
4624	XX CAT TH63 FORKLIFT	600	5WM01006
4625	07 CAT P5000 FORKLIFT	600	AT3503201
4626	00 CAT TH63 TELEHANDLER	600	5WM04481
4627	XX JOHN DEERE 482C FKLT	600	T04239D732846
4602	98 CLARK FORKLIFT CGP30	060	P365D-0100-9512FB
5417	XX UPRIGHT MANLIFT-SL26	600	8073
5418	XXSKYJACK SJ-3220	600	605554
5419	XXGROVE MANLIFT MZ145	600	21450
5424	99 GROVE MANLIFT	600	46677
5425	99 GROVE MANLIFT	600	251407
5426	99 GROVE MANLIFT	600	46088
5427	98 GROVE MANLIFT	600	46089
5428	98 GROVE MANLIFT	600	44534
5429	04 JLG 400S BOOM LIFT	600	0300074338
5430	00 TELEDYNE LIFT	600	1001120
GENERATOR			
5005	XX GMC ENGINE V-71	060	SPARE V12-21
5321	XX 1-10,000 GAL FUEL TANK	060	NONE
6012	78 GNL 3.75KW ALTENATOR	600	0542478
6013	78 GOODALL START-ALL	600	43977
6017	81 ONAN MOD. DJE GENER.	600	792960
6018	81 ONAN MOD. DJE GENER.	600	792961
7001	XX CAT GENERATOR SET	060	150RH763MD#D337F
7002	CAT SET D-398 GENERATR	060	5001H2005#66B2697
7003	XX MURPHY DIESEL	060	MP24T26168
7004	XX GM V12 POWER PLANT	060	12VA22383
7006	XX GM V8 POWER PLANT	060	8VA137849
7007	XX GM V6 POWER PLANT	060	6VA48932
7008	XX MURPHY DIESEL ROLLS	060	MP24T25437
7013	CAT 3412/SR4 GENERATOR	060	38S1516/58B3058
7014	CAT GENERATR SET 155KW	060	66021212
7018	XX CAT D3412 GENERATOR	060	081Z11855
7019	XX ONAN GEN SET 7 1/2 KW	060	0772469949
7020	XX DETROIT V12 GEN SET	060	4-C-64
7021	CAT V8 POWER PLANT 3408	060	67U269
7022	XX CUMMINS 6CYL ENGINE	600	530331
7023	XX GMC 453 ENGINE	600	4DBC34259
7024	XX R&H 5500 GAS GENERAT	600	101089-1
7026	73 CAT 175KW GENERATOR	600	83B153
7027	CUMMINS/ONAN GENERAT	600	LS70951281
7028	XX ONAN 7510 GEN SET	060	1172527125
7029	XX EMPIRE 1000 GEN SET	060	483-168

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
7031	99 CAT D3412 GENERATOR	600	81Z05799
7033	XX CAT XQ125 GENERATOR	600	9HK00277
7034	MULTIQUIP 25KW GENERATOR	600	7104056
7035	MULTIQUIP 25KW GENERATOR	600	7105183
7036	XX JOHN DEERE GEN SET	600	T04045T563753
7038	CAT 344KVA GENERATOR	600	
7039	08 CAT C18 GEN SET	600	CAT00000EEKW00541
7040	07 CAT D50-4 GENERATOR	600	0N4D00979
7056	XX RHF 4000 HSV GENERAT	600	899101
8002	CAT ENGINE GENERATOR	060	37B2774 150RA763
8003	XX GMC V12 712047000	060	12VA22306
8004	XX GM 708-4700	060	8UA119634
8005	XX GM 5034-7101	060	300075644
8119	XX CUMMINS ENGINE	060	10376858
GRADER			
4500	07 JD 872D MOTORGRADER	600	612593
4518	CAT 140G MOTOR GRADER	600	72V15426
4519	CAT 140G MOTOR GRADER	600	72V15446
4520	CAT 140G MOTOR GRADER	600	72V15459
9211	97 140G MOTOR GRADER	600	72V17175
9212	96 CAT 140H MOTOR GRADER	600	5HM507
9213	96CAT 140H MOTOR GRADE	600	5HM613
9214	03 CAT 140H MOTOR GRADER	600	APM00684
MISC ASPHALT EQUIPMENT			
4174	TAR KETTLE	600	NONE
5046	95 IR ROLLER	600	142937
9104	CIMLINE PORTABLE TAR KTTL	600	95320054
9406	99BOMAG WLK BEHIND RO	600	1D1D20005204
9407	99BOMAG WLK BEHIND RO	600	101020005318
9409	79 WACKER WALK BEHIND	600	NONE
9726	XX CORE DRILL	600	161-1520
9727	XX CORE DRILL	600	14-102
MISC EQUIPMENT			
5754	MAGNETIC CROSSBELT	060	2003118
5236	GANNON HYD. LANDSCAPE	600	NONE
5237	XX GILL SU 240-96	600	NONE
5242	XX HARLEM POWER RAKE	600	89A04077X
5243	XX MOTOROLA RADIO SYST	600	N/A
5318	PRESSURE WASHER	060	
5319	XX HYDRO BLITZ WASHER	060	50E24K-202-059
5320	ELEC MAGIC SPACE HEATR	060	135823
6101	XX STEAM CLEANER	060	216132

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
7025	83 6GPM 2000PSI STEAMER	600	H1029/1283
7030	PRESS/WASHER ENG8-3002	600	
7032	00 PRESSURE WASHER	600	300044H
8204	HOTSEY TREAM CLEANER	060	76123JA
9826	00 MOTOROLA MD L35RTB	600	418 CFG 0001
0909	2002 HONDA CART	600	478TE260624105129
0910	02 GATOR	600	VG06X4D027701
1736	76 SAFETY BOX	600	NONE
1813	XX TRAILER DOLLY	600	T-09728
2607	75 GRACO JOINT SEAL PUM	600	204925
4057	01 BIG JOHN TREE TRNSPLNT	600	
4168	XX HAR 4112-#55 DRILL 7/8	600	10478
4169	TAMROCK HYDRAULIC DRIL	600	HH50-10892
4170	XX TRAMROCK HYDRAULIC DRI	600	HH50-10918
4610	XX LINDIG LR200 SHREDDER	600	23356
4616	79 SCREEN PULVERIZER	600	24895510A
4636	XX HYDRAULIC HAMMER	600	BIT830
5203	XX WEB 50'X10' TRK SCALE	060	7079
5221	XX MOWER	600	
5252	XX STONE MIZER 16 YRD	600	EFSM16
5260	XX PORTABLE TRUCK SCALE	060	
5264	XX CONCRE.DECK TRK SCALE	060	40 FT X 10 FT
5267	XX PITLESS CDINAL TRKSCLE	060	
5268	XX CARDINAL TRK SCALE	060	
5273	XX 60X11 BTEK VEH SCALE	060	04042789
5296	TRENCH SHIELD	600	
5297	TRENCH SHIELD	600	107867
5420	BRADCO TRENCHER	600	1001120
5421	SUPERCAGE MANBASKET	060	
5422	MANBASKET	600	
5423	MANBASKET	600	
5700	CONTROL BOARD	060	
5705	01 LINATEX SEPERATOR	060	514162-01
5738	MOTOR CONTROL CENTER	060	
5746	02 AGGREGATE SCRUBBER	060	BM30S50210137GS
5789	08 RICE LAKE 40X10 SCALE	060	3HW6
5790	08 BTECH 60X11 TRCK SCALE	060	TS-07084093
5808	XX HARVEL 40'X10' TRK SCL	060	
5812	XX THURMAN BELT SCALE	060	73PJ5485
5813	XX DIGITAL WEIGHT INDICAT	060	621
6104	XX ALLEN DRILL PRESS	060	NONE
7010	XXCHRSTOFOLLEY PUMP	600	
7037	68DYMODRILL CORING MAC	600	162-1317
7057	XX CAT HANDLING ARM	600	0BL7983
8118	CARDINAL #38508 READ O	060	D1-1200-DW1-4
8217	07 SVEDALA SRL-90 PUMP	060	198598001
8218	08 GODWIN 4" PUMP	060	217849
9002	XX TROXLER 345 12/2 DOM	600	

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
9427	01 WERK BRAUN	600	8730101
9812	ALLMAND 30' TOWER MAXI-LI	600	0002NLP62
9821	BOOM FOR H-18 SAW TRK	600	NONE
9825	07 BELVIDERE BRIDGE	060	
9828	AEROIL PORTABLE PATCHR	600	1249
9830	01 TRUCK SPRAYER	600	
OFFICE TRAILER			
1838	86 MOBILE OFFICE 36 X 10	600	W20357
5291	SCALE HOUSE MODULAR12x40'	600	1539967
5328	05 12'X40' OFFICE TRAILER	600	FRP-05488
5329	XX STOR-A-VAN 32X8 OFFICE	600	W-22144
5401	10X46 OFFICE TRAILER	600	2021540
5820	PAC-VAN 8X32 OFFICE TRAIL	600	MMS05-3911
5821	06 PAC-VAN 8X30 OFFICE	600	MMS06-4438
5822	08 PAC-VAN 8X30 MBL OFFC	600	MMS08-5535
	10X46 OFFICE TRAILER	600	Beverly LLC
	10X46 OFFICE TRAILER	600	Beverly LLC
	10X46 OFFICE TRAILER	600	Beverly LLC
PUMP			
5057	XX LINCOLN PUMP	600	82737
5225	GORMAN RUPPWATER PUM	600	NONE
5234	88 EBARA WATER PUMP	600	NONE
5724	XX NORDBERG 150MM PUMP	060	
5810	XX MORRIS 6 PUMP 50HP	060	NONE
7009	GORMAN RUPP 88B4B PUM	060	517582
7011	XX JAEGER WATER PUMP	060	10PDCP171025
7015	WATER PUMP 1000 GPM-40	060	48334
7016	WATER PUMP 1000 GPM-40	060	853234
7017	10 TRAMCO 3000GPM PUMP	060	N/A
8201	GMC DETROIT DIESEL 353	060	NONE
8202	ELEC SLURRY PUMP 12X10	060	NONE
8203	XX ELECTRIC PUMP 14X12	060	NONE
8209	XX JOY-DENVER 10X8 PUMP	060	03X191642001
8210	XX ENVIROTECH 6X6 PUMP	060	16316V11
8211	XX GORMAN RUPP PUMP	060	669734
8212	XX AURORA PUMP 8X15 B	060	78-00822-1
8213	XX GORMAN RUPP 6 PUMP	060	496386
8214	XX GORMAN RUPP 6" PUMP	600	1188735
8215	03 GORMAN RUPP PUMP	060	1266801
8216	05 TSURUMI 250 GPM PUMP	600	400300805500
8219	XX 8" 40HP WATER PUMP	060	
8225	09 METSO ORION HR250 PUMP	060	200960001

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
RUBBER TIRE LOADERS			
0913	04 5205 JOHN DEERE TRACTR	600	LV5205C
1026	2004 CAT Skid Steer Ldr	600	PDT00510
1027	04 CAT SKID STEER LOADER	600	PDT00508
1028	04 CAT SKID STEER LOADER	600	PDT00620
1032	99 1845C SKID STEER LOADR	600	JAF0276518
1035	04 CASE 90XT LOADER	600	JAF409025
1036	98 CASE 1845C SKID LOADER	600	JAF0251564
1037	01 CASE 1845C SKID LOADER	600	JAF0294938
1038	99 CASE 1845C SKID LOADER	600	JAF0275948
1045	05 CAT 236B SKID LOADER	600	CAT0236BHHEN02177
1046	09 CAT 252B SKID LOADER	600	SCP05874
1047	09 CAT 252B SKID LOADER	600	SCP05893
1048	09 CAT 252B SKID LOADER	600	SCP05894
1049	09 CAT 252B SKID LOADER	600	SCP05895
1050	09 CAT 252B SKID LOADER	600	SCP05869
1051	09 CAT 252B SKID LOADER	600	SCP05870
1033	05 CAT 262B SKID STEER	600	PDT01259
1034	03 CAT 262 LOADER	600	CAT00262LCED02443
1039	07 CAT 262B C SKID LOADER	600	PDT02753
4018	78 CAT 920 RBBR TIRE LDR	600	62K10358
4082	97 CAT 924F WHEEL LOADER	600	5NN01190
6029	87 CAT 926 W/RIPPER	600	94Z02315
6030	87 CAT 926 W/RIPPER	600	94Z02348
4071	93 CAT IT28F WHEEL LOADER	600	3CL00625
4072	90 CAT IT28B WHEEL LOADER	600	1HF01604
4074	02 CAT IT28G WHEEL LOADER	600	8CR03542
4079	90 CAT IT28B WHEEL LOADER	600	IHF-1653
4080	90 CAT IT28B WHEEL LOADER	600	IHF-1568
4081	05 CAT 928G WHEEL LOADER	600	DJD01774
4086	01 CAT IT28G WHEEL LOADER	600	8CR02928
4087	02 CAT IT28G WHEEL LOADER	600	8CR03900
4088	98 CAT IT28G WHEEL LOADER	600	8CR01526
4076	08 CAT 928H LOADER	600	CXK00616
4077	08 CAT 928H LOADER	600	CXK00619
4083	98 CAT 928G WHEEL LOADER	600	6XR01340
4078	07 CAT 928GZ WHEEL LOADER	600	CAT0928GLDJD02711
4084	98 CAT 938G WHEEL LOADER	600	6WS01270
4058	95 CAT 936F WHEEL LOADER	600	7GL00049
4059	95 CAT 936F WHEEL LOADER	600	7GL00050
4062	98 CAT 938F WHEEL LOADER	600	2RM00216
4063	98 CAT 938F WHEEL LOADER	600	8SM00646
4064	98 CAT 938F WHEEL LOADER	600	8SM00830
4067	00 CAT IT38G WHEEL LOADER	600	1CW00375
4068	02 CAT IT38G WHEEL LOADER	600	7BS01174
4069	95 CAT 938F WHEEL LOADER	600	1KM01555
4070	99 CAT IT38G WHEEL LOADER	600	7BS00643
4075	96 CAT 938F WHEEL LOADER	600	1KM01250

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
6039	XX CAT 950F WHEEL LOADER	600	8TK02870
2306	99 CAT 972G WHEEL LOADER	600	7LS00186
6035	XX CAT 980C WHEEL LOADER	060	63X8642
2311	07 JOHN DEERE 844J LOADER	600	610822
6036	95 CAT 980FII WHEEL LOADE	600	8JN00476
4060	95 CAT 980F WHEEL LOADE	060	08JN00625
2303	94 CAT 980F WHEEL LOADER	600	8CJ757
2304	97 CAT 980G WHEEL LOADER	600	2KR01242
2305	98 CAT 980G WHEEL LOADER	600	2KRO2024
2307	02 CAT 980G WHEEL LOADER	600	9CM02289
2308	02 CAT 980G WHEEL LOADER	600	2KR04846
6034	97 CAT 980G WHEEL LOADER	600	2KR01166
2309	05 CAT 980H WHEEL LOADER	600	JMS00584
2310	07 CAT 980H WHEEL LOADER	600	JMS01743
2312	07 CAT 980H WHEEL LOADER	600	JMS02447
2313	07 CAT 980H WHEEL LOADER	600	JMS03128
2314	08 CAT 980H WHEEL LOADER	600	JMS05076
2315	08 CAT 980H WHEEL LOADER	600	JMS05156
6057	08 CAT 980H WHEEL LOADER	060	JMS05014
8012	79 CAT988B RUB TIRE LDR	060	50W03181
3012	XX CAT 988B RBBR TIRE LDR	060	050W07375
6006	78 CAT 988B RBBR TIRE LDR	060	50W2134
6025	83 CAT 988B RBBR TIRE LDR	060	50W06341
6031	83 CAT 988B WHEEL LOADER	600	50W6292
6037	03 CAT 992C WHEEL LOADER	060	49Z775462
SAW			
4137	69 KA-MO AIR BORING UNIT	600	312246
5219	86STIHL TS-350 CONC. SAW	600	115030947
5220	86STIHL TS-350 CONC. SAW	600	115031160
5232	88 STIHL CONCRETE SAW	600	117779656
5233	88 STIHL CONCRETE SAW	600	117779327
5235	88 TARGET QUICKIE SAW	600	86430
5261	04 VERMEER CC145A SAW	600	1VRU152Y941000156
5270	VERMEER CC145 SAW	600	138
9601	65 TARGET CONC. SAW	600	65040M072271-2
9603	XX TARGET SAW 65III36	600	317743
9618	97 TARGET 65 SAW	600	262866
9619	03 TARGET CONCRET SAW	600	00720537
9620	XX MAGNUM CONCRETE SAW	600	0429940065
9621	07 HUSQVARNA 66HP SAW	600	7686001
SCRAPER & OFFROAD TRUCKS			
4050	97 JHN DEERE 8300 TRACTOR	600	RW8300P012670
3600	06 JN DEERE 1810E SCRAPER	600	T81810E050290
3601	06 JN DEERE 1810E SCRAPER	600	T81810E050291

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
3640	98 CEM-15 PAN	600	51817
3641	87 CAT 623 WATER WAGON	060	6CB00567
3664	02 VOLVO A35D HAULER	600	61211
3665	02 VOLVO A35D HAULER	600	61212
3666	02 VOLVO A35D HAULER	600	A35DV61210
3667	02 VOLVO A35D HAULER	600	A35DV61226
3669	07 CAT 627G SCRAPER	600	DBD00641
3670	07 CAT 627G SCRAPER	600	DBD00642
3671	07 CAT 627G SCRAPER	600	DBD00698
3672	07 CAT 627G SCRAPER	600	DBD00699
3673	07 CAT 627G SCRAPER	600	DBD00700
3674	07 CAT 627G SCRAPER	600	DBD00701
4033	98 CH75C CHALLENGER	600	4KK02298
4055	06 JHN DEERE 9520 TRACTOR	600	RW9520E041225
SNOW REMOVAL EQUIPMENT			
2406	10' BAKER MANUAL ANGLE	600	NONE
2420	98 30' SNOW PLOWS	600	1422
2429	01 PRO-TECH 30' PLOW	600	6127
2430	01 PRO-TECH 30' PLOW	600	6128
2431	01 PRO-TECH 30' PLOW	600	6129
2432	01 PRO-TECH 30' PLOW	600	6130
2433	30' SNOW PLOW	600	6149
2434	30' SNOW PLOW	600	6151
2435	30' SNOW PLOW	600	6152
2436	30' SNOW PLOW	600	6153
2437	30' SNOW PLOW	600	6154
2438	30' SNOW PLOW	600	6155
2439	30' SNOW PLOW	600	6157
2440	30' SNOW PLOW	600	6158
2443	02 SNOW BULLY 30' BLADE	600	01-10-3655
2444	02 SNOW BULLY 30' BLADE	600	01-10-3588
2445	02 SNOW BULLY 30' BLADE	600	01-10-3591
2446	02 SNOW BULLY 30' BLADE	600	01-10-3653
2448	02 SNOW BULLY 30' BLADE	600	01-10-3654
2449	02 SNOW BULLY 30' BLADE	600	01-10-3587
2450	02 SNOW BULLY 30' BLADE	600	01-10-3586
2451	02 SNOW BULLY 30' BLADE	600	01-10-3590
2452	02 SNOW BULLY 30' BLADE	600	01-10-1556
2453	XX PROTECH PUSHER BLADE	600	2538
2454	XX PROTECH PUSHER BLADE	600	2524
9806	77MEYER S/ PLOW 4 WH M	600	2009237
EARTH COMPACTION EQUIPMENT			
2618	03 CAT CP433C ROLLER	600	CFK00097

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
2611	94 CAT CS563 COMPACTOR	600	7GG471
2616	02 CAT CS563D ROLLER	600	2ZR00172
2617	02 CAT CS563D ROLLER	600	2ZR00159
5029	96 CAT CS563C BASE ROLLER	600	4KN478
9431	99 CAT563C ROLLER	600	4KN921
9436	96 CAT CS563 COMPACTOR	600	4LN333
2625	08 CAT CS-563E ROLLER	600	CNG02107
2620	03 IR SD77DX ROLLER	600	171045
2621	03 IR SD77DX ROLLER	600	171046
3709	73 CAT 815 COMPACTOR	600	91P509
3718	80 CAT 815 COMPACTOR	600	91P1865
3717	86 CAT 815B COMPACTOR	600	17Z00704
3719	87 CAT 815B COMPACTOR	600	17Z00807
3720	87 CAT 815B COMPACTOR	600	17Z00808
3723	XX CAT 825C COMPACTOR	060	86X1161
3724	00 CAT 825G	600	6BN300310
3725	02 CAT 825G COMPACTOR	600	6RN00394
3726	02 CAT 825G COMPACTOR	600	6RN00385
5435	99 HYPAC CS50D ROLLER	600	
SURVEY EQUIPMENT			
5218	07 TOPCON HIPER GA GPS	600	457-01053
5222	07 TOPCON GPS ROVER	600	442-0598
5223	07 TOPCON GPS ROVER	600	442-0643
5224	07 TOPCON GPS HIPER ROVER	600	(B)340-0634/(R)457-00633
5226	07 TOPCON GPS ROVER/BASE	600	251-3316
5227	00 LASER EQUIP,DETECTOR	600	26839,32752,3703
5228	03 SPECTRA LASER/RECEIVER	600	12868/42749
5229	03 SPECTRA LASER/RECEIVER	600	12699/42810
5230	03 SPECTRA LASER/RECEIVER	600	12858/42876
5231	07 TOPCON GPS D6 (3568)	600	242-0181
5238	88 LASER EQUIP-ELI	600	28483,36147,723
5239	00 LASER EQUIP,DETECTOR	600	13689-8888
5240	XX LASER EQUIP-DECTOR &	600	12972
5241	07 TOPCON GPS HIPER ROVER	600	251-3339
5247	LASER PHONE, DETECTOR,	600	9771,65283,1187
5248	90 DIALGRADE TARGET REMT	600	
5249	91 L350 LASERPLANE	600	11369
5250	07 TOPCON GPS HIPER ROVER	600	251-3340
5253	XX LASER EQUIP	600	009
5254	PHYSIC LASER	600	20917
5255	93SPECTRA PHYSICS EL1 LEV	600	13167
5256	93SPECTRA PHYSICS EL1 LEV	600	692
5257	93SPECTRA PHYSICS GRADIO	600	862
5258	93SPECTRA PHYSICS GRADIO	600	278
5275	05 TOPCON HIPER RVR/BASE	600	1006104A
5276	05 TOPCON HIPER RVR/BASE	600	(B)340-1509/(R)251-1679

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
5277	05 TOPCON GPS D8(3565)	600	1006104A
5278	06 TOPCON HIPER RVR/BASE	600	251-2514
5279	05 TOPCON GPS D8 (3566)	600	242-0948
5280	02 3" ROBOTIC SYSTEM	600	
5281	02 TOPCON GPS RVR/BASE	600	(B)253-1327/(R)251-0480
5282	02 TOPCON GPS RVR/BASE	600	360-1080
5283	02 TOPCON GPS D6 (3557)	600	242-1190
5284	02 VOLVO MTRGRDR GPS/MM06	600	
5285	PROFILOGRAPH	600	
5286	03 TOPCON GPS RVR/BASE	600	(B)235-0735/(R)457-01770
5287	03 TOPCON GPS D6N (3564)	600	242-0174
5288	03 TOPCON GPS RVR/BASE	600	(B)235-0779/(R)256-0107
5289	03 TOPCON HIPER RVR/BASE	600	(B)340-0610/(R)256-0106
5290	04 TOPCON GPS RVR/BASE	600	(B)235-2871/(R)256-0109
5292	06 SUBSITE 950R LOCATOR	600	8242213
5293	06 SUBSITE 950R LOCATOR	600	8242214
5294	06 SUBSITE 950R LOCATOR	600	8242000
5298	06 TOPCON MM GPS LASERSYS	600	940237
5299	07 TOPCON LASER STATION	600	5R1688
5300	08 TOPCON GPS HIPER ROVER	600	442-1208
5303	08 TOPCON HIPER GA GPS	600	457-01052
5307	08 TOPCON GPS HIPER ROVER	060	457-0522
5308	08 TOPCON GPS HIPER ROVER	600	255-4702
5309	08 TOPCON GPS D6 (3573)	600	242-3290
5316	08 TOPCON HIPER GA GPS	600	457-01055
5317	08 TOPCON GPS 140H(9214)	600	242-3559
5325	09 TOPCON GPS D6 (3574)	600	535-0123
9829	97 PAVESET LASER GRD CNTL	600	

BACKHOE			
2508	08 CAT 420EIT BACKHOE	600	KMW02453
2514	00 CAT M318 BACKHOE	600	8AL02446
2517	00 CAT 318M EXCAVATOR	600	8AL02449
2519	02 CAT 315CL EXCAVATOR	600	CFT01054
2544	02 CAT 330CL TRACK EXCAVA	600	KDD00198
2546	03 CAT 325CL BACKHOE	600	0325CVBFE00685
2547	03 CAT 325CL BACKHOE	600	0325CCBFE00824
2549	04 Cat 325C Backhoe	600	CAT0325CABFE01112
2552	07 CAT 330D BACKHOE	600	MWP01450
2553	07 CAT 345CL BACKHOE	600	PJW01772
2554	07 JD 450DLC EXCAVATOR	600	FF450DX913368
2555	07 CAT 330D BACKHOE	600	MWP01736
2556	07 CAT 325CL EXCAVATOR	060	CRB01277
2557	05 CAT 315CL EXCAVATOR	600	CAT0315CKCJC02905
2558	04 CAT 385B EXCAVATOR	600	RCD00162

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
2560	08 CAT 328D EXCAVATOR	600	GTN00293
2561	08 CAT 330DL EXCAVATOR	600	MWP02499
2562	08 JD 450D EXCAVATOR	060	FF450DX913702

TRACK LOADER

4022	01 953C TRACK LOADER	600	2ZN03661
4042	99 CAT 953C TRACK LOADER	600	2ZN2566
4028	04 CAT 963 LOADER	600	BBD00770
4029	01 CAT 963C	600	2DS01419
4030	99 CAT 963B TRACK LOADER	600	9BL3200
4031	99 CAT 963B LOADER	600	9BL3159
4038	94 CAT 963 LGPC LOADER	600	21Z4968
4047	96 CAT 963 TRACK LOADER	600	9NL917

MISC. SMALL EQUIPMENT

2013	XX LINCOLN 6800 WELDER	600	H933062774
2014	XX LINCOLN WELDER SA200	600	A470018
2015	XX HOBART WELDER GR303	600	124W3370
3716	83 WACKER TAMPER	600	413001556
5301	LINDE COBRANTIC WELDER	060	13381
5304	XX MILLER SRH666 WELDER	060	697474
5305	XX MILLER SRH444 WELDER	060	U492845
5306	XX MILLER 22G WELDER	060	HH094416
5313	XX MILLER BIG 40 WELDER	060	HK311311
5314	XX MILLER WD5 WELDER	060	HE788531
5324	XX MILLER WELDER	600	71-59-0595
5326	87 HYPERTHERM WELDER	060	70267
5327	XX LINCOLN WELDER	600	9932U1930401685
5340	MILLER BOBCAT WELDER	600	KK130452
5341	MILLER BOBCAT WELDER	600	KK164367
5342	LINCOLN WPG8000 WELDER	600	9932-U1930919298
5343	LINCOLN WPG8000 WELDER	060	9932U1930401686
5604	MILLER TRLBLAZER WLDR	600	KD441394
5605	MILLER TRLBLAZER WLDR	600	JK535257
5606	96 RANGER 9 WELDER	600	10342-U1960610844
5607	MILLER LEGEND WELDER	600	KG119098
5608	MILLER AEAD-200LE WLDR	600	HF885387
5609	XX BOBCAT 225K WELDER	600	KG227577
5610	XX BOBCAT 225K WELDER	600	KG227581
5611	XX BOBCAT 225K WELDER	600	KJ056240
5612	XX BOBCAT 225K WELDER	600	KJ056244
5613	HOBART 303 POWERWELD	600	SR124W3370
5816	XX BIG BLUE 2510 WELDER	060	
6103	XX MILLER WELDER	060	11E814678

EQUIP #	EQUIP DESC	COMPANY	SERIAL #
6106	70 AIR PRODUCTS WELDER	060	71-586214
6109	XX MILLER 425 WELDER	600	HD672222HK325476
6110	78 MILLER 425 WELDER	600	WEL-HJ138205
6113	81MILLER WILDCAT 350AMP	600	J85009771
6114	70 LINDE WELDER	060	B-77C10788
6115	70MILLER MATIC WIRE FEED	060	NONE
6116	88 MILLER WELDER H- 200	060	JD673706
6118	XX BIG BLUE 251D WELDER	060	KG297531
6119	BIG BLUE 251D WELDER	060	KG297536
6120	MILLER 600 AMP WELDER	060	R367215
6121	MILLER 600 AMP WELDER	060	A27745
6122	05 RANGER 250 WELDER	600	3435110341
6123	05 RANGER 305D WELDER	600	U1050405021
6124	06 MILLER CP-302 WELDER	600	LF460259C
8222	00 PLATE COMPACTOR	600	1853066
8223	XX PLATE COMPACTOR	600	1353484
8224	99 WACKER VIBRAT PLATE	600	715001306
9425	84PLATE COMPACT GP3000	600	1266826
9426	84PLATE COMPACT G3000	600	1352616
9802	79 PORTABLE WATER TRK	600	
9827	88 B.G. 20 MILLER PORT.	060	JH309721
GC01	XX EZ-GO ST350 GOLF CART	600	1539710
10545	WINDOWS 2003 SERVER	600	SE7501WV2

2011 Plote Project List- Consolidated

Job #	Project Name	Customer	Owner Contract No	Owner Project No	Section Number	Biller	Admin	Lead Est.	SR PM	PM	PE	Supt	Location	Tax Exempt No.	Tax	Payrolls	Gov't	Transp	Approx. Completion Date
110010	RT. 72 & DES PLAINES RIVER RD. INTERSECTION IMPROVEMENT	Midwest Gaming & Entertainment				Kim Caccamise	Sherry Feirick	Darick Franzen	Russ Ginn	Melanie Rowan		Norm Sander	Des Plaines	E-9986-2522-05	N	N	N	Y	
110020	IL RT. 59 (RT. 12 TO RT. 22)	IDOT	60M58		107-RS-3	Kim Caccamise	Joanne Kraus	Gary Wohler	Kerry Field	Perry Wegman	Perry Wegman	John Havlir	Wauconda & Barrington	E-9986-2522-05	N	Y	Y	Y	60 w.d.
110030	I-90 (ELGIN PLAZA TO WILLOW CREEK)	ISTHA	I-09-6588		MP54.18 to MP78.07	Vicki Brean	Sherry Feirick	Dave Verdico	Russ Ginn	Terry Madden	Jake Nollin	Billy Wagner	Various	E-9988-7290-05	N	Y	Y	Y	11/18/11
110040	US RT. 20 (PLANK TO WELD)	IDOT	62529	NHF-CMF-0345 (053)	8-WRS-2	Vicki Brean	Joanne Kraus	John Race	Kerry Field	Perry Wegman	Perry Wegman	Darral Newman	Elgin	E-9986-2522-05	N	Y	Y	Y	40 w.d.
110050	IL RT. 64 @ BENNETT DRIVE	M/I Homes of Chicago				Vicki Brean	Sherry Feirick	Darick Franzen	Russ Ginn	Joe Haugen	Caleb Feltmeyer	Pat Griffin	Carol Stream	E-9986-2522-05	N	N	N	Y	
110060	WINNETKA RD.	Cook County Hwy Dept.				Vicki Brean	Karen Plettau	Erik Sundquist	Kerry Field	Rusty Welch	Caleb Feltmeyer	Nick Samadi	Glenview & Northfield	E-9986-2013-02	N	Y	Y	Y	8/31/11
110070	WILLOW RD. / WHEELING RD.	Cook County Hwy Dept.				Kim Caccamise	Karen Plettau	Erik Sundquist	Kerry Field	Rusty Welch	Caleb Feltmeyer	Nick Samadi	Prospect Hts. & Wheeling	E-9986-2013-02	N	Y	Y	Y	8/31/11
110080	RUNWAY 10R-28L TAXIWAY ZS	City of Chicago	24272			Kim Caccamise	Joanne Kraus	Dave Pierce	Russ Ginn	Melanie Rowan	Ben Steele	Norm Sander	Chicago	E-9998-1874-05	N	Y	Y	Y	300 Cal. Days
110090	MCGRAW PARKING	McGraw Wildlife				Kim Caccamise	Sherry Feirick	Dick Weber	Russ Ginn	Dick Weber	Dick Weber	Denny Quick	East Dundee	E-9983-2445-05	N	N	N	N	
110100	I-55 (SHOULDERS)	IDOT	60L67	CMI-IM-055-6 (245) 270	2010-079-RS	Vicki Brean	Joanne Kraus	Gary Wohler	Kerry Field	Mike Schmidt		Andy Ronstadt	Woodridge, Burr Ridge & Darien	E-9986-2522-05	N	Y	Y	Y	6/30/11
110110	2011 MFT. VARIOUS STREETS	Village of Bartlett			11-00000-01-GM	Vicki Brean	Joanne Kraus	Gary Wohler	Kerry Field	Perry Wegman	Perry Wegman	John Havlir	Bartlett	E-9998-1051-04	N	Y	Y	Y	7/1/11
110120	2011 NEIGHBORHOOD REHAB - NORTH & PORTER STREET	Sub to Triggi Construction				Kim Caccamise	Joanne Kraus	John Race	Russ Ginn	Joe Haugen	Joe Haugen	Darral Newman	Elgin	E-9996-0771-04	N	Y	Y	Y	9/30/11
110130	WIRTZ BEVERAGE CENTER	Fall River LLC				Kim Caccamise	Joanne Kraus	Chris Farris	Russ Ginn	Marco Bartolomei	Marco Bartolomei	Hank Berenz	Cicero	EZ-11CE003 (A)	N	N	N	N	11/30/11
110140	I-55 (COUNTY LINE RD. TO KEDZIE AVE.)	IDOT	60I64	ACCMI-ACIM-055-7 (259) 276		Vicki Brean	Sherry Feirick	Dave Verdico	Kerry Field	Mike Schmidt		Andy Ronstadt	Chicago, Burr Ridge, Stickney, Hodgkins	E-9986-2522-05	N	Y	Y	Y	10/24/11
110150	2011 STREET PROGRAM	Village of Schaumburg			11-00105-00-PV	Kim Caccamise	Joanne Kraus	Gary Wohler	Russ Ginn	Joe Haugen	Joe Haugen	Mitch Wegrzyn	Schaumburg	E-9980-4417-05	N	Y	Y	Y	11/11/11
110160	ST. CHARLES ROAD DISTRICT	Kane County Dept. of Transportation			11-14000-01-GM	Vicki Brean	Joanne Kraus	Gary Wohler	Russ Ginn			John Havlir	St. Charles	E-9996-0850-01	N	Y	Y	Y	30 W.D.
110170	BALMORAL AVE. EXIT RAMP	Sub to Lorig Construction	21131	11001		Vicki Brean	Jamie Kashmere	Erik Sundquist	Russ Ginn	Rusty Welch	Caleb Feltmeyer	Norm Sander	Rosemont	E-9998-0827-05	N	Y	Y	Y	11/18/11
110180	ORCHARD ROAD (RT. 30 TO JERICHO RD.)	IDOT	63541	M-TE-CMM-9003(772)	99-00232-01-WR	Kim Caccamise	Karen Plettau	Patrick Gannon	Kerry Field	Perry Wegman	Perry Wegman	Hank Berenz	Montgomery	E-9986-2522-05	N	Y	Y	Y	10/31/12
110190	IL RT. 38 (KAUTZ RD. TO IL RT. 59)	IDOT	60K82	NHF-0347(026)	LY-RS-3	Vicki Brean	Karen Plettau	Erik Sundquist	Kerry Field	Marco Bartolomei	Marco Bartolomei	John Havlir	West Chicago	E-9986-2522-05	N	Y	Y	Y	45 w.d.
110200	IL RT. 64 (MILWAUKEE TO US RT. 41 NB)	IDOT	60N19	NHF-0307(030)	2010-140-RS	Vicki Brean	Karen Plettau	Erik Sundquist	Kerry Field	Rusty Welch	Caleb Feltmeyer	Nick Samadi	Chicago	E-9986-2522-05	N	Y	Y	Y	50 w.d.
110210	US RT. 20 (WELD RD. TO SHALES PARKWAY)	IDOT	60M46	C-91-113-11	8R-1RS-4	Vicki Brean	Sherry Feirick	Dave Verdico	Kerry Field	Marco Bartolomei	Marco Bartolomei	Billy Wagner	Elgin	E-9986-2522-05	N	Y	Y	Y	10/31/11
110220	LAFARGE HAUL ROAD	LaFarge North American				Kim Caccamise	Sherry Feirick	Dick Weber	Russ Ginn	Dick Weber		Darral Newman	South Elgin		Y	N	N	Y	2 w.d.
110230	HIGGINS ROAD & RT. 59 ROADWAY IMPROVEMENTS	9059/7290 Realty Corp.				Kim Caccamise	Sherry Feirick	Dick Weber	Russ Ginn	Dick Weber		Denny Quick	Hoffman Estates	E-9986-2522-05	N	N	N	Y	
110240	2011 LAUREL OAKS DR. RESURF. IMPROVEMENTS	Laurel Oaks Homeowner's Assn.				Kim Caccamise	Joanne Kraus	Gary Wohler	Russ Ginn	Joe Haugen	Joe Haugen	Darral Newman	Streamwood		Y	Y	N	N	6/30/11
110250	PULLMAN - OFFSITE	Pullman Park Development, LLC				Vicki Brean	Sherry Feirick	Darick Franzen	Russ Ginn	Mike Foster		Russ Schiller	Chicago	EZ-0290308	N	N	N	Y	6/22/12
110260	LINCOLN AVE. (NILES CENTER RD. TO DEVON AVE.)	IDOT	60M06	M-3525(003)	103-RS-4	Vicki Brean	Joanne Kraus	Gary Wohler	Kerry Field	Rusty Welch	Caleb Feltmeyer	John Doherty	Lincolnwood & Skokie	E-9986-2522-05	N	Y	Y	Y	10/31/11
110270	PULASKI RD. (IL RT. 64 TO DIVISION)	IDOT	60K88	M-2812(009)	2010-034-RS	Vicki Brean	Kare Plettau	Erik Sundquist	Kerry Field	Rusty Welch	Caleb Feltmeyer	Nick Samadi	Chicago	E-9986-2522-05	N	Y	Y	Y	20 w.d.
110280	MONTROSE AVE. (CANFIELD TO SAYER)	IDOT	63582	TCSP-M-9003(748)	10-00060-00-RS	Kim Caccamise	Sherry Feirick	Erik Sundquist	Kerry Field	Rusty Welch	Caleb Feltmeyer	John Havlir	Norridge	E-9986-2522-05	N	Y	Y	Y	35 w.d.
110290	CICERO COMM. PARK ICE SKATING FACIL.	Fall River LLC				Kim Caccamise	Joanne Kraus	Chris Farris	Russ Ginn	Marco Bartolomei	Marco Bartolomei	Hank Berenz	Cicero	EZ-11CE003 (A)	N	N	N	N	11/30/11

*Denotes recent changes

updated 1.11.12

Stimulus Funded Projects are highlighted in yellow.

2011 Plote Project List- Consolidated

	Job #	Project Name	Customer	Owner Contract No.	Owner Project No.	Section Number	Biller	Admin	Lead Est	SR PM	PM	PE	Supt	Location	Tax Exempt No.	Tax	Payrolls	Gov't	Transp	Approx. Completion Date
	110300	PULLMAN - ONSITE	Pullman Park Development, LLC				Vicki Brean	Sherry Feirick	Darick Franzen	Russ Ginn	Mike Foster	Mike Foster	Russ Schiller	Chicago	EZ-0290308	N	N	N	N	11/25/11
	110310	IL RT 173 & RT 251 INTERSECTION	Sub to William Charles Constr.	64987	NHF-0303 (053)	129K-1	Kim Caccamise	Joanne Kraus	Bill Madden	Russ Ginn	Paul Munda	Paul Munda	Mike Fanella	Machesney Park	E9986-2522-05	N	Y	Y	Y	11/1/12
	110320	US RT 20 @ MCLEAN BLVD.	IDOT	60K90		8R-HB-2-BY-1	Kim Caccamise	Karen Plettau	Patrick Gannon	Kerry Field	Terry Madden	Ben Steele	Ty Ziller	Elgin	E-9986-2522-05	N	Y	Y	Y	10/31/12
	110330	WOLF RD (FRANKLIN TO GRAND)	IDOT	60M29		2527-RS-2	Vicki Brean	Karen Plettau	J. Pienkos	Kerry Field	Rusty Welch	Caleb Feltmeyer	John Havlir	Franklin Park	E-9986-2522-05	N	Y	Y	Y	10/31/11
	110340	COSTCO WHOLESALE (SOUTH LOOP 4693)	Novak Construction	4693			Kim Caccamise	Sherry Feirick	Chris Farris	Russ Ginn	Brian Ralph		Norm Sander	Chicago South Loop	EZ 0290364	N	N	N	N	7/1/12
	110350	HOUSE DEMO	Ron Kuhn				Kim Caccamise	Joanne Kraus	John Race					West Chicago		Y	N	N	N	
	110360	IL RT 72 & RANDALL	IDOT	60K09	HSIP-0341 (053)	62-N-1	Vicki Brean	Karen Plettau	Erick Sundquist	Kerry Field	Joe Haugen			Elgin	E-9986-2522-05	N	Y	Y	Y	10/31/12 +5 WORK DAYS
	110370	PRAIRIE POINT SUBDIVISION	The National Bank				Kim Caccamise	Karen Plettau	J. Pienkos	Russ Ginn	Joe Haugen		Chris Ward	So. Elgin	E9996-0699-02	N	N	N	Y	
*	110380	STEARNS RD (@ MCLEAN)	IDOT	63638	HPP-1527(036)	06-00214-11-LS	Vicki Brean	Joanne Kraus	John Race	Kerry Field				So. Elgin	E9986-2522-05	N	Y	Y	Y	6/24/13
*	110390	IL RT 62 @ PENNY ROAD	IDOT	60I35	ACNHF-0339(029)	116-Y-1-R-1	Kim Caccamise	Karen Plettau	Erick Sundquist	Kerry Field				So. Barrington	E-9986-2522-05	N	Y	Y	Y	10/31/12 + 5 WD
*	110400	STATE PARKWAY	IDOT	63637	M-9003(827)	11-00106-00-RS	Vicki Brean	Joanne Kraus	Gary Wohler	Kerry Field				Schaumburg	E-9986-2522-05	N	Y	Y	Y	60 WD

*Denotes recent changes

updated 1.11.12

Stimulus Funded Projects are highlighted in yellow.

I, William T. Madden, certify that the attached Equipment and Vehicle List is fully owned and controlled by the Contractor, Plote Construction Inc.

Signature of Authorized Officer	Assistant Secretary Title
William T. Madden Name of Authorized Officer (Print or Type)	(847) 695-9300 Business Telephone Number

Subscribed and sworn to before me 8th day

of February, 2012.

Notary Public Victoria S. Brean

OFFICIAL SEAL
VICTORIA S. BREAN
Notary Public - State of Illinois
My Commission Expires May 21, 2014

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 A57

Section 08-A5701-03-FP

Project Penny Road

County Cook

Letting Date February 8, 2012

Total Bid 2,459,031.25

Contract DBE Goal 12 (Percent) 295,083.75 (Dollar Amount)

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

☑ Meets or exceeds contract award goals and has provided documented participation as follows:

Disadvantaged Business Participation 12 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.

Plote Construction Inc.
Company

By Gary Wohler

Title Project Estimator

Date 2/8/12

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Cook County Department of Highways
Contract Documents
69 West Washington Street – Suite 2200
Chicago, IL 60602

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 MANDATORY. Failure to provide any information will result in this contract not being awarded. This form has been approved by the State Forms Manager Center.

SBE 2026 (Rev. CCHD 4/11/)

COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Utilization Plan

Subcontractor Registration Number 13140

Letting 2/8/2012

Participation Statement

Item No.

(1) Instructions

Contract No. 08-A5701-03-FP

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
	See Attached			
			Total	24,500.00

(3) Partial Payment Items

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

Truck King will be hauling on the Attached items at an Apron Rate of 85.00 hour.

(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 items listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Highway Department and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor	Signature for DBE Firm
Title: Project Estimator	Title: PRESIDENT
Date: 2/8/12	Date: 02-02-12
Contact Person: Gary Wohler	Contact Person: JESUS SANZAMEDA JR
Phone: 847-695-9300	Phone: (773) 847-6000
Firm Name: Plote Construction Inc.	Firm Name: TRUCK KING HAULING CONTRACTORS INC.
Address: 1100 Brandt Drive	Address: 4722 S SPAULDING
City/State/Zip: Hoffman Estates, IL 60192	City/State/Zip: CHICAGO IL 60632
	E
	W/C

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

April 14, 2011

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

Mr. Jesus Sauzameda, President
Truck King Hauling Contractors, Inc.
4722 S. Spaulding
Chicago, Illinois 60632

Annual Certification Expires: April 14, 2012

Dear Mr. Sauzameda:

We are pleased to inform you that **Truck King Hauling Contractors, Inc.,** has been Re-certified as a **MBE(9)** by Cook County Government. This **MBE(9)** Certification is valid until **April 14, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **April 14, 2012.**

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit" within sixty (60) business days prior** to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **MBE(9)** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Transportation: Hauling of Construction Materials

Your firm's participation on Cook County contracts will be credited toward **MBE(9)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE(9)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall
Director
LH/gb

Printed on Recycled Paper

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Penny Rd - Dundee to New Sutton 08-A5701-03-FP

From: Truck King (DBE Firm)

To: Plote Construction Inc. (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"): Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost	
			$	%
	See Attached		$	%
			$	%

Total: $ 24,500 % 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 JESUS SHUZAMEDA JR (*print name*) the PRESIDENT (*title*) and duly authorized representative of the TRUCK KING HAULING CONTRACTORS 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 $ 24,500.00 which represents the above indicated total percentage 1 % for the contract amount $ 2,459,031.25

(Signature of affiant) 2, 8, 12 (Date)

Subscribed and sworn to before me this 8th day of Feb

Cheryl L. Theurer (Notary's Signature) (Notary Seal)

OFFICIAL SEAL
CHERYL L. THEURER
Notary Public, State of Illinois
Commission Expires 04/09/1

Upon penalty of perjury, Michael C. Waller (*print name*),

the Asst Secretary (*title*) and duly authorized representative of Plote Construction Inc (*Bidder Proposer firm*), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $_____, which represents the above indicated total percentage _____ % for the contract amount $_____.

Michael C. Waller 2, 8, 12

(Signature of affiant) Michael C. Waller (Date)

Subscribed and sworn to before me this _____ day of _____, 20____.

Victoria S. Brown

(Notary's Signature) (Notary Seal)

OFFICIAL SEAL
VICTORIA S. BROWN
Notary Public - State of Illinois
My Commission Expires May 21, 201

Trucking-Hauling

3	CUTTING HMA SURF	710.000	FT
4	HMA SURF REM 4"	48,600.000	SY
5	HMA DRIVEWAY SURF REM	765.000	SY
6	TEMP BUTT JOINTS	680.000	FT
9	LEV BINDER MM MIX "C" IL-9.5 N50	50.000	TON
12	HMA BINDER CSE IL-19.0 N50	622.000	TON
13	HMA BINDER CSE IL-19.0 N70	6,515.000	TON
14	HMA SURF CSE MIX "D" IL-12.5 OR 9.5 N	5,210.000	TON
15	HMA SHLDRS IL-19.0 N30 6"	140.000	SY
16	CL D PATCHES TY II 9"	90.000	SY
17	SUBBASE GRAN MATL TY B 6"	305.000	SY
18	FURNISHED EXC	570.000	CY
19	EARTH EXC	2,170.000	CY
24	CRUSHED STONE TEMP USE	1.000	LSUM
38	CONSTR TEST STRIP	2.000	EA
50	GRADING & SHAPING DITCHES	1,200.000	FT

189

COOK COUNTY DEPARTMENT OF HIGHWAYS
DBE Utilization Plan

Subcontractor Registration Number 10524

Letting 2/8/2012

Participation Statement

Item No.

(1) Instructions

Contract No. 08-A5701-03-FP

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
	See Attached			
			Total	80,000.00

(3) Partial Payment Items
For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

Rico EQT. will be hauling on the Attached Items At an Approx Rate of 85.00/Hour.

(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 items listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Highway Department and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor	Signature for DBE Firm
Title: Project Estimator	Title: President
Date: 2/8/12	Date: 2/8/2012
Contact Person: Gary Wohler	Contact Person: Nancy Walker
Phone: 847-695-9300	Phone: 847-669-3400
Firm Name: Plote Construction Inc.	Firm Name: Rico Enterprises
Address: 1100 Brandt Drive	Address: 11245 Dundee Rd.
City/State/Zip: Hoffman Estates, IL 60192	City/State/Zip: Huntley, IL 60142
	E
	WC

Trucking-Hauling

3	CUTTING HMA SURF	710.000	FT
4	HMA SURF REM 4"	48,600.000	SY
5	HMA DRIVEWAY SURF REM	765.000	SY
6	TEMP BUTT JOINTS	680.000	FT
9	LEV BINDER MM MIX "C" IL-9.5 N50	50.000	TON
12	HMA BINDER CSE IL-19.0 N50	622.000	TON
13	HMA BINDER CSE IL-19.0 N70	6,515.000	TON
14	HMA SURF CSE MIX "D" IL-12.5 OR 9.5 N	5,210.000	TON
15	HMA SHLDRS IL-19.0 N30 6"	140.000	SY
16	CL D PATCHES TY II 9"	90.000	SY
17	SUBBASE GRAN MATL TY B 6"	305.000	SY
18	FURNISHED EXC	570.000	CY
19	EARTH EXC	2,170.000	CY
24	CRUSHED STONE TEMP USE	1.000	LSUM
38	CONSTR TEST STRIP	2.000	EA
50	GRADING & SHAPING DITCHES	1,200.000	FT

RECEIVED FEB 02 2012

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Nancy Walker Petropulos
Rico Enterprises, Inc.
11245 Dundee Rd.
Huntley, IL 60142

Annual Certificate Expires: August 1, 2012

Dear Nancy Walker Petropulos:

We are pleased to inform you that Rico Enterprises, Inc. has been re-certified as a Women Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until **August 1, 2016**; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD <u>if you fail to:</u>

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in *obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.*

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Intrastate Trucking (aggregate, asphalt, and construction materials); Excavation; Snow Removal Services; Removal and Placement of Concrete Barrier Wall

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,

Jamie Rhee
Chief Procurement Officer

JR/sb

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Penny Rd - Dundee Rd to New Sutton 08-A5101-03-FP

From: Rico Enterprises (DBE Firm)

To: Plote Construction Inc. (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"): Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. **This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.**

Pay Item No.	Description	Quantity	Fee/Cost	
			$	%
	See Attached		$	%
			$	%
			Total: $ 80,000.00	% 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 Nancy Walker (*print name*) the President (*title*) and duly authorized representative of the Rico Enterprises (*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 $ 80,000.00 which represents the above indicated total percentage 3 % for the contract amount $ 2459031.25.

(Signature of affiant) 2, 2, 12 (Date)

"OFFICIAL SEAL"
Anna Isabel Carter
Notary Public, State of Illinois
My Commission Expires 3/20/2015

Subscribed and sworn to before me this 2 day of February 20 12

Anna Isabel Carter (Notary's Signature) (Notary Seal)

Upon penalty of perjury, Michael C. Waller (*print name*), the Asst Secretary (*title*) and duly authorized representative of Plote Construction Inc (*Bidder Proposer firm*), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $_____, which represents the above indicated total percentage _____ % for the contract amount $_____.

Michael C. Waller (Signature of affiant) Michael C. Waller 2, 8, 12 (Date)

Subscribed and sworn to before me this 8th day of February, 20 12

Victoria Brean (Notary's Signature) (Notary Seal)

OFFICIAL SEAL
VICTORIA BREAN
Notary Public, State of Illinois
My Commission Expires May 21, 2014

COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Participation Statement

Subcontractor Registration Number 2411

Letting 2-8-2012

Item No. 08-A5701-03-FP

Contract No: ~~12-28-015~~ 08-A5701-03-F

Participation Statement

(1) Instructions

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
73	Maint of EX TS Install	1	850.00	850.00
74	Detector Loop TY I	240	14.00	3360.00
			Total	4210.00

(3) Partial Payment Items

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

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Highway Department and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor	Signature for DBE Firm
Title: Project Estimator	Title: President
Date: 2-8-12	Date: 2-8-2012
Contact Person: Gary Wohler	Contact Person: Lydia
Phone: 847-695-9300	Phone: 219-662-8090
Firm Name: Plote Construction Inc.	Firm Name: Hawk Enterprises, Inc.
Address: 1100 Brandt Dr.	Address: 1850 E. North St.
City/State/Zip: Hoffman Estates IL 60192	City/State/Zip: Crown Point, IN 46307
	E
	WC

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Penny Rd. Dundee R. to New Sutton Rd. 08-A5701-03-FP

From: Hawk Enterprises, Inc. (DBE Firm)

To: Plote Construction Inc. (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"): Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost	
73	Maint of ES TS Instal	1	$ 850.00	100 %
74	Detector Loop TY I	240	$ 14.00	100 %
			$	%
			Total: $ 4210.00	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 supplies/performed for the above indicated total dollar amount $ 4210.00 which represents the above indicated total percentage 1 % for the contract amount $ 2459,031.25

Johanna Plank Pres
(Signature of affiant)

2 / 8 / 2012
(Date)

LYNN STUPECK
Notary Public - Seal
State of Indiana
My Commission Expires Jun 18, 2015

Subscribed and sworn to before me this 8th day of February, 20 12

(Notary's Signature) (Notary Seal)

Upon penalty of perjury, Michael C. Waller (print name), the Asst. Secretary (title) and duly authorized representative of Plote Construction Inc. (Bidder Proposer firm), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $_____, which represents the above indicated total percentage _____ % for the contract amount $_____.

Michael C Waller
(Signature of affiant) Michael C. Waller

2 / 8 / 12
(Date)

Subscribed and sworn to before me this 8th day of February, 20 12

Victoria S Brean
(Notary's Signature) (Notary Seal)

COOK COUNTY DEPARTMENT OF HIGHWAYS
DBE Utilization Plan

Subcontractor Registration Number 13854

Letting 2/8/12

Item No.

Contract No 08-A5701-03-FP

Participation Statement:

(1) Instructions

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
See	attached proposal dated 2-8-12			171,630.00
			Total:	171,630.00

(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 items, listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Highway Department and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature by Prime Contractor

Signature by DBE firm

Title	Project Estimator	Title	President
Date	2-8-12	Date	2/8/2012
Contact Person	Gary Wohler	Contact Person	Anna M. Ruiz
Phone	847-695-9300	Phone	847-426-7200
Firm Name	Plote Construction Inc	Firm Name	Del Toro Landscaping, Inc.
Address	1100 Brandt Dr.	Address	18N061 Galligan Road
City/State/Zip	Hoffman Estates IL 60192	City/State/Zip	Dundee, IL 60118
		E	
		T/C	

Selected Vendors

DELTORO REV **DELTORO REV**

Quote Folder: 4LS Landscape Sub

Client #	Description	Quantity Unit	Price	Extension
29	SODDING	15,240.00 SY	6.0000	91,440.00
30	SEEDING, CLASS 1	0.50 ACRE	4,000.0000	2,000.00
31	EROS CONTROL BLANKET	2,975.00 SY	1.2000	3,570.00
32	TOPSOIL FURN & PLACE 4"	17,240.00 SY	3.2500	56,030.00
33	SUPPL WATERING	175.00 UNIT	50.0000	8,750.00
34	NIT FERTILIZER NUTR	220.00 LB	2.0000	440.00
35	PHOSPH FERTILIZER NUTR	220.00 LB	2.0000	440.00
36	POTASS FERTILIZER NUTR	220.00 LB	2.0000	440.00
42	TEMP DITCH CHECKS	320.00 FT	11.0000	3,520.00
48	PERIM EROS BARRIER	1,200.00 FT	3.0000	3,600.00
49	INLET & PIPE PROT	14.00 EA	100.0000	1,400.00

Vendor Total: 171,630.00

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. DEVANEY	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		RICHARD R. BOIRAS	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

January 12, 2012

Ms. Anna Ruiz, President
Del Toro Landscaping, Inc.
18N061 Galligan Road
Dundee, IL 60118

Dear Ms. Ruiz:

Congratulations. We are pleased to inform you that **Del Toro Landscaping, Inc.** has been **re-certified** as an **(MBE(9)** by Cook County Government. This **MBE** Certification must be revalidated annually.

Please use the enclosed Certificate of Certification as the validation of your Cook County M/WBE status and area of specialty.

As a condition of continued Certification, you must file a "**No-Change Affidavit**" **within sixty (60) business days prior** to the date of annual expiration. A processing fee of $50.00, payable to Cook County Department of Revenue is required. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance within ten (10) days of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Your firm's participation on Cook County contracts will be credited toward **MBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your area of specialty, credit toward **MBE** goals will only be recognized for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall

LaVerne Hall
Director
LH/pb/as

Printed on Recycled Paper

Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Minority Business Enterprise

has been met by

Del Toro Landscaping, Inc.

Construction: Landscaping Services

Issued Date: January 12, 2012

No Change Affidavit Due: January 12, 2013

NIGP Code(s): 98852

Ethnicity Code: 9

LaVerne Hall
Contract Compliance Director

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Penny Rd-Dundee Rd to New Sutton Rd, 08-A5701-FP-03

From: Del Toro Landscaping, Inc. (DBE Firm)

To: _____ (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"): Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost	
See attached landscape proposal			$ 171,630.00	100 %
			$	%
			$	%

Total: $ 171,630 % 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 Anna M. Ruiz (*print name*) the President (*title*) and duly authorized representative of the Del Toro Landscaping, 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 $ 171,630.00 which represents the above indicated total percentage 100 % for the contract amount $ 171,630.00

(Signature of affiant) 02 / 08 / 2012 (Date)

OFFICIAL SEAL
CHERYL L. THEURER
Notary Public, State of Illinois
My Commission Expires 04/09/15

Subscribed and sworn to before me this 8th day of February, 20 12

(Notary's Signature) (Notary Seal)

Upon penalty of perjury, Michael C. Weller (*print name*), the Asst Secretary (*title*) and duly authorized representative of Pluto Construction Inc (*Bidder Proposer firm*), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $_____, which represents the above indicated total percentage _____ % for the contract amount $_____.

(Signature of affiant) 2 / 8 / 12 (Date)

Subscribed and sworn to before me this 8th day of Feb, 20 12.

(Notary's Signature) (Notary Seal)

OFFICIAL SEAL
CHERYL L. THEURER
Notary Public, State of Illinois
My Commission Expires 04/09/15

COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Utilization Plan

Subcontractor Registration Number 12725

Letting 2/8/12

Participation Statement

Item No.

(1) Instructions

Contract No. 08-A5701-03-FP

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
1	Concrete Gutter, TYB	850.00	19.20	16,320.00
	See Attached			
			Total	16320.00

(3) Partial Payment Items

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

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Highway Department and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor		Signature for DBE Firm	
Title	Project Estimator	Title	President
Date	2/8/12	Date	2/6/12
Contact Person	Gary Wohler	Contact Person	Jose Carrera
Phone	847-695-9300	Phone	8478903900
Firm Name	Plote Construction Inc.	Firm Name	Carrera Concrete Construction Inc.
Address	1100 Brandt Drive	Address	1395 Louis Ave
City/State/Zip	Hoffman Estates, IL 60192	City/State/Zip	Elk Grove Village, IL

E

WC

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the State and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Penny Rd - Dundee Rd to New Sutton Rd (IL 59) 08-A5701-03-FP

From: Carrera Concrete Constr. (DBE Firm)

To: Plote Construction Inc. (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"): Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost	
1	Concrete Gutter	850	$ 16,320.00	%
			$	%
			$	%

Total: $ 16,320.00 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Jose Carrera (print name) the President (title) and duly authorized representative of the Carrera Concrete Construction, Inc. (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount $ 16,320.00 which represents the above indicated total percentage 1 % for the contract amount $ 2,459,031.25

Jose Carrera (Signature of affiant) 2 / 6 / 12 (Date)

Subscribed and sworn to before me this 8th day of Feb

Cheryl L Theurer (Notary's Signature) (Notary Seal)

OFFICIAL SEAL
CHERYL L. THEURER
Notary Public, State of Illinois
My Commission Expires 04/09/15

Upon penalty of perjury, Michael C. Waller (print name), the Asst. Secretary (title) and duly authorized representative of Plote Construction Inc. (Bidder Proposer firm), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $ _____, which represents the above indicated total percentage _____ % for the contract amount $ _____

Michael C. Waller (Signature of affiant) Michael C. Waller 2 / 8 / 2012 (Date)

Subscribed and sworn to before me this 8th day of February, 20 12.

Victoria S. Brean (Notary's Signature) Victoria S. Brean (Notary Seal)

OFFICIAL SEAL
VICTORIA S. BREAN
Notary Public - State of Illinois
My Commission Expires May 21, 2014

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: See Attached

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: _____

DBE Contact List

Company	Contact	Phone	Fax	Email	IDOT/UCP DBE	Scope	Bidding/Not Bidding	Notes
Atrium Inc.	Katie	(630) 739-5100	(630) 739-5106	katie@atriumlandscape.com	DBE	Landscaping	not sure	1/27/12 fax, 2/2/12 lvm 2/6 email
Barricade Lites, Inc. (non-union)	Scott x3	(630) 627-6163	(630) 627-9890	jhv@barricadelites.com	DBE	Traffic Control		1/27/12 fax, 2/2/12 lvm 2/6 email
C3 Corporation	Carol Marcus	(815) 723-2200	(815) 723-2202	carol@c3corporation.net	DBE	Layout		1/27/12 fax, 2/2/12 lvm 2/6 email
Cabo Construction Corporation	x111	(773) 521-2226	(773) 521-2228	info@CABOConstructionCorp.com	DBE	Sewer		1/27/12 fax, 2/2/12 lvm 2/6 email
Chicago Structures LLC	Susan / Glen	(847) 670-5534	(847) 670-5536	chicagostructures@sbcglobal.net	DBE	Demolition/Bridge		1/27/12 fax, 2/2/12 lvm 2/6 email
Clearpath Construction Inc.	Alison	(224) 629-3781	(224) 569-6894	alison@clearpathconstruction.com	DBE	Sewer/Silt Fence		1/27/12 fax, 2/2/12 lvm 2/6 email
D & B Construction	Lonnie Dantzler	(773) 874-7559	(773) 874-0769	dndbcons@aim.com	DBE	Concrete		1/27/12 fax, 2/2/12 lvm 2/6 email
Del Toro Landscaping Inc.	Scott	(847) 426-7200	(847) 426-0459	scott@deltorolandscaping.com	DBE	Landscaping	bidding	1/27/12 fax, 2/2/12 lvm 2/6 email
Diaz Group, LLC	Rafael	(773) 388-8644	(773) 701-1784	rafael@diazgroupllc.com	DBE	Landscaping		1/27/12 fax, 2/2/12 lvm 2/6 email & call lvm
DNB Construction Co.	Marty	(630) 782-0145	(630) 782-0147		DBE	Concrete/Sewer		1/27/12 fax, 2/2/12 lvm 2/6 fax
Dynamicx Enterprises, Inc.	Nicholas / Felipe	(708) 929-4552	(708) 929-4553	dynamicx4751@comcast.net	DBE	Concrete		1/27/12 fax, 2/2/12 lvm 2/6 email
Elmund & Nelson Co.	Arlette Nelson	(847) 695-7000	(847) 695-7002	arlettenelson7@yahoo.com	DBE	Electric		1/27/12 fax, 2/2/12 lvm 2/6 email
Hawk Enterprises Inc.	Joanna Plank	(219) 662-8090	(219) 662-8093	joann@hawk-inc.com	DBE	Electric		1/27/12 fax, 2/2/12 lvm 2/6 email
Highway Safety Corp.	Allison x14	(630) 620-7747	(630) 620-7142	allisonhsc1@aol.com	DBE	Traffic Control		1/27/12 fax, 2/2/12 lvm 2/6 email
Industrial Fence Inc.	Rick x19	(773) 521-9900	(773) 521-9904	rick.hileman@ifi-group.com	DBE	Guardrail		1/27/12 fax, 2/2/12 lvm 2/6 email
Lady Lighting & Contracting Co.	Sharon Stetzer	(630) 351-1140	(630) 351-1142	sharon@ladylighting.com	DBE	Electric		1/27/12 fax, 2/2/12 lvm 2/6 email
Laredo Systems	Ed / Enrique / Rick Janie	(815) 544-0454	(815) 544-1088	larsys2@yahoo.com	DBE	Landscaping		1/27/12 fax, 2/2/12 lvm 2/6 email & call lvm
Meru Corporation	Nirav	(847) 759-0430	(847) 759-0431	nirav@merucorporation.com	DBE	Concrete/Excavating		1/27/12 fax, 2/2/12 lvm 2/6 email
Montemayor Construction, Inc.	Joe / Kurt	(847) 608-6000	(847) 608-9233	joe@montemayorconstruction.com	DBE	Sewer		1/27/12 fax, 2/2/12 lvm 2/6 email
Natural Creations Landscaping Inc.	Craig	(815) 724-0991	(815) 724-0996	chyslop@naturalcreationslandscaping.com	DBE	Landscaping	not bidding	1/27/12 fax, 2/2/12 lvm 2/6 email & call
Pan American Construction Company, Inc.	Todd	(773) 762-6160	(773) 762-3999	tcecchi@panamericanconstruction.com	DBE	Concrete		1/27/12 fax, 2/2/12 lvm 2/6 email
Rico Enterprises, Inc.	Nancy	(847) 669-3400	(847) 669-3402	npetropulo@aol.com	DBE	Trucking		1/27/12 fax, 2/2/12 lvm 2/6 email
Rula's Enterprises Company		(708) 354-4311	(708) 354-4312	Rulas_enterp@yahoo.com	DBE	Concrete/Curb & Gutter		1/27/12 fax, 2/2/12 lvm 2/6 email
S&J Construction Co., Inc.	Simone Kapovich	(708) 331-1816	(708) 331-2135		DBE	Signs - OH		1/27/12 fax, 2/2/12 lvm 2/6 fax
SSACC, Inc.	Sharon Arnold	(815) 842-3410	(815) 842-2198	ssacc_sharon@mchsi.com	DBE	Landscaping		1/27/12 fax, 2/2/12 lvm 2/6 email & call lvm
Tough Cut Concrete Services, Inc.	Christine McClellan / Dominic Caputo	(815) 464-8462	(815) 464-8469	toughcuts@sbcglobal.net	DBE	Concrete - Curb		1/27/12 fax, 2/2/12 lvm 2/6 email
Tri-Tech Electric, Inc.	Liz Zupancic	(630) 378-0600	(630) 378-0664	liz@tritechelectric.com	DBE	Electric		1/27/12 fax, 2/2/12 lvm 2/6 email
Truck King Hauling Contractors, Inc.	Jose Arteaga	(773) 847-6000	(773) 847-6714	jarteaga@tkhcinc.com	DBE	Trucking		1/27/12 fax, 2/2/12 lvm
United Enterprise, LLC	Angel/Pedro	(708) 924-9975	(708) 924-9049	unitedenterprisellc@yahoo.com	DBE	Sewer		1/27/12 fax, 2/2/12 lvm 2/6 email
Viridian Enterprises, Inc.	Ernie	(773) 799-9693	(773) 799-9686	ernie@viridianinc.net	DBE	Sewer		1/27/12 fax, 2/2/12 lvm 2/6 email
Work Zone Safety, Inc.	Pam Ackerman x107	(815) 834-0429	(815) 834-2357	pam@workzonesafetyinc.com	DBE	Traffic Control		1/27/12 fax, 2/2/12 lvm 2/6 email

CONTRACTOR CERTIFICATIONS
(SECTION 4)

The following certifications are made pursuant to state law and the code. The undersigned is cautioned to carefully read these certifications prior to signing the signature page. Signing the signature page shall constitute a warranty by the undersigned that all the statements, certifications and information set forth within these certifications are true, complete and correct as of the date the signature page is signed. The undersigned is notified that if the county learns that any of the following certifications were falsely made, that any contract entered into with the undersigned shall be subject to termination.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for - profit law);

2) Community Development Block Grants;

3) President's Office of Employment Training;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name Address

N/A

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: X No: _____

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

2200 Graham Street, Bartlett, IL 60103

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

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

_____ Applicant has no "Substantial Owner."

OR

X 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)__X__The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): See Attached

(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.

PLOTE CONSTRUCTION INC.

ROAD BUILDING
SITE DEVELOPMENT

1100 BRANDT DRIVE • HOFFMAN ESTATES, IL 60192

PHONE: (847) 695-9300
Estimating FAX: (847) 695-9317
Administration FAX: (847) 695-7251

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER	06-30-101-002
	12-20-202-041
	12-20-200-018
	12-20-200-020
	12-20-202-027
	12-20-200-025
	12-20-202-040
	12-20-202-042
	12-20-202-044
	12-20-202-046
	12-20-201-029
	12-20-101-017
	12-20-101-022
	12-20-200-028

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name Plote Construction Inc. D/B/A: _____ EIN NO.: 36-2814492

Street Address: 1100 Brandt Drive

City: Hoffman Estates State: IL Zip Code: 60192

Phone No.: _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] 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
Raymond E. Plote	10211 Frank Rd., Algonquin, IL 60102	95%
Janice R. Plote	10211 Frank Rd., Algonquin, IL 60102	5%

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.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Daniel R. Plote
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Signature

2/8/12
Date

dplote@plote.com
E-mail address

847-695-9300
Phone Number

Subscribed to and sworn before me
this 8th day of Feb., 2012

My commission expires:

X Victoria S. Brean
Notary Public Signature

Victoria S. Brean

Notary Seal

Exp. 5/21/14

OFFICIAL SEAL
VICTORIA S. BREAN
Notary Public - State of Illinois
Commission Expires May 21, 2014

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
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- 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: Daniel R. Plote Title: President

Business Entity Name: Plote Construction Inc. Phone: 847-695-9300

Business Entity Address: 1100 Brandt Dr., Hoffman Estates, IL 60192

_____ 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.

X 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.

Owner/Employee's Signature Daniel R. Plote 2/8/12 Date

Subscribe and sworn before me this 8th Day of February, 2012

a Notary Public in and for Kane County

(Signature) Victoria S. Brean

OFFICIAL SEAL
VICTORIA S. BREAN
Notary Public - State of Illinois
My Commission Expires May 21, 2014

NOTARY PUBLIC SEAL

My Commission expires 5/21/14

Completed forms must be filed with the bid.

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

To Contractor:

Date: February 8, 2012
Project Number: 08-A5701-03-FP
Project Name Penny Rd-Dundee Rd to New Sutton Rd

1. The undersigned, ~~having executed~~ if awarded a contract with the County of Cook for the construction of the above identified project, acknowledges that:

(a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]

(c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

4. He certifies that:

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

(b) The undersigned is (check one):
____ Sole Proprietorship
____ Partnership
_X_ Corporation
____ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
Anna M. Ruiz	President	18N061 Galligan Rd, Dundee, IL 60118
Raul T. Del Toro	VP	18N061 Galligan Rd, Dundee, IL 60118
Raul S. Del Toro		18N061 Galligan Rd, Dundee, IL 60118
~~Elsa Martinez~~		~~18N061 Galligan Rd, Dundee, IL 60118~~

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

To Contractor:

Date: February 8, 2012
Project Number: 08-A5701-03-FP
Project Name Penny Rd., Dundee Rd. to New Sutton Rd. (IL-59)

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 Conceming 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
   X Corporation
   ____ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
Daniel R. Plote	President	830 Seers, Schaumburg, IL
Janice R. Plote	Secretary	10211 Frank Rd., Algonquin, IL
Janice R. Plote	Treasurer	10211 Frank Rd., Algonquin, IL
Raymond E. Plote	Director	10211 Frank Rd., Algonquin, IL

(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
Beverly Materials, LLC		Aggregates
1100 Brandt Dr., Hoffman Estates, IL 60192		

DATE 2/8/12

Plote Construction Inc.
CONTRACTOR

x
SIGNATURE
William T. Madden
Asst. Secretary

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

To Contractor:

Date: 2/8/2012
Project Number: 08-A5701-03-FP
Project Name Penny Rd - Dundee Rd to New Sutton Rd. (IL 59)

1. The undersigned, if awarded a contract with Plote Construction Inc. (Contractor)

_____ for Trucking (Nature of Work)

_____ in the amount of $ 80,000.00 in the construction of the above-identified project, certifies that:

(a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]

(c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

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

4. He certifies that:

(a) The legal name and the business address of the undersigned are: Rico Enterprises 11245 Dundee Huntley IL 60142

(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
Nancy Walker	President	11245 Dundee Rd, Huntley IL 60142

DATE 2/2/2012

SUBCONTRACTOR

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

To Contractor:

Date: 2/8/2012
Project Number: 08-A5701-03-FP
Project Name: Penny Rd - Dundee Rd to New Sutton Rd (IL 59)

1. The undersigned, if awarded a contract with Plote Construction Inc. (Contractor)

_____ for Trucking (Nature of Work)

_____ in the amount of $ 24,500.00 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: Truck King Inc. 4722 S. Spaulding Chgo, IL 60632

(b) The undersigned is (check one):
___ Sole Proprietorship
___ Partnership
X Corporation
___ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
Jesus Sauzameda Jr.	(President)	Truck King Inc. 4722 S. Spaulding Chgo 60632

DATE 2/2/2012

SUBCONTRACTOR

SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

(Section 6)

To Contractor:

Date: 2-8-2012
Project Number: 08-A5701-03-FP
Project Name Penny Rd. Dundee Rd. to New Sutton Rd.

1. The undersigned, if awarded a contract with Plote Construction Inc. (Contractor) for Electrical Work (Nature of Work) in the amount of $ 4210.00 in the construction of the above-identified project, certifies that:

(a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]

(c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

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

4. He certifies that:

(a) The legal name and the business address of the undersigned are: Hawk Ent. 3200 E. 145th, Crown Pnt, IN 46307

(b) The undersigned is (check one):
- ____ Sole Proprietorship
- ____ Partnership
- X Corporation
- ____ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
Johanna Plank,	President,	3200 E. 145th Ave. Crown Point, IN 46307

DATE 2-8-2012

SUBCONTRACTOR
X Johanna Plank, Pres
SIGNATURE

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

To Contractor:

Date: 2/8/12
Project Number: 08-A5701-03-FP
Project Name: Penny Rd - Dundee Rd to New Sutton Rd (IL 59)

1. The undersigned, if awarded a contract with Plote Construction Inc (Contractor) for Concrete (Nature of Work) in the amount of $ 16,320.00 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: CARLOS 1395 LOUIS AVE, ELK GROVE, IL

(b) The undersigned is (check one):
___ Sole Proprietorship
___ Partnership
X Corporation
___ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
Jose Carrera	President	1395 Louis Ave, Elk Grove, IL

DATE 2/8/12

SUBCONTRACTOR
X Jose Carrera
Signature

SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

(Section 6)

To Contractor:

Date: February 8, 2012
Project Number: 08-A5701-03-FP
Project Name Penny Rd, Rt. No. A57

1. The undersigned, if awarded a contract with Plote Construction, Inc.
(Contractor)

for Tree Removal
(Nature of Work)

in the amount of $ 4440.00 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:
Clean Cut Tree Service, Inc. 210 lake Ave ste 8 Lake Villa, Il 60046

(b) The undersigned is (check one):
___ Sole Proprietorship
___ Partnership
X Corporation
___ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
Kelly E Kelly	President	25153 W Sunset Ln Lake Villa, Il 60046
Patrick J Kelly	Vice President	37064 Hickory Ct Ingleside, Il 60041

DATE February 8, 2012

SUBCONTRACTOR

X [signature]

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

To Contractor:

Date: 2/8/2012

Project Number: 08-A5701-03-FP

Project Name: Penny Rd. - Dundee Rd. to New Sutton RD (IL 59)

1. The undersigned, if awarded a contract with Plote Cnstruction, Inc. (Contractor) for storm sewer (Nature of Work) 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 no 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 S (29CFR Part S) 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 aggrees to obtain and forward to the aforementioned recipient within ten day after the execution on any subcontract, including those executed by his Subcontractor any lower tier subcontract, a Subcontractor's Certification Labor Standards and Prevailing wage Requirements executed by the Subcontractors.

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

4. He certifies that:

   (a) The legal name and the business address of the undersigned are: Norridge Sewer + Water 9233 W. Cherry Ave. Franklin Pk, IL 60131

   (b) The undersigned is (check one):
   - ___ Sole Proprietership
   - ___ Partnership
   - X Corporation
   - ___ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
Vito N. Ruggieri	President	409 E. Noyes, Arlington Hts., IL 60005
Nick Ruggieri	Vice President	434 N. Highview, Elmhurst, IL 60126
Domenica Patano	Tres./Secretary	320 E. Foster, Arlington Hts., IL 60005

SUBCONTRACTOR

DATE: 2/8/2012

X _____

SIGNATURE

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

To Contractor:

Date: 2/8/12
Project Number: 08-A5701-03-FP
Project Name: Penny Rd - Dundee Rd to New Sutton Rd (IL 59)

1. The undersigned, if awarded a contract with Plote Construction Inc (Contractor) for SEWER CLEANING (Nature of Work) in the amount of $ 1,674.00 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 _____ (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
   - X Corporation S
   - ___ Other Organization (Describe)

   A-K UNDERGROUND, INC.
   8119 Nottingham Rd.
   Tinley Park, IL 60477-8257

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

   ALL SAME ADDRESS

NAME	TITLE	ADDRESS
KAREN KULIG	PRESIDENT	
ALBERT KULIG	VICE PRESIDENT	

DATE 3/2/12

SUBCONTRACTOR
X Signature V.P

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

To Contractor:

Date: 2/8/12
Project Number: 08-A5701-03-FP
Project Name Penny Rd - Dundee Rd to New Sutton Rd (IL 59)

1. The undersigned, if awarded a contract with Plote Construction Inc (Contractor)

for TRAFFIC CONTROL (Nature of Work)

in the amount of $ 35,130 — 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 WHEN REQUESTED (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
James Montemarano	President	2060 W. Lake St. Chicago, IL 60612

DATE 3/3/12

SUBCONTRACTOR
X
Signature

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

To Contractor:

Date: 2/8/12
Project Number: 08-A5701-03-FP
Project Name: Penny Rd - Dundee Rd to New Sutton Rd (IL 59)

1. The undersigned, if awarded a contract with Plote Construction Inc (Contractor)

_____ for Guardrail (Nature of Work)

_____ in the amount of $ 15743.50 in the construction of the above-identified project, certifies that:

(a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]

(c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

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

4. He certifies that:

(a) The legal name and the business address of the undersigned are: Northern Contracting
1851 Coltonville Rd.
Sycamore, IL 60178

(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
Richard R. Roesch	President	1851 Coltonville Rd. Sycamore IL 60178

DATE 3/5/12

SUBCONTRACTOR
x Richard R. Roesch
Signature

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

To Contractor:
Plote Const.

Date: 2/8/12
Project Number: 08-A5701-03-FP
Project Name Penny Rd - Dundee Rd to New Sutton Rd (IL 59)

1. The undersigned, if awarded a contract with Plote Construction Inc (Contractor) _____ for Pavement Marking (Nature of Work) _____ in the amount of $ 49,285.25 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
X Partnership
___ Corporation
___ Other Organization (Describe)

Superior Road Striping Inc.
1967 Cornell Court
Melrose Park, IL 60160

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

NAME	TITLE	ADDRESS
JOAN YARD		
JOE YARD		

DATE 3-5-12

SUBCONTRACTOR
x Joan Yard CO
Signature

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

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

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

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

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

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

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

SIGNATURE BY A CORPORATION
(SECTION 8)

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

BUSINESS NAME: Plote Construction Inc.

BUSINESS ADDRESS: 1100 Brandt Drive, Hoffman Estates, IL 60192

BUSINESS TELEPHONE: 847-695-9300 FAX NUMBER: 847-695-9317

CONTACT PERSON: William T. Madden

FEIN: 36-2814492 *IL CORPORATE FILE NUMBER: 5241-213-7

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Daniel R. Plote VICE PRESIDENT:

SECRETARY: Janice R. Plote TREASURER: Janice R. Plote

**SIGNATURE OF PRESIDENT: Daniel R. Plote

ATTEST: William T. Madden, Asst. Secretary (CORPORATE SECRETARY)

Subscribed and sworn to before me this

8th day of February, 2012.

OFFICIAL SEAL
VICTORIA S. BREAN
Notary Public - State of Illinois
My Commission Expires May 21, 2014

My commission expires: 5/21/14

X Victoria S. Brean
Victoria S. Brean Notary Public Signature

Notary Seal

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

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

CERTIFICATION OF
ACTION BY THE JOINT WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
PLOTE CONSTRUCTION INC.

The undersigned, being the duly elected Secretary of

PLOTE CONSTRUCTION INC.

An Illinois corporation, hereby certifies that the following resolutions were adopted pursuant to the provisions of Section 147.1 of the Business Corporation Act of the State of Illinois, and said resolutions are still in full force and effect:

> RESOLVED, that Daniel R. Plote, as President is hereby authorized and empowered to make, execute, deliver and enter into contracts and sign surety bonds on behalf of the Corporation with all governmental agencies including the Illinois Department of Transportation, Illinois State Toll Highway Authority, as well as all Counties, Villages and other units of local government within the State of Illinois, as well as any non-governmental parties.

A true record.

Janice Plote
Secretary

Date: January 3, 2011

CERTIFICATION OF
ACTION BY THE JOINT WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
PLOTE CONSTRUCTION INC.

The undersigned, being the duly elected Secretary of

PLOTE CONSTRUCTION INC.

An Illinois corporation, hereby certifies that the following resolutions were adopted pursuant to the provisions of Section 147.1 of the Business Corporation Act of the State of Illinois, and said resolutions are still in full force and effect:

> RESOLVED, that William T. Madden, as Assistant Secretary is hereby authorized and empowered to make, execute, deliver and enter into contracts and sign surety bonds on behalf of the Corporation with all governmental agencies including the Illinois Department of Transportation, Illinois State Toll Highway Authority, as well as all Counties, Villages and other units of local government within the State of Illinois, as well as any non-governmental parties.

A true record.

Janice Plote
Secretary

Date: January 3, 2011

CERTIFICATION OF
ACTION BY THE JOINT WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
PLOTE CONSTRUCTION INC.

The undersigned, being the duly elected Secretary of

PLOTE CONSTRUCTION INC.

An Illinois corporation, hereby certifies that the following resolutions were adopted pursuant to the provisions of Section 147.1 of the Business Corporation Act of the State of Illinois, and said resolutions are still in full force and effect:

> RESOLVED, that Michael C. Waller, as Assistant Secretary is hereby authorized and empowered to make, execute, deliver and enter into contracts and sign surety bonds on behalf of the Corporation with all governmental agencies including the Illinois Department of Transportation, Illinois State Toll Highway Authority, as well as all Counties, Villages and other units of local government within the State of Illinois, as well as any non-governmental parties.

A true record.

Janice Plote
Secretary

Date: January 3, 2012

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:

Toni Preckwinkle
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

María de Lourdes Cos
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

12-28-015

OR

ITEM(S), SECTION(S), PART(S): Penny Road – Dundee Road to New Sutton Road (IL-59). Route A57, Section: 08-A5701-03-FP. In Barrington, Dundee Townships, Cook County, Illinois.

TOTAL AMOUNT OF CONTRACT: $ 2,459,031.25
(DOLLARS AND CENTS)

FUND CHARGEABLE: 600-600

APPROVED AS TO FORM:

Kathleen J. McKee
ASSISTANT STATE'S ATTORNEY

SURETY'S STATEMENT
Of
QUALIFICATION FOR BONDING

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that Safeco Insurance Company of America
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of

Cook for the full amount of the bid/contract 08-A5701-03-FP
(NUMBER)

to Plote Construction Inc.
(BIDDER)

The penalty of this bond is to be 2,459,031.25.
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY

CORPORATE

SEAL

Safeco Insurance Company of America

By: Hina Azam
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

Hina Azam
(ATTORNEY-IN-FACT)

AMB # 002448

NAIC # 24740

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4872905

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DONNA M. TYLER, HINA AZAM, LEE E. SPINO, KAREN E. BOGARD, WILLIAM REIDINGER, DONNA WRIGHT, JOSEPH HALLERAN, ALL OF THE CITY OF SCHAUMBURG, STATE OF ILLINOIS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED FIFTY MILLION AND 00/100********** DOLLARS ($ 150,000,000.00**********)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of September, 2011.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE 1953 WASHINGTON

SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 8th day of February, 2012

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE WASHINGTON

Gregory W. Thompson, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SURETY BOND FORM

(Section 11)

KNOW ALL MEN: That we _____
(Insert here name and address of legal title of contractor)

hereinafter _____ called the Principal, and _____

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 **PENNY ROAD – Dundee Road to new Sutton Road (IL 59), Section: 08-A5701-03-FP, Route No. A57, Cook County Contract No. 12-28-015.**

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 **PENNY ROAD – Dundee Road to new Sutton Road (IL 59), Section: 08-A5701-03-FP, Route No. A57, Cook County Contract No. 12-28-015.**

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_____day of_____A.D.20_____.

In the Presence of
ATTEST:

_____(Seal)
Principal

_____
It's _____ Secretary It's

By _____
____ President

_____(Seal)
Surety

By_____(Seal)
It's Attorney in Fact

Approved as to form:

By_____
Assistant State's Attorney

Bond No. 268001551

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men By These Presents, That we, Plote Construction Inc. 1100 Brandt Drive, Hoffman Estates, IL 60192 as principle, and Safeco Insurance Company of America, 2815 Forbes Ave., Suite 102, Hoffman Estates, IL 60192, as surety, are held and firmly bound unto The County of Cook in the penal sum of Two Million Four Hundred Fifty Nine Thousand Thirty One Dollars and 25/100 Dollars ($2,459,031.25), lawful money of the United States of America, for the payment of which sum of money well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly, by these presents.

Signed, sealed, and delivered this 1st 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 29th day of February A.D. 2012 for Penny Road, Dundee Road to New Sutton (IL-59)

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.

Plote Construction Inc.
PRINCIPAL/CONTRACTOR SEAL

By: PRESIDENT Daniel R. Plote

William T. Madden ASST. SECRETARY

Safeco Insurance Company of America
SURETY SEAL

By: Hina Azam SURETY/ATTORNEY-IN-FACT
(ATTACH POWER OF ATTORNEY)

002448 AMB#

24740 NAIC#

Approved as to form:

By: ASSISTANT STATES ATTORNEY

State of ...Illinois.....
County of .Cook..... ss.:

Surety Company Acknowledgment:

On this .....1st.....day of...March.....2012.., before me personally appeared.....Hina Azam....., to be known, whom being by me duly sworn, did depose and say: that he/she resides at..Schaumburg, IL....., that he/she is the..Attorney In Fact.....of...Safeco Insurance Company of America....., the corporation described in and which executed the annexed instrument; that he/she knows the corporate seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he/she signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

OFFICIAL SEAL
JOSEPH HALLERAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/30/2015

.....
Notary Public in and for the above County and State.

My commission expires...08/30/2015.....

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4872835

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DONNA M. TYLER, HINA AZAM, LEE E. SPINO, KAREN E. BOGARD, WILLIAM REIDINGER, DONNA WRIGHT, JOSEPH HALLERAN, ALL OF THE CITY OF SCHAUMBURG, STATE OF ILLINOIS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED FIFTY MILLION AND 00/100********** DOLLARS ($ 150,000,000.00************) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of September, 2011.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE 1953 WASHINGTON

SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 1st day of March, 2012.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE 1953 WASHINGTON

Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CONTRACT
(SECTION 10)

This AGREEMENT made and entered into this 3rd day of April A.D., 20 12 by and between The County of Cook, party of the first part and hereinafter called County, and Plote Construction Inc., party of the second part and hereinafter called Contractor.

WITNESSETH:

That for and in consideration of the payments to be made by the said County as hereinafter provided, the said Contractor hereby covenants and agrees with the said County to do all the work and furnish all the labor, materials, machinery, apparatus, implements, tools, and other things necessary for the improvement of a section of the public highway known as **PENNY ROAD – Dundee Road to new Sutton Road (IL 59), Section: 08-A5701-03-FP, Route No. A57, Township of Barrington, Cook County Contract No. 12-28-015,** 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 October 26, 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.

Contractor Name: Plote Construction Inc

PENNY ROAD
DUNDEE ROAD TO NEW SUTTON ROAD (IL 59)
Section No.: 08-A5701-03-FP

SCHEDULE OF PRICES

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	850	FOOT	CONCRETE GUTTER, TYPE B	$ 20.00	$ 17,000.00
2	170	SQ.YD.	PROTECTIVE COAT	$ 3.00	$ 510.00
3	710	FOOT	CUTTING HOT-MIX ASPHALT SURFACE	$ 1.55	$ 1,100.50
4	48,600	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 4 IN	$ 2.35	$ 114,210.00
5	765	SQ.YD.	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL	$ 11.00	$ 8,415.00
6	680	FOOT	TEMPORARY BUTT JOINTS	$ 5.00	$ 3,400.00
7	5,340	GAL.	BITUMINOUS MATERIALS (PRIME COAT)	$ 0.10	$ 534.00
8	107	TON	AGGREGATE (PRIME COAT)	$ 1.00	$ 107.00
9	50	TON	LEVELING BINDER (MACHINE METHOD), MIX "C", IL-9.5, N50	$ 80.00	$ 4,000.00
10	51,600	SQ.YD.	COLD RECYCLED IN-PLACE BITUMINOUS BASE COURSE, 10 IN	$ 6.55	$ 337,980.00
11	309,650	GAL.	BITUMINOUS MATERIALS (COLD IN-PLACE RECYCLING)	$ 1.40	$ 433,510.00
12	622	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	$ 60.00	$ 37,320.00
13	6,515	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	$ 65.00	$ 423,475.00
14	5,210	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70	$ 80.00	$ 416,800.00
15	140	SQ.YD.	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 6 IN	$ 30.00	$ 4,200.00
16	90	SQ.YD.	CLASS D PATCHES, TYPE II, 9 IN	$ 90.00	$ 8,100.00
17	305	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN	$ 12.00	$ 3,660.00
18	570	CU.YD.	FURNISHED EXCAVATION	$ 5.00	$ 2,850.00
19	2,170	CU.YD.	EARTH EXCAVATION	$ 25.00	$ 54,250.00
20	300	FOOT	STEEL PLATE BEAM GUARD RAIL, TYPE A	$ 20.00	$ 6,000.00
21	4	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL	$ 2,200.00	$ 8,800.00
22	350	FOOT	GUARDRAIL REMOVAL	$ 4.00	$ 1,400.00
23	50	FOOT	GUTTER REMOVAL	$ 10.00	$ 500.00
24	1	L.SUM	CRUSHED STONE (TEMPORARY USE)	$ 2,500.00	$ 2,500.00
25	1	L.SUM	CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS	$ 5,300.00	$ 5,300.00
26	1	L.SUM	TRAFFIC PROTECTION	$ 264,000.00	$ 264,000.00
27	4	EACH	SURVEY MONUMENTS	$ 900.00	$ 3,600.00
28	74	UNIT	TREE REMOVAL (OVER 15 UNITS DIA)	$ 60.00	$ 4,440.00
29	15,240	SQ.YD.	SODDING	$ 6.00	$ 91,440.00
30	0.50	ACRE	SEEDING, CLASS 1	$ 4,000.00	$ 2,000.00

Contractor Name: Plote Construction Inc.

PENNY ROAD
DUNDEE ROAD TO NEW SUTTON ROAD (IL 59)
Section No.: 08-A5701-03-FP

SCHEDULE OF PRICES

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
31	2,975	SQ.YD.	EROSION CONTROL BLANKET	$ 1.20	$ 3,570.00
32	17,240	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN	$ 3.25	$ 56,030.00
33	175	UNIT	SUPPLEMENTAL WATERING	$ 50.00	$ 8,750.00
34	220	POUND	NITROGEN FERTILIZER NUTRIENT	$ 2.00	$ 440.00
35	220	POUND	PHOSPHOROUS FERTILIZER NUTRIENT	$ 2.00	$ 440.00
36	220	POUND	POTASSIUM FERTILIZER NUTRIENT	$ 2.00	$ 440.00
37	6	CAL.MO.	ENGINEER FIELD OFFICE, TYPE A	$ 2,500.00	$ 15,000.00
38	2	EACH	CONSTRUCTING TEST STRIP	$ 100.00	$ 200.00
39	3	EACH	CLEANING EXISTING CATCH BASINS	$ 288.00	$ 864.00
40	180	FOOT	CLEANING EXISTING PIPE CULVERTS, 12 IN	$ 4.50	$ 810.00
41	3	EACH	INLET FILTER	$ 140.00	$ 420.00
42	320	FOOT	TEMPORARY DITCH CHECKS	$ 11.00	$ 3,520.00
43	48	FOOT	PIPE CULVERTS, TYPE 1 (RCCP CLASS HE IV) 14 X 23 IN	$ 60.00	$ 2,880.00
44	2	EACH	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 12 IN	$ 1,000.00	$ 2,000.00
45	2	EACH	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 18 IN	$ 1,200.00	$ 2,400.00
46	4	SQ.YD.	STONE RIPRAP, CLASS A3	$ 150.00	$ 600.00
47	1	CU.YD.	CONCRETE COLLAR	$ 500.00	$ 500.00
48	1,200	FOOT	PERIMETER EROSION BARRIER	$ 3.00	$ 3,600.00
49	14	EACH	INLET AND PIPE PROTECTION	$ 100.00	$ 1,400.00
50	1,200	FOOT	GRADING AND SHAPING DITCHES	$ 5.00	$ 6,000.00
51	10	CU.YD.	TRENCH BACKFILL	$ 40.00	$ 400.00
52	1	EACH	GRATES, TYPE 8	$ 180.00	$ 180.00
53	40	FOOT	EXPLORATION TRENCH (52 IN DEPTH)	$ 50.00	$ 2,000.00
54	20	FOOT	STORM SEWERS, TYPE 1 (RCCP CLASS IV) 12 IN	$ 40.00	$ 800.00
55	2	EACH	CATCH BASINS, TYPE A2, 4 FT DIA WITH FRAME AND GRATE	$ 2,000.00	$ 4,000.00
56	3	EACH	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	$ 600.00	$ 1,800.00
57	1	EACH	FRAMES AND LIDS, TYPE 1 (CLOSED)	$ 300.00	$ 300.00
58	1	EACH	FRAMES AND LIDS, TYPE 1 (OPEN)	$ 300.00	$ 300.00
59	1	EACH	WATERPROOFING SANITARY FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	$ 600.00	$ 600.00
60	12	SQ.YD.	STONE RIPRAP, CLASS A4	$ 160.00	$ 1,920.00

Contractor Name: Plote Construction Inc.

PENNY ROAD
DUNDEE ROAD TO NEW SUTTON ROAD (IL 59)
Section No.: 08-A5701-03-FP

SCHEDULE OF PRICES

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
61	12	SQ.YD.	FILTER FABRIC	$ 20.00	$ 240.00
62	1	L.SUM	TRAFFIC CONTROL DEVICES - DETOUR ROUTING	$ 18,500.00	$ 18,500.00
63	17,200	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN	$ 0.15	$ 2,580.00
64	55,800	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN	$ 0.49	$ 27,342.00
65	500	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 6 IN	$ 0.70	$ 350.00
66	7,500	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 8 IN	$ 0.95	$ 7,125.00
67	100	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 24 IN	$ 3.75	$ 375.00
68	125	SQ.FT.	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	$ 3.75	$ 468.75
69	400	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	$ 1.00	$ 400.00
70	450	EACH	RAISED REFLECTIVE PAVEMENT MARKER	$ 20.50	$ 9,225.00
71	1	EACH	REMOVE SIGN PANEL ASSEMBLY, TYPE A	$ 25.00	$ 25.00
72	5	EACH	RELOCATE SIGN PANEL ASSEMBLY, TYPE A	$ 125.00	$ 625.00
73	1	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	$ 850.00	$ 850.00
74	240	FOOT	DETECTOR LOOP, TYPE I	$ 14.00	$ 3,360.00
75	1	L.SUM	SPECIAL WASTE PLANS AND REPORTS	$ 4,000.00	$ 4,000.00
				TOTAL	$ 2,459,031.25

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: Penny Road - Dundee Rd. to New Sutton Rd. (IL 59)

BID OPENING DATE: February 8, 2012

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

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

Drawn on: _____ of _____
Bank City State

Draft or Check Number: _____ Date: _____

Amount: $_____

Submitted by: Plote Construction Inc.
Bidder
1100 Brandt Drive
Street Address
Hoffman Estates IL 60192
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 Penny Road, Dundee Rd., to New Sutton Rd. (IL 59)
Section 08-A5701-03-FP
Date February 8, 2012
Letting February 8, 2012

We Plote Construction Inc. as PRINCIPAL, and Safeco Insurance Company of America 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

Plote Construction Inc.
(Company Name) (Seal)

BY: [signature]
William T. Madden (Signature & Title) Assistant Secretary

(Company Name) (Seal)

BY: _____
(Signature & Title)

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

SURETY

Safeco Insurance Company of America
(Name of Surety) (Seal)

BY: [signature]
(Signature of Attorney-in-fact)
Hina Azam

STATE OF Illinois
COUNTY OF Cook

I, Joseph Halleran, a Notary Public in and for Cook County, do hereby certify that William T. Madden Hina Azam
(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 August 30, 2015

[signature]
Joseph Halleran Notary Public

OFFICIAL SEAL
JOSEPH HALLERAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/30/2015

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.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4873087

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DONNA M. TYLER, HINA AZAM, LEE E. SPINO, KAREN E. BOGARD, WILLIAM REIDINGER, DONNA WRIGHT, JOSEPH HALLERAN, ALL OF THE CITY OF SCHAUMBURG, STATE OF ILLINOIS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED FIFTY MILLION AND 00/100********** DOLLARS ($ 150,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of September, 2011.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE 1953 WASHINGTON

SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 23rd day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 8th day of February, 2012.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE 1953 WASHINGTON

Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/2/2012

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
Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg IL 60173-

CONTACT NAME: Annette Kittel
PHONE (A/C, No, Ext): (847) 463-7185 FAX (A/C, No): (847) 440-9123
E-MAIL ADDRESS: akittel@assuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company	
INSURER B: American Guarantee & Liability	26247
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Plote Construction Inc.
1100 Brandt Dr.
Hoffman Estates IL 60192

COVERAGES CERTIFICATE NUMBER: 1186358271 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	Y	Y	41PKG2380705	4/1/2011	4/1/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	41PKG2380705	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	AUC488688401	4/1/2011	4/1/2012	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	41WCI2380605	4/1/2011	4/1/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: Contract No. 1228015 / Section No. 08-A5701-03-FP - Reconstruction and resurfacing to roadway, Penny Road from Dundee Road to New Sutton Road in the Villages of Barrington Hills and South Barrington in Cook County, IL and Village of East Dundee in Kane County IL. (XCU Coverage)

3/9/12

CERTIFICATE HOLDER

Cook County Highway Department
Chicago County Building
118 N. Clark St., Room 1018
Chicago IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daniel A. Flores

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KIAN

INSURANCE BINDER

DATE (MM/DD/YYYY): 3/2/2012

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY	COMPANY	BINDER #
Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173	Atlantic Star Intermediaries, LLC	22624

EFFECTIVE DATE	EFFECTIVE TIME		EXPIRATION DATE	EXPIRATION TIME	
3/1/2012	12:01	X AM / PM	5/1/2012	X 12:01 AM / NOON	

PHONE (A/C, No, Ext): (847) 797-5700 FAX (A/C, No):

CODE: SUB CODE:

AGENCY CUSTOMER ID: PLOTCON-03

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:

INSURED: Cook County Highway Department, 118 N. Clark Street, Room 1018, Chicago, IL 60602-

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)

See attached Description of Operations page.

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS: DEDUCTIBLE	COINS %	AMOUNT
PROPERTY — CAUSES OF LOSS: [ ] BASIC [ ] BROAD [ ] SPEC				
GENERAL LIABILITY — [ ] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS MADE [X] OCCUR; [X] Owner's & Contractor's Prot.	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		$ 2,000,000
		DAMAGE TO RENTED PREMISES		$
		MED EXP (Any one person)		$
		PERSONAL & ADV INJURY		$
		GENERAL AGGREGATE		$ 2,000,000
		PRODUCTS - COMP/OP AGG		$
AUTOMOBILE LIABILITY — [ ] ANY AUTO; [ ] ALL OWNED AUTOS; [ ] SCHEDULED AUTOS; [ ] HIRED AUTOS; [ ] NON-OWNED AUTOS		COMBINED SINGLE LIMIT		$
		BODILY INJURY (Per person)		$
		BODILY INJURY (Per accident)		$
		PROPERTY DAMAGE		$
		MEDICAL PAYMENTS		$
		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
				$
AUTO PHYSICAL DAMAGE — DEDUCTIBLE: COLLISION: ; OTHER THAN COL:	[ ] ALL VEHICLES [ ] SCHEDULED VEHICLES	[ ] ACTUAL CASH VALUE; [ ] STATED AMOUNT; [ ] OTHER		$
GARAGE LIABILITY — [ ] ANY AUTO		AUTO ONLY - EA ACCIDENT		$
		OTHER THAN AUTO ONLY: EACH ACCIDENT		$
		AGGREGATE		$
EXCESS LIABILITY — [ ] UMBRELLA FORM; [ ] OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		$
		AGGREGATE		$
		SELF-INSURED RETENTION		$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		[ ] WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		$
		E.L. DISEASE - EA EMPLOYEE		$
		E.L. DISEASE - POLICY LIMIT		$
SPECIAL CONDITIONS/ OTHER COVERAGES	3/4/12	FEES		$
		TAXES		$
		ESTIMATED TOTAL PREMIUM		$

NAME & ADDRESS

[ ] MORTGAGEE [ ] ADDITIONAL INSURED

[ ] LOSS PAYEE

LOAN #

AUTHORIZED REPRESENTATIVE: Daniel S. [illegible]

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CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars ($1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than $1,000,000.00 when proof is required: (A) Shall be fined not more than $500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Cook County Highway Department
118 N. Clark Street
Room 1018
Chicago, IL 60602-

Description:
Contract No. 1228015 - Reconstruction and resurfacing to roadway.

Location:
Penny Road from Dundee Road to New Sutton Road in the Villages of Barrington Hills and South Barrington in Cook County, IL and Village of East Dundee in Kane County, IL.

Designated Contractor
Plote Construction Inc.
1100 Brandt Drive
Hoffman Estates, IL 60192