

**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

María de Lourdes Coss, CPPO  
Chief Procurement Officer

**Letting: March 21, 2012**

**SECTION: 11-B6527-03-RS & 11-B6127-03-DR on Route No. B65 & B61**

**Known as Group 2 - 2012**

**Flossmoor Road – West of Dan Ryan Expressway-West Leg (I-57) to  
East of Cicero Avenue**

**175<sup>th</sup> Street at East Approach to the Dan Ryan Expressway-West Leg (I-57)**

**Cook County Purchasing Contract No.: 12-28-046**

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

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, you must download the Plans (Drawings) at <ftp://130.94.31.166/> (user name: highway; password ftp13st)

**Pre-Bid Meeting: Tuesday, March 6, 2012**  
Cook County Highway Department - 11:00 a.m.  
69 W. Washington Street, Suite 2100  
Chicago, Illinois 60602

All questions are due on Friday, March 9, 2012, no later than 3:00 p.m., Chicago time

Send all questions via e-mail to: [cho.ng@cookcountyil.gov](mailto:cho.ng@cookcountyil.gov) – Cho Ng, Senior Contract Negotiator

Bid Submitted by:

Bid Bond is included

A Cashier's Check or a Certified Check is Included

Name Gallagher Asphalt Corporation Phone No. 708-877-7160

Address 18100 South Indiana Avenue

City Thornton, State IL Zip Code 60476

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

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Peter N. Silvestri	9 <sup>th</sup> Dist.		



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

**MARIA DE LOURDES COSS  
CHIEF PROCUREMENT OFFICER**

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

**March 14, 2012**

**ADDENDUM No. 1**

**GROUP 2 – 2012**

**Flossmoor Road – West of Dan Ryan Expressway –  
West Leg (I-57) to East of Cicero Avenue  
Section #11-B6527-03-RS on Route B65  
and**

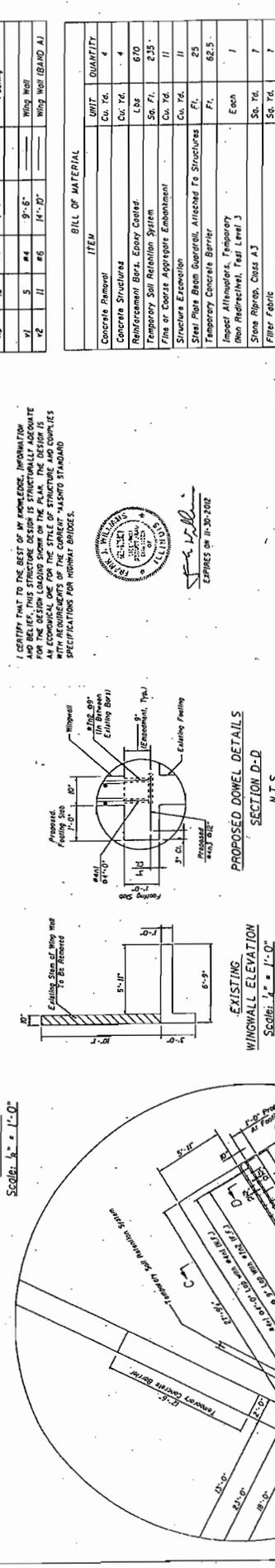
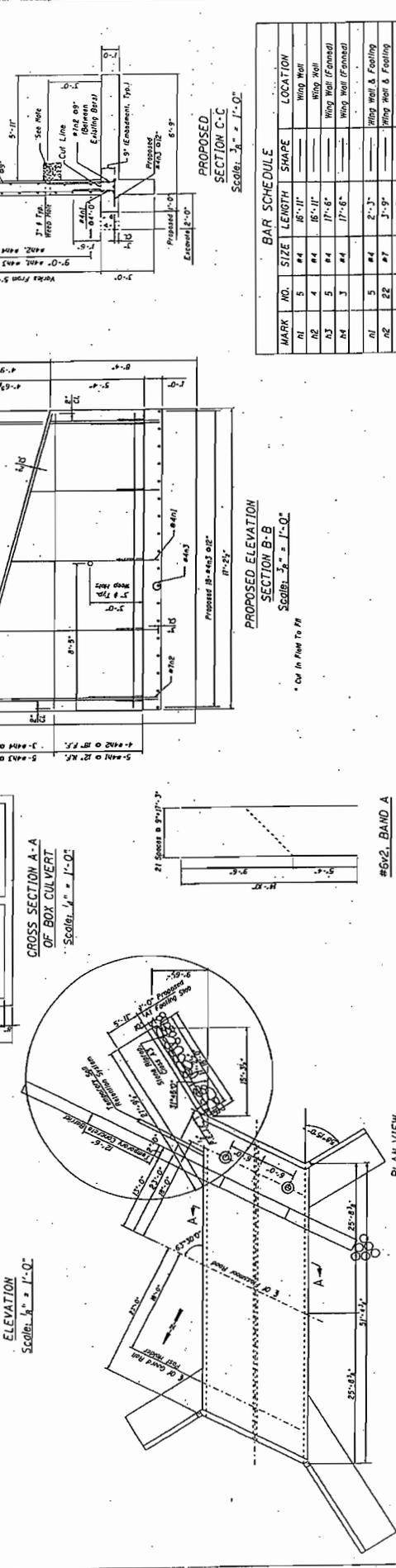
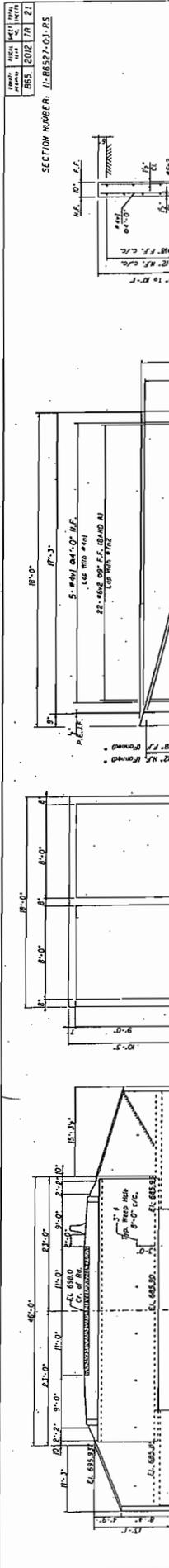
**175<sup>th</sup> Street at East Approach to the Dan Ryan Expressway – West Leg (I-57)  
Section #11-B6127-03-DR on Route B61**

**Contract Document #12-28-046**

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

- 1. Sheet "7R" – A more printer friendly version of the plan sheet allowing easier readability.**





**SECTION NUMBER: 11-68521-01-05**

**DEPARTMENT OF HIGHWAYS**  
COOK COUNTY, ILLINOIS

**GENERAL PLAN AND ELEVATION**  
WING WALL AT FLOSSMOR ROAD  
(BRIDGELAND TO CICERO)

**COMPUTED** M.S. **SUBMITTED** March 11, 1912  
**CHECKED** M.S. **EXAMINED** March 12, 1912  
**DRAWN** C.H.A. **CHECKED** M.S.

**LEGEND:**  
Concrete removed  
Fill or Course  
Aggregate Embankment  
Insert, Attention, Temporary  
Non Reinforced, Ties Level 3

**NOTE:**  
A Cubical Deposit of Gravel or Crushed Stone Shall Be Placed Behind Each Drain Hole According To Article 502.10 of The Standard Specifications (Typical of Each Weep Hole)  
Reinforcement Bars Should Be Cut In Field For The Appropriate Length And Picked In Accordance With Article 508.04. The Cost of This Work Will Be Included In The Unit Bid Price of Reinforcement Bars, Easy Coated.  
Drilling And Grouting of Doweis, Will Be In Accordance With The Article 584 of Standard Specifications. The Cost of This Work Will Not Be Paid Separately But It Will Be Included In The Unit Bid Price For Reinforcement Bars, Easy Coated.

**PROPOSED DOWEL DETAILS SECTION D-D N.T.S.**

**EXISTING WINGWALL ELEVATION**  
Scale: 1/4" = 1'-0"

**WING WALL DETAILS N.T.S.**

**BILL OF MATERIAL**

ITEM	UNIT	QUANTITY
Concrete Removal	Cu. Yd.	4
Concrete Structures	Cu. Yd.	4
Reinforcement Bars, Easy Coated	Lbs.	670
Temporary Soil Retention System	Sq. Ft.	235
Fill or Course Aggregate Embankment	Cu. Yd.	11
Structures Extension	Cu. Yd.	11
Steel High Beam Guardrail, Attached To Structures	Ft.	62.5
Impact Attenuators, Temporary (Non Reinforced, Test Level 3)	Each	1
Stone Riprap, Class A-3	Sq. Yd.	7
Filter Fabric	Sq. Yd.	7

**EXPIRES ON 11-30-2012**

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107	126	Fine or Coarse Aggregate Embankment
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177	256	Coilable Non-Metallic Conduit
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219	*K	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, and 118 North Clark Street, Chicago, Illinois

until 10:00 a.m. Wednesday, March 21, 2012 and then publicly opened and read aloud

Improvement GROUP 2 – 2012 Township: Rich, Bremen

From: Flossmoor Road - West of Dan Ryan Expressway-West Leg (I-57) to East of Cicero Avenue and 175<sup>TH</sup> Street at East Approach to the Dan Ryan Expressway-West Leg (I-57)

Route B65 & B61 Section: 11-B6527-03-RS & 11-B6127-03-DR

Cook County Purchasing Contract No.: 12-28-046

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 Flossmoor Road begins at Station 9+40, a point approximately 2,010 feet west of the centerline of Marylake Lane and extends in an easterly direction to Station 57+70, a point approximately 32 feet west of the centerline of Loretto Lane, for a distance of 4,830 feet including omissions totaling 1,516 feet for a total net distance to be improved of 3,314 feet (0.63 miles). The improvement is located within the City of Country Club Hills.

The improvement to 175<sup>th</sup> Street begins at Station 10+00, a point approximately 959 feet west of the centerline of Fusion Way and extends in an easterly direction to Station 18+66, a point approximately 93 feet west of the centerline of Fusion Way, for a distance of 866 feet (0.16 miles). The improvement is located within the City of Country Club Hills.

## DESCRIPTION OF IMPROVEMENT

This is a Quality Control/Quality Assurance project utilizing Hot-Mix Asphalt (HMA) mixtures.

It is proposed to provide for the patching of the existing PCC pavement along Flossmoor Road on both the east and west approaches to the I-57 overpass with Class C Patches, 10 in., placement of Reflective Crack Control Treatment and overlay with  $\frac{3}{4}$  in. Polymerized Leveling Binder (Machine Method), IL-4.75, N50 and 2  $\frac{1}{4}$  in. HMA Surface Course, Mix D, IL-9.5 or 12.5, N70. The existing asphalt pavement on the east and west legs of Cicero Avenue will also be milled to a depth of 3 in., the base repaired with Class D Patches, 9 in. and overlaid. Also included will be guardrail removal and replacement, landscape restoration on the embankment slopes with topsoil and seeding, installation of 3 ft. full-depth asphalt shoulders along the bridge approaches, pavement striping and Traffic Protection and Detour Routing. In addition, the Flossmoor Road improvement will include the replacement of the stem of the South East wingwall of the second culvert crossing the Flossmoor Road drainage ditch west of Central Avenue.

It is also proposed to provide for the restoration and stabilization of the embankments along the east approach to the Dan Ryan Expressway-West Leg (I-57) along 175<sup>th</sup> Street with topsoil, seeding, rip rap, curb and gutter installation, concrete curb outlet installation and HMA shoulder installation, and guardrail removal and replacement.

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

EFFECTIVE January 1, 2012 v 2012.3

**GROUP 2 – 2012: Flossmoor Road – West of Dan Ryan Expressway-West Leg (I-57) to East of Cicero Avenue Section: 11-B6527-03-RS and 175<sup>th</sup> Street at East Approach to the Dan Ryan Expressway-West Leg (I-57) Section: 11-B6127-03-DR**

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	1	Definition of Terms, Information for Bidders	(CC) Feb. 3, 2012
X	2	Bidding Requirements and Conditions For Contract Proposals	(IL-CC) Jan. 3, 2012
X	3	* Pre-Bid Meeting	(CC) Dec. 28, 2011
X	4	* Wages of Employees on Public Works	(IL-CC) Dec. 28, 2009
X	5	Alternate Proposal/Ordinance	(CC) Dec. 28, 2011
X	6	Responsible Bidder Requirement (Non-Federal Aid)	(IL-CC) Dec. 28, 2011
	7	Required Contract Provisions (Federal Aid Only)	(IL-CC) Jan. 3, 2012
X	8a	* Required Disadvantaged Business Participation (DBE)	(IL-CC) Jan. 30, 2012
	8b	*MBE/WBE Business Participation	(CC) Jan. 26, 2012
X	9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)	(IL-CC) Jan. 3, 2012
X	10	Insurance Requirements	(CC) Feb. 2, 2012
	11	* Railroad Protective Liability Insurance	(IL-CC) Dec. 28, 2011
X	12a	Indemnification for Cook County	(CC) Dec. 28, 2011
	12b	Indemnification (Locals)	(CC) Jan. 23, 2012
X	13	Joint Venture Forms	(CC) Jan. 3, 2012
X	14	Addendum Receipt	(CC) Dec. 28, 2009
	15	ARRA Provisions	(IL) April 1, 2009
X	16	* Combination Bidding Process	(IL-CC) Jan. 1, 2006
X	17	Prompt Pay Mechanisms	(CC) Dec. 28, 2009
	18-22	Not Used	
X	23	Contract Claims	(IL-CC) Jan. 1, 2007
X	24	Pre-Construction Conference	(CC) Mar. 18, 1980
X	25	Mobilization	(CC) Aug. 24, 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
	33	Clean Construction and Demolition Debris	(CC) Dec. 1, 2010
	34-45	Not Used	

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

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	82	Reflective Crack Control Treatment	(CC) Jan. 1, 2012
	<del>83-116</del>	<del>Not used</del>	
	117	Approach Slab Repair	(IL-CC) Oct. 4, 2011
	118	Asbestos Waterproofing Membrane & Asbestos Hot Mix Asphalt Surface Removal	(IL) Jan 2, 2007
	<del>119</del>	<del>Not Used</del>	
	120	Segmental Concrete Block Wall	(CC) Oct. 4, 2010
X	121	Temporary Soil Retention System	(IL) May 11, 2009
	122	Steel Structures	(CC) Nov. 21, 2007
	<del>123</del>	<del>Not used</del>	
	124	Cleaning and Painting Existing Steel Structures	(IL) May 11, 2009
	125	Containment and Disposal of Lead Paint Cleaning Residues	(IL) March 6, 2009
X	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
	<del>131</del>	<del>Not used</del>	
	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
	<del>135-136</del>	<del>Not used</del>	
	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
	<del>150-155</del>	<del>Not used</del>	
	156	Storm Sewer, (Ductile Iron Pipe) and Storm Sewers, (Extra Strength Vitrified Clay Pipe) in the City of Chicago	(CC) Oct. 20, 2009

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

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
195	Precast Concrete Handling Holes	(IL-CC) Dec. 30, 2008
196-199	Not used	
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
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
X 237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
X 238	Raised Reflective Pavement Marker Removal	(IL) Dec. 1, 2009
239	Replacement of Raised Reflective Pavement Marker	(IL) Dec. 1, 2009
240	Not Used	
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

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
	248	Traffic Signal Post, Pedestrian Pushbutton Post	(CC) April 1, 2011
	249	Steel Mast Arm Assembly and Pole and/or Steel Combination Mast Arm Assembly and Pole	(CC) April 1, 2011
	250	Traffic Actuated Controller, Traffic Actuated Controller with Cabinet, Inductive Loop Detector	(CC) April 1, 2011
	251	Master Controller	(CC) April 1, 2011
X	252	Detector Loop	(CC) April 1, 2011
	253	Video Detection System For Temporary Traffic Signal Installation	(CC) April 1, 2011
	254	Pedestrian Pushbutton	(CC) April 1, 2011
	255	Conduit	(CC) April 1, 2011
X	256	Coilable Non-Metallic Conduit	(CC) April 1, 2011
	257	Trench and Backfill for Electrical Work	(CC) April 1, 2011
	258	Electric Cable	(CC) April 1, 2011
	259	Railroad Interconnect Cable	(CC) April 1, 2011
	260	Fiber Optic Cable	(CC) April 1, 2011
	261	System Ground and Grounding Cable	(CC) April 1, 2011
	262	Grounding Existing Handhole Frame and Cover	(CC) April 1, 2011
	263	Service Installation, Pole Mount	(CC) April 1, 2011
	264	Service Installation, Ground Mount	(CC) April 1, 2011
	265	* Electric Service	(CC) April 1, 2011
	266	Handhole	(CC) April 1, 2011
	267	Rebuild Existing Handhole, Rebuild Existing Heavy Duty Handhole, Rebuild Existing Double Handhole	(CC) April 1, 2011
	268	Concrete Foundation	(CC) April 1, 2011
	269	Modify Existing Type "D" Foundation	(CC) April 1, 2011
	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

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
283	City Electric Manholes to be Adjusted	(CC) April 1, 2011
284	Uninterruptible Power Supply (UPS)	(CC) April 1, 2011
285	Traffic Signal Cabinet Load Switch	(CC) April 1, 2011
286	Temporary Traffic Signal Timings	(CC) April 1, 2011
287	Combination Lighting and Traffic Signal Service Installation, Pole Mounted	(CC) April 1, 2011
288	Illuminated Street Name Sign	(CC) April 1, 2011
289	Relocate Existing Illuminated Street Name Sign	(CC) April 1, 2011
290	Video Detection System, Single Camera Processor Video Detection	(CC) April 1, 2011
291	Video Detection System, Complete Intersection	(CC) April 1, 2011
292	Radar Presence Detector	(CC) April 1, 2011

293-300 Not used

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

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

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**Additional Document Inclusions (Required)**

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

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

**Origin of Special Provisions**

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

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

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

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

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

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

**ABOUT REQUESTS FOR PLANS & PROPOSALS**

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

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

## INFORMATION for BIDDERS

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

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

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

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

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

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

1 original

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

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

SPECIAL PROVISION  
FOR  
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

**Qualification of Bidders.**

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

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

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

**Interpretation of Quantities in the Bid Schedule.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The right is reserved to reject any or all bids, to waive technicalities, or to advertise for 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, March 6, 2012

Time: 11 a.m.

Place: Cook County Highway Department  
69 W. Washington Street  
Suite 2100  
Chicago, IL 60602

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

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

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

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

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

The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.

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

## Cook County Prevailing Wage for February 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	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER	BLD			38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR	BLD			43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	12.67	14.81	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
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
TUCK POINTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

## Legend:

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

## Explanations

### COOK COUNTY

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

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

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

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

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

#### COMMUNICATIONS ELECTRICIAN

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

#### MARBLE FINISHER

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

and exterior which are installed in a similar manner.

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

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

#### OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

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

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

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

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

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

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

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

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

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

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

**SPECIAL PROVISION  
FOR  
ALTERNATE PROPOSAL**

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

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

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

**ORDINANCE**

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

**SPECIAL PROVISION  
FOR  
RESPONSIBLE BIDDER REQUIREMENT**

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

International Union of Operating Engineers Apprenticeship Program  
Laborer's International Union Training Program

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

## 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 16% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Highway Department will only recommend award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the

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

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

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

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

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

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

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

- (a) The following is a list of types of action that the Highway Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Highway Department may be relevant in appropriate cases, and will be considered by the Highway Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the

information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Highway Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Highway Department will recommend award the contract provided that it is otherwise eligible for award. If the Highway Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Highway Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the **five (5) working days** after the receipt of the notification date of the determination by delivering the request to the Cook County Highway Department, Contract Documents Administrator. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the

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

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

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

arrangement.

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

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

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

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

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

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

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

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

unworthiness;

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

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

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

Provision or after liquidated damages have been determined and collected.

- (h) **RECONSIDERATION**. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Cook County Chief Procurement Officer with copies to Highway Department – Construction Bureau and shall be handled and considered in the same manner as set forth in paragraph (c) of “Good Faith Effort Procedures” of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Cook County Chief Procurement Officer.

### Assist Agencies

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

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

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

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

Illinois Department of Transportation  
201 West Center Court  
Schaumburg, Il 60196  
847-705-4234  
847-705-4203 (FAX)

Illinois Road Builders  
500 Park Boulevard  
Itasca, IL 60143  
630-773-1220  
630-773-1231 (FAX)

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

Mr. D. Lorenzo Padron, Director of Procurement

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

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

Mr. Perry Gunn, Director  
North River Commissioners/Ladcor  
4745 North Kedzie  
Chicago, IL 60625  
773-478-0202

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

Mr. Miguel Noguerras, Executive Director  
Puerto Rican Chamber Of Commerce  
2450 West Division  
Chicago, IL 60622  
773-904-7996  
773-583-3118 (FAX)

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

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

Ms. Hedy Ratner, Executive Director

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 – 23<sup>rd</sup> floor  
Chicago, Illinois 60602

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

**1) General**

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

**2) Equal Employment Opportunity Policy**

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

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

**3) Equal Employment Opportunity Officer**

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

**4) Dissemination of Policy**

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

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

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

## 5) Recruitment

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

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

- c) The contractor will encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

## 6) Personnel Actions

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

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

## 7) Training and Promotion

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

## Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use their best efforts to obtain the cooperation of such unions to increase opportunities for minorities and females within the unions and to effect referrals by such unions of minority and female employees. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

## 8) Selection of subcontractors, procurement of materials and leasing of equipment

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

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

- c) The contractor will use his/her best efforts to ensure subcontractor compliance with their EEO obligations.

9) Records and reports

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

- a) The records kept by the contractor shall document the following:

- (1) The number of minorities, non-minorities and females employed in each work classification on the project.
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and females;
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and,
- (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

- b) The contractor will submit to the cook county highway department a monthly report every month for the duration of the project, indicating the number of minority, non-minority and female employees currently engaged in each work classification required by contract work and the number of hours worked. This information is to be reported on form SBE-956. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

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

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

#### APPENDIX A

The following goal for female utilization in each construction craft and trade shall apply to all contractors holding federal and federally assisted construction contracts and subcontracts in excess of \$10,000.00. The goal is applicable to the contractor's total on-site construction workforce, regardless of whether or not

part of that workforce is performing work on a federal, federally assisted or nonfederally related construction contract or sub contract. Area covered (statewide) goals for women apply nationwide.

Goal	Goal (Percentage)
Female Utilization	6.9

#### APPENDIX B

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

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

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

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

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

- 1) As used in these specifications:

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION  
FOR  
INSURANCE REQUIREMENTS

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

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

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

**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:

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

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



SPECIAL PROVISION  
FOR  
INDEMNIFICATION FOR COOK COUNTY

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

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

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

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

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

SPECIAL PROVISION  
FOR  
JOINT VENTURES

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

- 1) Contractors may combine their available bidding capacity for a single contract to bid as a joint venture.
- 2) The joint venture shall be indicated by the filing of a *Joint Venture Minimum Declaration of Work* for each of the contracts for which joint venture approval is sought. It identifies the managing partner and indicated the kind and the percentage of work to be performed by each joint venture partner with its own workforce and resources other than work reserved to meet any disadvantage business goal advertised in the contract. The form indicated the joint venture agreement shall be included in the bid. In addition, each joint venture partner firm shall submit an *Affidavit of Availability*. The *Joint Venture Minimum Declaration of Work* and all *Affidavits of Availability* must be included in the bid. The proposed joint venture shall not be approved if the establishment of a joint venture would unduly restrict competition. A determination that a proposed venture would unduly restrict competition is limited to any of the following reasons:
  - a) That the proposed joint venture would consist of more than three (3) qualified contractors.
  - b) That the *Joint Venture Minimum Declaration of Work* indicated that any one of the proposed joint ventures partners will perform less than ten percent of the non-disadvantage business work with its own workforce and resources.
  - c) That for letting items estimates by the Department to be bid at less than \$1,000,000.00 more than one of the proposed joint venture partners has the individual qualification ratings and bid the item without the approval of the venture. This determination shall not apply to joint ventures between firms having fifty-one percent or more common controlling ownership or on items where the estimated quantity of asphalt exceeds 10,000 tons or concrete exceeds 5,000 cubic yards. Each proposed joint venture shall submit, with the bid, a *Joint Venture Certificate of Explanation and Justification* for each of the contracts estimated at less than \$1,000,000.00 for which joint venture approval is sought. The form indicated the circumstances which apply to the joint venture. That is there fifty-one percent (51%) or more common controlling ownership, or does one or more parties to the joint venture not have the financial capacity, work capacity or work categories to complete the project. The *Joint Venture Certificate of Explanation* must be included in the bid.
- 3) Contractors whose financial ratings are based upon unaudited financial statements will not be permitted to joint venture with each other to bid contracts which are estimated to exceed \$350,000.00. However, such contractors may be permitted to joint venture with contractors who have a financial rating based upon an audited statement to bid contracts estimated to exceed \$350,000.00.
- 4) If a joint venture work rating is limited by its maximum financial rating, the full value of the computed work rating will be used in analyzing the joint venture approval request. However, the combined maximum work rating in any category shall not exceed the combined maximum financial rating of the joint venture.

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

Copies of all required Joint Venture Forms are attached.

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

#### JOINT VENTURE FORMS

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







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 3/14/12

Addendum No. \_\_\_\_\_  
Dated \_\_\_\_\_

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

**SPECIAL PROVISION  
FOR  
COMBINATION BIDDING PROCESS**

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

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

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

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

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

The following provisions shall govern combination bidding:

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

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

**SPECIAL PROVISION  
FOR  
PROMPT PAY MECHANISMS**

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

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

This contract is subject to the following payment obligations:

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

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

SPECIAL PROVISION  
FOR  
CONTRACT CLAIMS

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

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

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of this Article to read:

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

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

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

**SPECIAL PROVISION  
FOR  
PRE-CONSTRUCTION CONFERENCE**

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

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

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

SPECIAL PROVISION  
FOR  
MOBILIZATION

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

671 Mobilization. Revise the Article to read:

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

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

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

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

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

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

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

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

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

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

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

09-0-36

ORDINANCE

Sponsored by

THE HONORABLE TODD H. STROGER, PRESIDENT

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

COUNTY COMMISSIONERS

Co-Sponsored by

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

JOSEPH MARIO MORENO, DEBORAH SIMS, ROBERT B. STEELE

AND LARRY SUFFREDIN, COUNTY COMMISSIONERS

COOK COUNTY GREEN CONSTRUCTION ORDINANCE

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

#### ARTICLE IX. GREEN CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Verified diesel emission control device** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of May 2009.

TODD H. STROGER, President

Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk.

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

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

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

**SPECIAL PROVISION  
FOR  
CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS**

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

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

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

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

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

RESPONSIBILITY OF THE COUNTY

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

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

## RESPONSIBILITY OF THE CONTRACTOR

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

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

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

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

670.01 Description. Add the following paragraph:

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

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

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

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

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

**OFFICE :**

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

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

Tape, Transparent Refills 3/4"	6 Each
<b>FIELD:</b>	
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 conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years."

**SPECIAL PROVISION  
FOR  
MANAGING CONCRETE WASTE**

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

Construction. Perform this work on projects where;

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

Requirements.

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

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

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

For onsite washout:

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

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

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

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

For Onsite Temporary Concrete Washout Facility:

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

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

Inspection and Maintenance.

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

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

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
CRACK ROUTING AND SEALING**

The following crack preparation and sealing material will be used:

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

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
BORROW EXCAVATION**

Description. The work for Borrow Excavation shall include furnishing, placing and compacting materials in conformance with Articles 205.03 through 205.06 of the Standard Specifications for Road and Bridge Construction.

Section 204 Borrow Excavation. Shall be revised to read:

Method of Measurement. Borrow Excavation shall be measured for payment in Cubic Yards compacted in place. The volume shall be determined by the method 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. Material excavated in excess of that required for the execution of the contract will not be measured for payment.

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

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

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

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

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

Materials and Construction Requirements for Direct Applied Reflectorized Terminal Marker.

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
SCHEDULING AND LANDSCAPING**

Landscaping

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
TEMPORARY BUTT JOINTS**

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

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

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

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

**SPECIAL PROVISION  
FOR  
TREATMENT OF CRACKS**

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

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

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

**SPECIAL PROVISION  
FOR  
REFLECTIVE CRACK CONTROL TREATMENT**

**DESCRIPTION.** This work shall consist of furnishing and installing the specified type of asphalt reinforcement mesh, to be used as a strip reflective crack control treatment, at the locations and as per the details in the contract plans.

**MATERIALS.** Asphalt reinforcement mesh shall consist of fiber glass strands coated with a protective elastomeric polymer and pressure sensitive adhesive backing. Products coated with bituminous materials are not allowed. In addition, the reinforcement mesh shall have the following physical characteristics and mechanical properties:

PRODUCT PROPERTIES	METHOD / UNITS	Type 1
Mesh Grid Size (Typ.) (Center to Center)	Calipered, inch	0.5 In. x 0.5 In.
Roll Width (Min)	Measured in feet	4.9 feet
Mass / Unit Area	ASTM D 5261-92 oz/yd <sup>2</sup>	10.9-13.5
Tensile Strength (Min.) (Across Width)	ASTM D 6637 lb./in.	571
Tensile Strength (Min.) (Across Length)	ASTM D 6637 lb./in.	571
Tensile Strength @2% (Min.)	ASTM D 6637 lb./in.	456
Elongation at Break	ASTM D 6637(%)	Less than 3%
Melting Point	ASTM D 276	Greater than 424°F

Geotextile paving fabrics will not be considered as an alternate to asphalt reinforcement mesh. Asphalt reinforcement mesh products must meet the following requirements;

- 1) At least 15 days prior to bid letting, the Contractor must submit a list of at least five comparable projects that are similar in terms of size and application, and where the results of using the specific asphalt reinforcement mesh can be verified after a minimum of five years of service life.
- 2) Asphalt reinforcement mesh product sample approximately 305 mm by 200 mm (12" x 8") or larger.
- 3) Certified material property data sheets.
- 4) Manufacturer's installation instructions and general recommendations.
- 5) Additional information as requested by the Engineer to fully evaluate the product.

Proper mesh type selection depends on several factors including hot-mix aggregate size, local environmental conditions, mix stability, past performance or user preference. A Type 1 grid having the physical properties listed above is specified for this improvement.

Full width coverage of the pavement surface is required for this improvement.

#### **CONSTRUCTION METHODS.**

GENERAL. Prior to use, store reinforcement mesh rolls in unopened packaging vertically (on end) under dry covered conditions free from dust, dirt and moisture to prevent roll distortion and contamination. Store the product at temperatures above minus 20 degrees C (-4°F). Do not place mesh reinforcement when the surface is wet, or contaminated with oil, soil or excessive dust. Do not place asphalt during wet or freezing weather as this prevents conformance with specified requirements.

ADHESION TEST. The Contractor shall test to the satisfaction of the Engineer that proper adhesion exists between the asphalt reinforcement mesh and the underlying pavement. This test can be done on the reinforcement mesh after it is placed or it can be done on a minimum one square yard sample cut in a square shape.

Place the reinforcement mesh on the surface to be paved.

Apply adequate vertical pressure to fully activate the pressure sensitive adhesive, e.g., by use of a rubber tire roller or other means approved by the manufacturer.

Insert a hook of a spring balance (such as that used for a fish scale) under the center of the pavement mesh sample. Pull the spring balance up until the sample just starts to pull loose and record the gauge reading. In the event that 20 lbs. or more of force is required to pull the sample up from the road surface, sufficient adhesion has taken place and the paving operation can begin.

In the event that the sample does not have 20 lbs. of adherence, identify if the rolling operation to activate the pressure sensitive coating needs to be improved or if there are any cleanliness or moisture issues present. Resolve these issues prior to installing the remainder of the paving mesh, and prior to placing asphalt on top of the mesh.

Verify proper adhesion with this test once every 1200 sq. yd., or as directed by the Engineer.

#### **PREPARATION AND INSTALLATION.**

##### PREPARATION:

The plans provide details for proper pavement surface preparation including crack repair with Crack Filling and Mixture for Cracks, Joints and Flangeways. A Polymerized Leveling Binder has also been specified. The mesh will be placed on top of the Leveling Binder.

Surfaces shall be mechanically cleaned by sweeping and vacuuming and be free of oil, vegetation, sand, dirt, water, gravel and other contaminants prior to placement of the strip reflective crack control layer.

##### ASPHALT REINFORCEMENT MESH INSTALLATION:

- 1) Surface temperature shall be between 5 degrees C and 60 degrees C (40-140°F) prior to laying the mesh reinforcement.

- 2) The placement surface must be dry. Since moisture affects the adhesion of the mesh to the pavement surface, mesh placement should not be undertaken if rain is likely to fall prior to covering the mesh with an asphalt mat overlay. Mesh that is placed and will not adhere due to moisture shall be removed and replaced at the Contractor's expense.
- 3) Reinforcement mesh shall be laid out by mechanical means or by hand using sufficient pressure to eliminate ripples. Remove any ripples by pulling the grid tight. Cutting of the grid may be done on tight radii to prevent ripples.
- 4) Lap transverse joint in the direction of the paving 3-6 In., longitudinal joints shall be overlapped 1-2 In. or as recommended by the manufacturer, whichever is greater. It will be required for the Contractor to maintain one lane of traffic in each direction during all base patching and resurfacing operations. In order to meet this requirement, it is anticipated that mesh will be placed along one lane width and then resurfaced prior to mesh placement and resurfacing of the adjacent lane. The Contractor must insure that the required longitudinal joint overlaps in the mesh are provided and maintained from one stage of traffic to the next.
- 5) After placement, activate self-adhesive glue by rolling with a rubber coated drum roller or a pneumatic tire roller until proper adherence occurs. In no instance, shall steel-wheeled or vibratory rollers be used. Rolling shall continue until the adhesive is activated and the mesh is bonded to the leveling course. Generally, this can be accomplished in one or two roller passes. During rolling operations, roller tires shall be kept clean to the satisfaction of the Engineer.
- 6) Reinforcement shall be laid and rolled over ironworks (i.e. manhole covers, drainage grates, etc.). Once the mesh has been rolled, these portions of the mats covering the ironworks shall be removed by cutting the reinforcement mesh with a utility knife or other similar tool.
- 7) Construction and emergency vehicles will be allowed to run on the reinforcement mesh after rolling. However, any damaged or de-bonded sections of the mesh resulting from these vehicles, as determined by the Engineer, shall be immediately replaced with new mat sections, taking care to place the adhesive backing down and to overlap the mesh already in place. Replacement sections shall be rolled in accordance with manufacturer's recommendations. Mesh shall be rolled until the adhesive is activated and the replacement mesh section is bonded to the leveling course.
- 8) Any dirt, dust or other contaminants deposited on the mesh covered leveling course by the construction equipment, maintenance vehicles, or emergency vehicles shall be removed by mechanical sweeping or vacuuming the surface. No additional payment will be made to replace sections of mats damaged or contaminated by construction equipment, maintenance vehicles or emergency vehicles. No additional compensation will be made to sweep or vacuum the surface, or to otherwise remove contaminants deposited by such traffic.

**METHOD OF MEASUREMENT.** The quantity of REFLECTIVE CRACK CONTROL TREATMENT shall be measured as the area in square yards of pavement covered and shall not include additional areas required for transverse and longitudinal laps. No deductions shall be made for the reinforcement mesh removed in the area of ironworks.

Items for Polymerized Leveling Binder, Crack Filling, Mixture for Cracks, Joints and Flangeways and Hot-Mix Asphalt Surface will be paid for separately.

BASIS OF PAYMENT. The unit bid price per SQUARE YARD for REFLECTIVE CRACK CONTROL TREATMENT shall include the cost of furnishing all labor, materials and equipment to complete the work including adhesion testing, mesh placement, rolling, mesh-removal around areas of ironworks and sweeping or vacuuming the pavement surface prior to mesh placement as specified herein.

**SPECIAL PROVISION  
FOR  
TEMPORARY SOIL RETENTION SYSTEM**

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
FINE OR COARSE AGGREGATE EMBANKMENT**

**Description:** This item shall consist of furnishing, placing and compacting fine or coarse aggregate material, in accordance with this special provision and applicable requirements of Section 205 of the Standard Specifications, to the lines, grades and cross sections as shown on the plans or established by the Engineer.

For the purpose of this special provision, embankment may be above or below the original ground line.

**Materials:** Materials shall meet the applicable requirements of Sections 1003 and 1004 of the Standard Specifications and to the following gradations:

Fine Aggregate.....FA 6

Coarse Aggregate.....CA 17

**Construction Methods:** The material shall be placed in layers not exceeding 150 mm (6 inches) in thickness and compacted in accordance with Article 205.06 of the Standard Specifications.

**Method of Measurement:** Fine or coarse aggregate embankment will be measured for payment in place and the volume computed in cubic meters (cubic yards).

**Basis of Payment:** This work will be paid for at the contract unit price per cubic meter (cubic yard) for FINE OR COARSE AGGREGATE EMBANKMENT measured in place, which price shall be payment in full for furnishing, placing and compacting all materials, required to complete the work.

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
COOPERATION WITH UTILITIES**

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

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

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

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

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

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

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

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents shall request such in writing from the Department, in sufficient time to allow a written reply by the Department that can reach all prospective bidders before the submission of their bids. All information and changes made to the contract will be communicated through an addendum. Only changes made through the addendum will be binding to the Department. When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility whatever in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of underground utility facilities. It shall be the Contractor's responsibility to determine the actual location of all such facilities including field verification of both vertical and horizontal locations relative to the work. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for removing or adjusting them.

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

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**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  
 FLOSSMOOR ROAD  
 WEST OF DAN RYAN EXPRESSWAY-WEST LEG (I-57) TO  
 EAST OF CICERO AVENUE  
 SECTION: 11-B6527-03-RS

The following agencies have facilities within the project limits:

**Commonwealth Edison Company**

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

**Village of Oak Lawn**

9446 S. Raymond Avenue  
 Oak Lawn, IL 60453  
 Attn: Steve Barrett  
 Director of Public Works  
 (708) 636-4400

**AT&T**

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

**Comcast**

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

**Nicor Gas Company**

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

**BP Pipelines (North America), Inc.**

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

**City of Country Club Hills**

4200 W. 183<sup>rd</sup> Street  
 Country Club Hills, IL 60478  
 Attn: Paula Smothers  
 Supt. of Public Works  
 (708) 798-3940

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

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

STATUS OF UTILITIES  
UTILITIES TO BE ADJUSTED  
175<sup>TH</sup> STREET  
EAST APPROACH TO THE DAN RYAN EXPRESSWAY  
WEST LEG (I-57) GRADE SEPARATION  
SECTION: 11-B6127-03-DR

The following agencies have facilities within the project limits:

**Commonwealth Edison Company**

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

**Village of Oak Lawn**

9446 S. Raymond Avenue  
Oak Lawn, IL 60453  
Attn: Steve Barrett  
Director of Public Works  
(708) 636-4400

**AT&T**

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

**Comcast**

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

**Nicor Gas Company**

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

**Windstream KDL, Inc.**

13935 Bishops Drive  
Brookfield, WI 53005  
Attn: Jim Kostuch  
(262) 792-7938

**City of Country Club Hills**

4200 W. 183<sup>rd</sup> Street  
Country Club Hills, IL 60478  
Attn: Paula Smothers  
Supt. of Public Works  
(708) 798-3940

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

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

**SPECIAL PROVISION  
FOR  
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)
- Notice of Intent (3 pages) – Do not send fee – send form only as notification to IEPA.
- Notice of Termination (2 pages) – Send form to IEPA at end of construction.
- IEPA Incidence of Non-Compliance Form (1 Page)
- Storm Water Pollution Plan Signed by Superintendent (5 Pages)



Illinois Environmental Protection Agency

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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, Director, 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 system are appropriately covered by the attached NPDES general permit issued by the Agency.

The permit as issued covers Notice of Intent requirements, storm water management programs, and monitoring, recordkeeping and reporting requirements. Attached is an Annual Inspection 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 penalties. The Agency is ready and willing to assist you in interpreting any of the conditions of the permit as they relate to your municipal separate storm sewer system.

Your municipal storm sewer system was automatically covered by this permit 30 days after your Notice of Intent application pursuant to the General Storm Water Permit for MS4's, Part I. Coverage Under This Permit, D. 3. The Agency realizes that you may have implemented part of your program, however, we have reviewed your application for any deficiencies and applicability of the general permit versus an individual permit. The final determination is that the general permit is applicable to your system.

This letter shows your permit number below your name. Please reference this number in all future correspondence. Should you have any questions concerning the permit, please contact the Permit Section at (217) 782-0610.

Very truly yours,



Alan Keller, P. E.

Manager, Permit Section  
Division of Water Pollution Control

Enclosure

AK:MED:\MS4 Coverage Letter

cc: Records Unit  
Des\_Plaines

Rockrodrd P022I North 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. University St., Peoria, IL 61614 - (309) 693-5462 • Champaign - 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 municipal separate storm sewer systems (MS4s) as defined in 40 CFR 122.26(b)(16) as designated 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 substantial contributors of pollutants to a particular 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 hazardous 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 associated with construction site activities for municipal construction projects disturbing one acre or more. The permittee shall comply 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 mixed with non-storm water or storm 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](http://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 provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter I), and the Clean Water Act, and the regulations there under the following discharges are authorized by this permit, 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 discharges of storm water associated with industrial activity from construction sites that will result in the disturbance 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 the larger common plan will ultimately disturb 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 discharges occurring after the effective date of this permit where the construction activity was initiated before the effective date of this permit), except for discharges identified under paragraph I.B.3 (Limitations on Coverage).
  - b) This permit may only authorize a storm water discharge associated with industrial activity from a construction site that is mixed with a storm water discharge from an industrial 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 industrial 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 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 and dedicated concrete plants) are covered by a different NPDES general permit or individual permit authorizing such discharges.
- c) Limitations on Coverage. The following storm water discharges from 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-Storm Water Discharges) of this permit and in compliance 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 permit or which are issued a permit in accordance with Part VI.N (Requiring an Individual Permit or an Alternative General Permit) of this permit. Such discharges may be authorized under this permit after an existing permit expires provided the existing permit did not establish numeric limitations for such discharges;

#### NPDES Permit No. ILR10

- iv) storm water discharges from construction sites 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 Agency, at its 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, using an NOI form provided by the Agency, or be covered by a valid Illinois General NPDES Construction Site Activities Permit.
  - b) Where a new operator (contractor) is selected after 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 that have complied with State law on historic preservation and endangered species prior to submittal of the NOI, through coordination with the Illinois Historic Preservation Agency and the Illinois Department of Natural Resources or through fulfillment of the terms of interagency agreements with those agencies, the NOI shall indicate that such compliance has occurred. Unless notified by the Agency to the contrary, dischargers who submit an NOI in accordance with the requirements 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 coverage under this permit and require submittal 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 General NPDES Construction Site Permit, or a completed Notice of Intent (NOI) in accordance with Part VI.G (Signatory Requirements) and the requirements of this part must be submitted prior to the commencement 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 Construction 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 may bring an enforcement action for any discharges of storm water associated with industrial activity from a construction site that have occurred on or after the start of construction.

2) B. Failure to Notify. Dischargers who fail to notify the Agency of their intent to be covered, and discharge storm water associated with 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 Intent shall be signed in accordance 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 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;
- b) The owner's name, address, telephone number, and status as Federal, State, private, public or other entity;
- c) The name, address and telephone number 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 through a municipal 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 non-storm water discharges) from 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 waterline 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 where flows are not contaminated with process materials such as solvents.

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

Discharges to waters for which there is a TMDL allocation for sediment or a parameter that addressed sediment (such as total suspended solids, turbidity, or siltation) are not eligible for coverage under this permit unless you develop and certify a SWPPP that 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 conditions 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 allocation has been established that would apply to the project's discharges, the operator must incorporate that allocation into its SWPPP and implement necessary steps to meet that allocation.

**NPDES Permit No. ILR10**

- 3) Discharges covered by this permit, alone or in combination with other sources, shall not cause or contribute to a violation of any applicable water quality standard.

**PART IV. Storm Water Pollution Prevention Plans**

A storm water pollution prevention plan shall be developed for each construction site covered by this permit. Storm water pollution prevention plans shall be prepared in accordance with good engineering practices. The plan shall identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges associated with construction site activity from the facility. In addition, the plan shall describe and ensure the implementation of practices which will be used to reduce the pollutants in storm water discharges associated with construction site activity and to assure compliance with the terms and conditions of this permit. Facilities must implement the provisions 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 start of the construction to be covered under this permit and updated as appropriate; and
  - b) Provide for compliance with the terms and schedule of the 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 (Signatory Requirements), and be retained on-site at the facility which generates the storm water discharge in accordance with Part VI.E (Duty to Provide Information) of this permit.
  - b) Prior to commencement of construction, the permittee shall provide written 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 14<sup>th</sup> 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 requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are 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 provision does not apply to provisions of master plans, comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified 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 (Where to Submit) of this permit, along with a description of why requirements in approved local plans or permits should not be applicable as a condition of an NPDES permit.
- iii) Maintenance. A description of procedures to maintain in good and effective operating conditions vegetation, erosion and sediment control measures and other protective measures identified in the site plan.
- iv) Inspections. Qualified personnel (provided by the permittee) shall inspect disturbed 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 inches or greater or equivalent snowfall. Qualified personnel means a person knowledgeable in the principles and practice of erosion and sediment controls, such as a licensed professional engineer or other knowledgeable person who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activities.
  - (1) 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 entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain 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 inspection, the description of potential pollutant sources identified in the plan in accordance with paragraph IV.D.1 (Site Description) of this permit and pollution prevention measures identified in the plan in accordance with paragraph IV.D.2 (Controls) of this permit shall be revised as appropriate as soon as practicable 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 inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the storm water pollution 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 for at least 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 complete and submit within 5 days an "Incidence of Noncompliance" (ION) report for any violation of the storm water pollution prevention plan observed during an inspection conducted, including those not required by the Plan. Submission shall be on forms provided by the Agency and include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance.
- (5) All reports of noncompliance 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 that are combined with storm water discharges associated with industrial activity must be identified in the plan. The plan shall identify and insure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.
- 4) Additional requirements for storm water discharge from industrial activities other than construction, including dedicated asphalt plants, and dedicated concrete plants. - This permit may only authorize a storm water discharge associated with industrial activity from a construction 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 located on the same 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 **2** 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 Expired General Permit. This permit expires five years from the date of issuance. An expired general permit continues in force and effect until a new general permit or an individual 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 necessary 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 take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely 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 system with an NPDES permit, to the municipal operator 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 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, copies of records required to be kept by this permit.
- 6) Other Information. When the permittee becomes aware that he or she 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 Notices of Intent, storm water pollution prevention plans, reports, certifications or information either submitted to the Agency or the 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 responsible 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 manufacturing, production or operating facilities employing more than 250 persons or having gross annual sales or expenditures 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

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

- 4) Penalties for Falsification of Monitoring 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 shall, 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 device or record required in connection with 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 penalties provided by law is subject to a fine not to exceed \$10,000 for each day of violation.
- 6) Oil and Hazardous Substance Liability. Nothing in this permit shall be construed 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 privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.
- 8) Severability. The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.
- 9) Transfers. This permit is not transferable to any person 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 NPDES general permit. Any interested person may petition the Agency to take action under

#### **NPDES Permit No. ILR10**

This paragraph. Where the Agency requires a discharger authorized to discharge under this permit to apply for an individual NPDES permit, the Agency shall notify the discharger 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 discharger to file the application, and a statement that on the effective date of the individual NPDES permit or the alternative general permit as it applies to the individual permittee, 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 Agency may grant additional time to submit the application upon request of the applicant. If a discharger fails to submit in a timely manner an individual NPDES permit application as required by the Agency under this paragraph, then the applicability of this permit to the individual NPDES permittee is automatically 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:

#### **NPDES Permit No. ILR10**

- 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 **paragraph (a) or (b)** 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 discharged. 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

#### NPDES Permit No. ILR10

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  
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  
 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: \_\_\_\_\_  
 Time of Inspection: \_\_\_\_\_

Project: \_\_\_\_\_  
 Limits: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_

Stage of Construction:

- |                                                       |                                                |
|-------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Pre-Construction Plan Review | <input type="checkbox"/> Building Construction |
| <input type="checkbox"/> Clearing and Grubbing        | <input type="checkbox"/> Finishing Grade       |
| <input type="checkbox"/> Rough Grading                | <input type="checkbox"/> 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 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: Contractor: Subcontractors: Project: Limits: District #: Contract #: NPDES Permit #: ILR400485

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, adjustments or maintenance directed as a result of the last inspection been implemented?  Yes  No If No, the Contractor is hereby notified that no further work activity will be permitted to take place 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  Contractor's Initials  
No \_\_\_\_\_

Resident Engineer  
Cook County Highway Department



COOK COUNTY  
BUREAU OF ADMINISTRATION  
DEPARTMENT OF HIGHWAYS  
  
Storm Water Pollution Prevention Plan

Project: \_\_\_\_\_  
Limits: \_\_\_\_\_  
  
Section: \_\_\_\_\_  
Location: \_\_\_\_\_  
  
County: \_\_\_\_\_

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) ILR10 Permit, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

I certify that 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 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 control blanket shall 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 deemed necessary by the Resident Engineer to protect slopes from erosion. Erosion Control Blanket with green dye is NOT acceptable.

Stone Rip Rap – Stone riprap will be maintained around the box culvert, pipe culvert, embankment near STA. \_\_\_\_\_ to protect against scour and prevent erosion.

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

Temporary Tree Protection – Shall consist of temporary fencing and tree trunk protection as directed by the Resident Engineer in accordance with Article 201.05 of the IDOT Standard Specifications for Road and Bridge Construction.

Sodding (for residential areas) – Sodding shall be used to stabilize all disturbed areas within 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, Class 2A shall be used to stabilize all disturbed parkway areas within 24 hours of final grading. Biodegradable, lightweight erosion 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 filters will be placed and maintained at those locations indicated on the drainage plans and as directed by the Engineer.

Diversion of Stream flow – Throughout culvert or bridge installation, the Contractor shall maintain the flows by using a diversion channel and/or by-pass piping/pumping to divert flows through or around the work area.(see special provision) If a diversion channel is used, the channel walls and bed shall be protected from soil erosion by use of erosion control blanket, plastic sheeting, or by a method approved by the Engineer. When operating under permit, the authorizing Soil and Water Conservation District must also approve the method of diversion.

Isolation of Work Area - Prior to culvert or bridge installation, the Contractor shall isolate the work area from flowing water through the use of cofferdams. The system 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 sump pit for dewatering the isolated 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 discharged to the drainage system. The discharge of water from dewatering operations directly into the stream or drainage system is strictly prohibited.

The Contractor shall initiate stabilization measures as soon as practicable on portions of the site where construction activities have 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 personnel shall inspect disturbed areas of the construction site which have not been fully stabilized, structural control measures, and locations where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 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 entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain 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.

Based on the results of the inspection, the description of potential pollutant sources identified in section a) above and pollution prevention measures identified in section a) above shall be revised 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 mark-up plan showing accurate locations and types of BMPs used must be kept.)

A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution plan, and actions taken in accordance with section b) shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in 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 violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of non-compliance, actions which were taken to prevent any further causes of non-compliance, and a statement detailing any environmental impact which may have resulted from the non-compliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit. The report of non-compliance 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, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in the plans are described below. Appropriate

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 Mixture indicated below for Seeding Class I, regardless of the season;

80 lbs./acre Kentucky Bluegrass

45 lbs./acre Kentucky 31 or Alta Fescue

30 lbs./acre Perennial Ryegrass

15 lbs./acre Redtop or Creeping Red Fescue

**SPECIAL PROVISION  
FOR  
WORK ZONE TRAFFIC CONTROL**

Revise Article 701.10 of the Standard Specifications to read:

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

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

**SPECIAL PROVISION  
FOR  
TRAFFIC CONTROL DEVICES - DETOUR ROUTING**

Description. This work shall consist of the furnishing of Sign Panel Type 1 and/or Type 2, complete with reflectorized sign faces, legend and supplemental panels; installing them on sign supports, sign 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 maintenance of these installations; and the removal of the 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 necessary, they shall meet the requirements for Metal Post Type B of Article 1006.29 of the Standard Specifications 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 with 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 allowed. Any post so cut shall have the cut end completely deburred and treated with a zinc rich paint.

The Contractor shall be responsible for the proper elevation, 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 shall 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 the contract lump sum price for Traffic Control Devices - Detour Routing, which price shall be payment in full for all labor, material, 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 specific authorization for relocation or removal is received from the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Method of Measurement. Delete: Article 701.19 Method of Measurement

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

Basis of Payment. Delete: Article 701.20 Basis of Payment

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

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

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

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

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

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

Where "P" is the contract price for Traffic Protection

Difference between original and final sum total

value of all the work items for which

Where "X" = protection is required.

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

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

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

**SPECIAL PROVISION  
FOR  
PROJECT SIGNS PLAQUE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
TRAFFIC SIGNAL WORK GENERAL**

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

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

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

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

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

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

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

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

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

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

#### Control of Traffic Signal Materials.

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

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

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

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

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

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

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

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

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

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

#### Damage to Traffic Signal System.

Add the following to Article 801.12(b).

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

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

Traffic Signal Inspection (Turn – On).

Revise Article 801.15b to read as follows.

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

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

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

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

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

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

#### Location of Underground State and County Maintained Facilities.

Revise Article 803 to read as follows.

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

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

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

**SPECIAL PROVISION  
FOR  
DETECTOR LOOP**

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

Description.

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

Procedure.

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

Installation.

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

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

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

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

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

Type 1:

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

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

Preformed:

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

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

Method of Measurement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# COUNTY OF COOK

## CHICAGO, ILLINOIS

# PROPOSAL

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

*known as* GROUP 2 - 2012

*Routes* B65 & B61 *Sections* 11-B6527-03-RS & 11-B6127-03-DR

Flossmoor Road - West of Dan Ryan Expressway-West Leg (I-57) to East of Cicero Avenue

175<sup>TH</sup> Street at East Approach to the Dan Ryan Expressway-West Leg (I-57)

### 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 Flossmoor Road begins at Station 9+40, a point approximately 2,010 feet west of the centerline of Marylake Lane and extends in an easterly direction to Station 57+70, a point approximately 32 feet west of the centerline of Loretto Lane, for a distance of 4,830 feet including omissions totaling 1,516 feet for a total net distance to be improved of 3,314 feet (0.63 miles). The improvement is located within the City of Country Club Hills.

The improvement to 175<sup>th</sup> Street begins at Station 10+00, a point approximately 959 feet west of the centerline of Fusion Way and extends in an easterly direction to Station 18+66, a point approximately 93 feet west of the centerline of Fusion Way, for a distance of 866 feet (0.16 miles). The improvement is located within the City of Country Club Hills.

## DESCRIPTION OF IMPROVEMENT

This is a Quality Control/Quality Assurance project utilizing Hot-Mix Asphalt (HMA) mixtures.

It is proposed to provide for the patching of the existing PCC pavement along Flossmoor Road on both the east and west approaches to the I-57 overpass with Class C Patches, 10 in., placement of Reflective Crack Control Treatment and overlay with  $\frac{3}{4}$  in. Polymerized Leveling Binder (Machine Method), IL-4.75, N50 and 2  $\frac{1}{4}$  in. HMA Surface Course, Mix D, IL-9.5 or 12.5, N70. The existing asphalt pavement on the east and west legs of Cicero Avenue will also be milled to a depth of 3 in., the base repaired with Class D Patches, 9 in. and overlaid. Also included will be guardrail removal and replacement, landscape restoration on the embankment slopes with topsoil and seeding, installation of 3 ft. full-depth asphalt shoulders along the bridge approaches, pavement striping and Traffic Protection and Detour Routing. In addition, the Flossmoor Road improvement will include the replacement of the stem of the South East wingwall of the second culvert crossing the Flossmoor Road drainage ditch west of Central Avenue.

It is also proposed to provide for the restoration and stabilization of the embankments along the east approach to the Dan Ryan Expressway-West Leg (I-57) along 175<sup>th</sup> Street with topsoil, seeding, rip rap, curb and gutter installation, concrete curb outlet installation and HMA shoulder installation, and guardrail removal and replacement.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENTS  
INDEX**

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

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

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

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

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

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

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

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

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

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

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

**"Lobbyist"** means any person or entity who lobbies.

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

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

**Section 4: Certifications.** - (1 original set of documents) Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** - (1 original set of documents) Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**Sections 6: Execution Forms.** Refer to section "Definition of Terms/Information for Bidders" for instructions of number of originals and number of copies needed when submitting a bid document.

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

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



# Illinois Department of Transportation

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

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

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

## Part I. Work Under Contract

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

	GK11114	GE09902	GE11901	GE11242	Pending	
	1	2	3	4	Awards Pending	
Contract Number	66409	CDOT B-9-816 (Far South)	CDOT Proj #B-6-118	10-388	60P19	
Contract With	K-Five/Dunnet Bay	Chicago	Chicago	Posen	IDOT	
Estimated Completion Date	10/31/2012	Dec-2012	Jul-2012	Jun-2012	Nov-2012	
Total Contract Price	\$4,322,600	\$9,877,424	\$7,785,703	\$183,838	\$1,445,832	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		\$7,151,588	\$6,289,238	\$82,898	\$1,445,832	\$14,949,734
Uncompleted Dollar Value if Firm is the Subcontractor	\$3,187,999					\$3,187,999
<b>Total Value of All Work</b>						<b>\$18,137,733</b>

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

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

						Accumulated Totals
Earthwork		\$13,280				\$13,280
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$3,039,409	\$3,079,986	\$2,780,919	\$27,656	\$1,184,691	\$10,112,661
HMA Paving (& Patching)						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases & Surfaces	\$112,008	\$9,300			\$1,800	\$123,108
Highway, R.R. and Waterway Structures						\$0
Drainage						\$0
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction						\$0
Landscaping						\$0
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planing & Rotomilling	\$9,282	\$485,000	\$293,819		\$52,310	\$840,411
Demolition (Removals)						\$0
Pavement Markings (Paint)						\$0
Other Construction (Mob/Misc)	\$27,300	\$148,000	\$49,050		\$80,000	\$304,350
Other Construction (Traffic Control)		\$45,000	\$10,106		\$10,623	\$65,729
Other Construction (HIP Recycling)						\$0
<b>Totals</b>	<b>\$3,187,999</b>	<b>\$3,780,566</b>	<b>\$3,133,894</b>	<b>\$27,656</b>	<b>\$1,329,424</b>	<b>\$11,459,539</b>

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor		Atrium	MAT Const	Alsterda	Hawk
Type of Work		Landscape	Milling	Sewer	Electric
Subcontract Price		\$262,675	\$419,556	\$30,700	\$19,287
Amount Uncompleted		\$210,000	\$251,482		\$19,287
Subcontractor		Pan Oceanic	Mark-It	Davis	Hwy Safety
Type of Work		Concrete	Thermo	Concrete	Traffic
Subcontract Price		\$1,954,800	\$367,116		\$20,138
Amount Uncompleted		\$1,390,000	\$367,116	\$26,308	\$20,138
Subcontractor		Sanchez Const	Lady Lighting	Rainbow Farms	ML Group
Type of Work		Swri/Concrete	Electrical	Landscape	Thermo
Subcontract Price		\$1,067,200	\$72,500	\$9,034	\$60,643
Amount Uncompleted		\$626,000	\$68,112	\$9,034	\$60,643
Subcontractor		Marking Spst	JEM	Wigboldy	United
Type of Work		Thermo	Traffic	Excavation	Sewer
Subcontract Price		\$199,950	\$272,200	\$36,863	\$8,700
Amount Uncompleted		\$160,000	\$209,594		\$8,700
Subcontractor		MAT Const	Dynamic		Tough Cuts
Type of Work		Milling	Concrete & Sewer		Sawing
Subcontract Price		\$540,050	\$2,836,225		\$7,740
Amount Uncompleted		\$391,000	\$2,200,720		\$7,740
Subcontractor		City Lites	Diaz		
Type of Work		Electric	Landscaping		
Subcontract Price		\$743,040	\$58,320		
Amount Uncompleted		\$594,000	\$58,320		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$0	\$3,371,000	\$3,155,344	\$35,342	\$116,508

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 submitted and reported before the estimated completion dates.

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Type or Print Name: Jeffrey L. Kolmodin Vice-President  
 Officer or Director \_\_\_\_\_ Title \_\_\_\_\_

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

Signed \_\_\_\_\_  
 Company Gallagher Asphalt Corporation  
 Address 18100 South Indiana Avenue  
Thornton, IL- 60476

(Notary Seal)



**Illinois Department of Transportation**

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2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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**Part I. Work Under Contract**

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	GE11101	GE11118	GE12101	GE11102	Pending	
	1	2	3	4	Awards Pending	
Contract Number	63268	60P21	62421	60663	60P71	
Contract With	IDOT	IDOT	Aretha/IDOT	Lang/IDOT	IDOT	
Estimated Completion Date	Jun-2012	Jun-2012	Aug-2012	8/30/2012	Aug-2012	
Total Contract Price	\$1,019,778	\$871,695	\$71,937	\$65,057	\$338,568	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$713,509	\$502,174			\$338,568	\$16,503,985
Uncompleted Dollar Value if Firm is the Subcontractor			\$71,937	\$65,057		\$3,324,993
<b>Total Value of All Work</b>						<b>\$19,828,978</b>

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

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

						Accumulated Totals
Earthwork		\$3,500				\$16,780
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$206,208	\$180,219	\$71,937	\$48,572	\$230,153	\$10,849,750
HMA Paving (& Patching)						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases & Surfaces					\$8,196	\$131,304
Highway, R.R. and Waterway Structures						\$0
Drainage						\$0
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction						\$0
Landscaping						\$0
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planing & Rotomilling		\$26,305		\$10,185	\$35,260	\$912,161
Demolition (Removals)						\$0
Pavement Markings (Paint)						\$0
Other Construction (Mob/Misc)	\$21,104	\$3,950			\$20,000	\$349,404
Other Construction (Traffic Control)	\$5,205	\$765		\$500	\$3,330	\$75,529
Other Construction (HIP Recycling)						\$0
<b>Totals</b>	<b>\$232,517</b>	<b>\$214,739</b>	<b>\$71,937</b>	<b>\$59,257</b>	<b>\$296,939</b>	<b>\$12,334,928</b>

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Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	Work Zone	Groundskeeper		Road Fabrics	Groundskeeper
Type of Work	Traffic	Landscaping		SRCT	Landscaping
Subcontract Price	\$24,886	\$2,710		\$5,800	\$1,443
Amount Uncompleted	\$24,886	\$2,710		\$5,800	\$1,443
Subcontractor	Mark-It	City Lites			Precision
Type of Work	Thermoplastic	Electric			Thermo
Subcontract Price	\$27,219	\$13,937			\$15,463
Amount Uncompleted	\$27,219	\$21,813			\$15,463
Subcontractor	Alsterda	United			Work Zone
Type of Work	Sewer	Sewer/Concrete			Traffic
Subcontract Price	\$79,985	\$303,389			\$6,316
Amount Uncompleted	\$48,690	\$235,580			\$6,316
Subcontractor	Davis	Highway Tech			United
Type of Work	Concrete	Traffic			Sewer/Concrete
Subcontract Price	\$156,582	\$21,462			\$18,407
Amount Uncompleted	\$145,691	\$11,565			\$18,407
Subcontractor	Groundskeeper				
Type of Work	Landscaper				
Subcontract Price	\$21,185				
Amount Uncompleted	\$18,075				
Subcontractor	Tri-Tech	Mark-It			
Type of Work	Electric	Thermo			
Subcontract Price	\$246,256	\$12,081			
Amount Uncompleted	\$216,431	\$11,270			
Subcontractor		SSACC			
Type of Work		SRCT			
Subcontract Price		\$4,497			
Amount Uncompleted		\$4,497			
<b>Total Uncompleted</b>	<b>\$480,992</b>	<b>\$287,435</b>	<b>\$0</b>	<b>\$5,800</b>	<b>\$41,629</b>

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Type or Print Name Jeffrey L. Kolmodin  
Officer or Director

Vice-President  
Title

Notary Public

Signed

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

Company Gallagher Asphalt Corporation

Address 18100 South Indiana Avenue

Thornton, IL 60476

(Notary Seal)



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
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	GE11204	GE11246	GE11704	GE12201	Awards Pending	Accumulated Totals
	1	2	3	4		
Contract Number	IEPA Loan # L173951	11-00047-00-RS	Private	11-00091-00-RS		
Contract With	Spless Const/ South Holland	Chicago Ridge	Osman / Jewel Osco	South Holland		
Estimated Completion Date	Jun-2012	May-2012	8/1/2012	Jul-2012		
Total Contract Price	\$482,875	\$186,426	\$610,150	\$177,985		
Uncompleted Dollar Value if Firm is the Prime Contractor		\$279,244		\$177,985		\$16,961,214
Uncompleted Dollar Value if Firm is the Subcontractor	\$216,227		\$284,866			\$3,806,086
<b>Total Value of All Work</b>						<b>\$20,767,300</b>

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

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						Accumulated Totals
Earthwork		\$3,500		\$5,383		\$25,663
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$200,432	\$193,184	\$246,771	\$99,191		\$11,589,328
HMA Paving (& Patching)						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases & Surfaces				\$9,022		\$140,326
Highway, R.R. and Waterway Structures						\$0
Drainage				\$4,900		\$4,900
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction						\$0
Landscaping						\$0
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planing & Rotomilling	\$15,795	\$34,738		\$15,931		\$978,625
Demolition (Removals)						\$0
Pavement Markings (Paint)						\$0
Other Construction (Mob/Misc)		\$16,125		\$5,000		\$370,529
Other Construction (Traffic Control)		\$28,571				\$104,100
Other Construction (HIP-Recycling)						\$0
<b>Totals</b>	<b>\$216,227</b>	<b>\$276,118</b>	<b>\$246,771</b>	<b>\$139,427</b>	<b>\$0</b>	<b>\$13,213,471</b>

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

**Part III. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor		Fiordirosa	Pvmt Systems	JJ Newell	
Type of Work		Sewer	Striping	Concrete	
Subcontract Price		\$11,345	\$19,695	\$35,916	
Amount Uncompleted			\$16,095	\$35,916	
Subcontractor		Lady Lighting		Pvmt Systems	
Type of Work		Electric		Striping	
Subcontract Price		\$8,155		\$2,642	
Amount Uncompleted				\$2,642	
Subcontractor		Mark-It			
Type of Work		Thermo			
Subcontract Price		\$3,126			
Amount Uncompleted		\$3,126			
Subcontractor		Scanlon			
Type of Work		Concrete			
Subcontract Price		\$25,018			
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>\$0</b>	<b>\$3,126</b>	<b>\$18,095</b>	<b>\$38,558</b>	<b>\$0</b>

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Type or Print Name Jeffrey L. Kolmodin Title Vice-President  
 Officer or Director

Notary Public

Signed \_\_\_\_\_

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

Company Gallagher Asphalt Corporation

(Notary Seal)

Address 18100 South Indiana Avenue

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	GW10131	GW10131	GE12202	GE12202	0	
	1	1 - Continued	2	2 - Continued	Awards Pending	
Contract Number	63248	63248	Dorchester Parking Lot	Dorchester Parking Lot		
Contract With	IDOT	IDOT	Dolton	Dolton		
Estimated Completion Date	Jan-2012		Aug-2012	Aug-2012		
Total Contract Price	\$2,638,977		\$702,072			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$64,143		\$702,072			\$17,727,429
Uncompleted Dollar Value if Firm is the Subcontractor						\$3,806,086
<b>Total Value of All Work</b>						<b>\$21,533,515</b>

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						Accumulated Totals
Earthwork			\$5,967			\$31,650
Portland Cement Concrete Paving						\$0
HMA Plant Mix			\$319,703			\$11,909,031
HMA Paving (& Patching)						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases & Surfaces			\$6,800			\$147,126
Highway, R.R. and Waterway Structures						\$0
Drainage						\$4,900
Electrical						\$0
Cover and Seal Coats			\$26,025			\$26,025
Concrete Construction						\$0
Landscaping						\$0
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planing & Rotomilling			\$51,555			\$1,030,180
Demolition (Removals)						\$0
Pavement Markings (Paint)						\$0
Other Construction (Mob/Misc)	\$3,200					\$373,729
Other Construction (Traffic Control)						\$104,100
Other Construction (HIP Recycling)						\$0
<b>Totals</b>	<b>\$3,200</b>	<b>\$0</b>	<b>\$410,070</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,626,741</b>

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

Part III. Work Subcontracted to Others

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

	1	1 - Continued	2	2 - Continued	Awards Pending
Subcontractor	Len Cox & Sons	Fox	Thome	Pending	
Type of Work	Sewer	Electric	Electric	Guardrail	
Subcontract Price	\$709,264	\$5,750	\$137,483	\$4,200	
Amount Uncompleted			\$137,483	\$4,200	
Subcontractor	Chief	Work Zone	United	Gencon	
Type of Work	Excavation	Traffic	Sewer	CCDD	
Subcontract Price	\$236,705	\$56,153	\$30,975	\$3,500	
Amount Uncompleted			\$30,975	\$3,500	
Subcontractor	Tree & Land		Pvmt Systems		
Type of Work	Landscaping		Signage		
Subcontract Price	\$125,693		\$8,570		
Amount Uncompleted	\$60,943		\$8,570		
Subcontractor	Steve Piper		Mark Specialist		
Type of Work	Tree Removal		Thermo		
Subcontract Price	\$8,425		\$21,194		
Amount Uncompleted			\$21,194		
Subcontractor	Araiza		Hooks		
Type of Work	Concrete		Concrete		
Subcontract Price	\$140,959		\$19,680		
Amount Uncompleted			\$19,680		
Subcontractor	Mark-It		King Cut		
Type of Work	Thermo		Rumble Shlds		
Subcontract Price	\$19,987		\$6,400		
Amount Uncompleted			\$6,400		
Subcontractor	Express		Pending		
Type of Work	Guardrail		Lift Station		
Subcontract Price	\$21,014		\$60,000		
Amount Uncompleted			\$60,000		
<b>Total Uncompleted</b>	<b>\$60,943</b>	<b>\$0</b>	<b>\$284,302</b>	<b>\$7,700</b>	<b>\$0</b>

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

Subscribed and sworn to before me

this 10th day of Feb., 20 12

*Karen I Hankus*  
Notary Public

Type or Print Name Jeffrey L. Kolmodin Vice-President  
Office or Director Title

Signed

*Jeffrey L. Kolmodin*

My commission expires: 6-11-14

Company Gallagher Asphalt Corporation

Address 18100 South Indiana Avenue

Thornton, IL 60476

(Notary Seal)





**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 1950

Gallagher Asphalt Corporation  
18100 South Indiana Avenue Thornton, IL 60476

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  
UNLIMITED

001	EARTHWORK	\$2,775,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$500,000
017	CONCRETE CONSTRUCTION	\$2,150,000
032	COLD MILL, PLAN. & ROTOMILL	\$4,175,000
041	HOT (IN-PLACE) RECYCLING	\$5,925,000
08A	AGGREGATE BASES & SURF. (A)	\$10,325,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/14/2011 TO 7/31/2012 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 7/14/2011.

*Muel H. Gern*

Acting Engineer of Construction



## 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	<u>B65 &amp; B61</u>	Total Bid	<u>\$984,173.42</u>
Section	<u>11-B6527-03-RS &amp; 11-B6127-03-DR</u>	Contract DBE Goal	<u>16.0</u> <u>\$157,467.75</u> (Percent)      (Dollar Amount)
Project	<u>Group 2-2012 Flossmoor Rd, 175th St</u>		
County	<u>Cook</u>		
Letting Date	<u>3/21/12</u>		
Contract No.	<u>12-28-046</u>		
Letting Item No.	<u></u>		

#### (4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company: (check one)

- Meets or exceeds contract award goals and has provided documented participation as follows:  
Disadvantaged Business Participation 21.8% percent

Attached are the signed participation statements required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

- Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:  
Disadvantaged Business Participation \_\_\_\_\_ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Gallagher Asphalt Corporation

By [Signature] Company  
Title Vice-President

Date March 21, 2012

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision. Please include this Special Provision in the bid.

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form derives from IDOT SBE 2028 form.



**Azteca Power Construction, Inc.**  
 6110 S. La Salle Street  
 Chicago, IL. 60621  
 Tel: (773) 643-7278 \* Fax: (773) 643-0808  
 Cell: (773) 457-1876

**PROPOSAL**

To:	GALLAGHER ASPHALT	Date:	March 20, 2012
	18100 SOUTH INDIANA AVE	Job Name:	COOK COUNTY HWY DEPT GROUP 2
	THORNTON, IL 60476		FLOSSMOOR RD & 175HT ST.

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT	TOTAL
51	FRAMES & GRATES TO BE ASJ SPL	1.00	EACH	\$ 700.00	\$ 700.00
30	CLASS G PATCHES, TY 1, 10"	500.00	SQ YD	\$ 80.00	\$ 40,000.00
21	CLASS D PATCHES, TY 2, 10"	95.00	SQ YD	\$ 80.00	\$ 7,600.00
32	CLASS G PATCHES, TY 3, 10"	72.00	SQ YD	\$ 80.00	\$ 5,760.00
33	CLASS G PATCHES, TY 4, 10"	686.00	SQ YD	\$ 80.00	\$ 54,880.00
40	CLASS SI CONCRETE (OUTLET)	24.00	CU YD	\$ 550.00	\$ 13,200.00
41	COMB CC&G TY B-6.12	1,498.00	FOOT	\$ 18.00	\$ 26,964.00
42	COMB CC&G TY B-6.24	30.00	FOOT	\$ 45.00	\$ 1,350.00
					\$ 150,454.00

Payment to be made as follows: EVERY MONTH. All materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will only be executed upon written orders and will become an extra charge over and above the estimates. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner, you carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: *Keith Walsh*

Date: 3/20/2012

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified and payment will be made as outlined above.

Authorized Signature: \_\_\_\_\_

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

COOK COUNTY LETTER OF INTENT  
(Section 2)

11-B6527-03-RS  
11-B6127-03-DR

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

Contract Title & Number: Flossmoor Rd - W of Dan Ryan Expressway - W.Leg (I-57) to E. of Cicero Ave  
From: Azteca Power Construction, Inc. (DBE Firm)  
To: Gallagher Asphalt Corporation (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:			\$ 150,454.00 100 %

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.

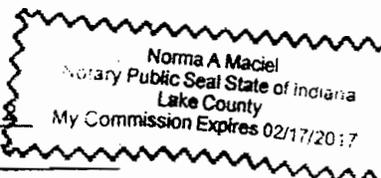
Upon Penalty of perjury, I Samuel Enriquez (print name) the Secretary (title) and duly authorized representative of the Azteca Power Construction (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated

above will be supplies/performed for the above indicated total dollar amount \$ 150,454.00 which represents the above indicated total percentage 15.3 % for the contract amount \$ 984,173.42

Samuel Enriquez (Signature of affiant) 3 / 20 / 12 (Date)

Subscribed and sworn to before me this 20<sup>th</sup> day of March, 20 12

[Signature] (Notary's Signature) [Seal] (Notary Seal)



Upon penalty of perjury, Jeffrey L. Kolmodin (print name), the Vice-President (title) and duly authorized representative of Gallagher Asphalt Corporation (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 \$ 150,454.00 which represents the above indicated total percentage 15.3 % for the contract amount \$ 984,173.42

[Signature] (Signature of affiant) 3 / 21 / 12 (Date)

Subscribed and sworn to before me this 21 day of March, 20 12

[Signature] (Notary's Signature) [Seal] (Notary Seal)



**Azteca Power Construction, Inc.**  
 6110 S. La Salle Street  
 Chicago, IL, 60621  
 Tel: (773) 643-7278 \* Fax: (773) 643-0808  
 Cell: (773) 457-1876

**PROPOSAL**

To:	GALLAGHER ASPHALT	Date:	March 20, 2012
	18100 SOUTH INDIANA AVE	Job Name:	COOK COUNTY HIWY DEPT GROUP 2
	THORNTON, IL 60476		FLOSSMOOR RD & 175HT ST

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT	TOTAL
51	FRAMES & GRATES TO BE ASJ SPL	1.00	EACH	\$ 700.00	\$ 700.00
30	CLASS C PATCHES, TY 1, 10"	500.00	SQ YD	\$ 80.00	\$ 40,000.00
21	CLASS C PATCHES, TY 2, 10"	95.00	SQ YD	\$ 80.00	\$ 7,600.00
32	CLASS C PATCHES, TY 3, 10"	72.00	SQ YD	\$ 80.00	\$ 5,760.00
33	CLASS C PATCHES, TY 4, 10"	686.00	SQ YD	\$ 80.00	\$ 54,880.00
40	CLASS SI CONCRETE (OUTLET)	24.00	CU YD	\$ 550.00	\$ 13,200.00
41	COMB CC&G TY B-6.12	1,498.00	FOOT	\$ 18.00	\$ 26,964.00
42	COMB CC&G TY B-6.24	30.00	FOOT	\$ 45.00	\$ 1,350.00
					\$ 150,454.00

Payment to be made as follows: EVERY MONTH. All materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will only be executed upon written orders and will become an extra charge over and above the estimates. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner, you carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: *William Walsh* Date: 3/20/2012

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified and payment will be made as outlined above.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Utilization Plan

IDOT Subcontractor Registration Number 11577

Letting March 21, 2012

Participation Statement

Item No. Group 2

(1) Instructions

Contract No. 12-28-046

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

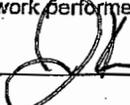
Pay Item No.	Description	Quantity	Unit Price	Total
53	IM ATT TEMP NR TL3	1	2750.00	2750.00
56	TC&P DETOUR	1	7400.00	7400.00
57	TC&P	1	12,700.00	12,700.00
59	PV MK TPE T3 LN 4"	43,300	.95	41,135.00
Total				63,985.00

(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 Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

  
 Signature for Prime Contractor

  
 Signature for DBE Firm

Title Vice-President

Title President

Date 3-21-12

Date 3/16/12

Contact Person Jeffrey L. Kolmodin

Contact Person Pam Ackerman

Phone 708-877-7160

Phone 815-834-0429

Firm Name Gallagher Asphalt Corporation

Firm Name Work Zone Safety, Inc.

Address 18100 South Indiana Avenue

Address 17051 Gaylord Rd

City/State/Zip Thornton, IL 60476

City/State/Zip Crest Hill, IL 60403

E \_\_\_\_\_

WC \_\_\_\_\_

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form derives from IDOT SBE 2025 form.

Economic Disclosure Statement

CCHD CN-2 (2/14/12)

COOK COUNTY LETTER OF INTENT  
(Section 2)

11-B6527-03-RS  
11-B6127-03-DR

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

Contract Title & Number: Flossmoor Rd - W of Dan Ryan Expressway - W.Leg (I-57) to E. of Cicero Ave  
From: Work Zone Safety Inc. (DBE Firm)  
To: Gallagher Asphalt Corporation (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.

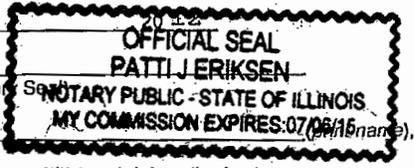
Pay Item No.	Description	Quantity	Fee/Cost	
53	IM ATT TEMP NR TL3	1	\$ 2,750.00	%
56	TC&P DETOUR	1	\$ 7,400.00	%
57	TCP	1	\$ 12,700.00	%
59	PV MK TAPE T3 4"	43,300	\$ 41,135.00	
			Total: \$ 63,985.00	%

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 Pam Ackerman (print name) the President (title) and duly authorized representative of the Work Zone Safety, Inc. (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 63,985.00 which represents the above indicated total percentage 6.5 % for the contract amount \$ 984,173.42

Pam Ackerman (Signature of affiant) 3,16,12 (Date)

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



Upon penalty of perjury, Jeffrey L. Kolmodin the Vice-President (title) and duly authorized representative of Gallagher Asphalt Corporation (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 \$ 63,985.00 which represents the above indicated total percentage 6.5 % for the contract amount \$ 984,173.42

[Signature] (Signature of affiant) 3,21,12 (Date)

Subscribed and sworn to before me this 21st day of March, 20 12  
[Signature] (Notary's Signature)



ATTENTION: ESTIMATING

# Work Zone Safety, Inc.

CERTIFIED DBE

17051 Gaylord Road  
Crest Hill, Illinois 60403

Phone: 815-834-0429  
Fax: 815-834-2357

## JOB PROPOSAL

BID DATE: MARCH 21, 2012  
AGENCY: COOK  
LOCATION: GROUP 2  
CITY/VILLAGE: FLOSSMOOR

SECTION # 11-B6527-03-RS & 11-B6127-03-DR

QUOTE VALID 30 CD

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
53	IM ATT TEMP NR TL3	1	EA	\$ 2,750.00	\$2,750.00
56	TC&P DETOUR *	1	LS	\$ 7,400.00	\$7,400.00
57	TC&P *	1	LS	\$12,700.00	\$12,700.00
59	PV MK TPE T3 LN 4"	43,300	FT	\$ 0.95	\$41,135.00
<b>TOTAL BID</b>					<b>\$63,985.00</b>

THERE ARE 175 FLASHERS INCLUDED IN THE ABOVE LUMP SUMS.	
Additional flashers can be rented for \$ 0.35 if more are needed than what was estimated above.	
THERE IS 4 ARROWBOARD INCLUDED IN THE ABOVE LUMP SUM FOR 30 CD.	
* THE LUMP SUM FOR TRAFFIC CONTROL IS BASED ON THE PLANS AND SPECIFICATIONS ISSUED AT THE TIME OF THE BID, ANY CHANGES TO THE STAGING, PHASING, OR REQUESTS FROM ANY ENGINEER, OR CONTRACTOR FOR ADDITIONAL EQUIPMENT, WILL BE INVOICED BY CHANGE ORDER, FORCE ACCOUNT, OR THE PREVAILING RENTAL RATE.	
** ALL PAVEMENT MARKING REMOVAL ITEMS DO NOT INCLUDE WATERBLASTING.	
***AN ADDITIONAL \$150.00 PER HOUR FOR A STRIPING CREW OF INSTALLATIONS LESS THAN 2000 FT PER DAY	
THE FOLLOWING ITEMS ARE NOT INCLUDED IN THE LUMP SUM:	
1. TEMP & PERM LANE CLOSURES	6. PERMANENT SIGN REMOVAL
2. TEMP & PERM PAVEMENT MARKING	7. PERMANENT SIGN INSTALLATION
3. PEDESTRIAN BARRICADE SET UP	8. ORANGE SNOW FENCE
4. PAVEMENT MARKING REMOVAL	9. FLAGGERS OR AFAD
5. ROAD PLATE	10. TRAFFIC SIGNALS
11. NO PARKING SIGNS	16. BOND
12. IMPACT ATTENUATORS	17. DETOURS
13. BARRIER WALL	18. CONES
14. SURVEILLANCE	
15. CHANGEABLE MSG SIGNS	
TRAFFIC CONTROL & PROTECTION COMPLETION:	
140 CD 9/21/12	
AN ADDITIONAL CHARGE OF \$ 35.00 AFTER... 9/21/12 .....OR..... 140 CD	
TEMPORARY NIGHT EXPRESSWAY LANE CLOSURES	
1. RAMP CLOSURE \$ 850.00 EA.	1. BARREL W/STEADY BURN HD. \$ 0.90 EA.
2. SHOULDER CLOSURE \$ 900.00 EA.	2. DG SIGN & STAND \$ 2.20 EA.
3. 1 LANE CLOSURE \$ 1,500.00 EA.	3. ARROWBOARD \$ 45.00 EA.
4. 2 LANE CLOSURE \$ 1,650.00 EA.	4. TYPE 3 BARRICADE W/FLSH. HDS. \$ 3.00 EA.
5. 3 LANE CLOSURE \$ 1,900.00 EA.	5. TYPE 1 BARRICADE W/FLSH. HD. \$ 0.45 EA.
----- 1/2 MILE WORK AREA -----	6. CHG. MESS. SIGN \$ 110.00 EA.
SALE ITEMS	
1. 28" TRIMLINE CONES \$ 15.00 EA.	4. CAUTION TAPE, 60' ROLL \$ 23.25 EA.
2. STRIPPED VESTS \$ 23.40 EA.	5. FLAGS \$ 4.50 EA.
3. STOP & SLOW PADDLE \$ 84.50 EA.	6. SAND BAG (FULL) \$ 2.10 EA.
IF THERE ARE ANY QUESTIONS ABOUT THIS QUOTE, PLEASE DO NOT HESITATE TO CALL:	
<input checked="" type="checkbox"/>	Pam Ackerman 815-834-0429 ext. 107
<input type="checkbox"/>	Frank Marrano 630-306-2016
<input type="checkbox"/>	Ralph Ackerman 630-432-4550
ACCEPTED BY: _____	
Contractor	
Authorized Signature _____ Date _____	



**IL Department of Transportation (IDOT)**

2300 S. Dirksen Parkway  
Springfield, IL 62764  
(217) 782-5490  
[www.dot.state.il.us](http://www.dot.state.il.us)



**City of Chicago - Office of Compliance**

333 S. State St., Suite 540  
Chicago, IL 60604  
(312) 747-7778  
[www.cityofchicago.org/compliance](http://www.cityofchicago.org/compliance)



**Chicago Transit Authority (CTA)**

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



**Metra**

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



**Pace**

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

# ILLINOIS UNIFIED CERTIFICATION PROGRAM

**Complete Directory Sorted by Firm Showing:**

**Address**

**Email**

**Specialty**

**Generated on: 03/20/2012**

# Illinois Unified Certification DBE Directory

03/20/2012

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**Aviatrix, Inc.** 182

Maria E. Serrano Phone: 773-617-0400 Anniversary: 2/1/2016  
 561 N. Frieh Dr. Fax: 815-524-4724  
 Romeoville, IL 60446-5290 aviatrixincorp@comcast.net  
 District 1 Category: **Trucking**

NAICS Specialty

484220 - SPECIALIZED FREIGHT (EXCEPT USED GOODS) 484220 - DUMP TRUCKING / HAULING  
 TRUCKING, LOCAL

---

**Axe Construction Company** 183

Adnan M. Hasan Phone: (630) 336-5978 Anniversary: 9/1/2015  
 5875 N. Lincoln Ave., Ste. LL-52 Fax: (773) 506-4895  
 Chicago, IL 60659 ahasan@axeconstruction.net  
 1 Category: **Construction**

NAICS Specialty

237310-Highway, Street, & Bridge Construction 237310-MISCELLANEOUS CONCRETE;  
CURB & GUTTER, SIDEWALKS

---

**Aztec Material Service Corporation** 184

Joel Arce Phone: (773)-521-0909 Anniversary: 2/1/2015  
 3624 W. 26th St., 2nd Fl. Fax: (773)-521-0641  
 Chicago, IL 60623 joelarce@att.net  
 1 Category: **Supplier**

NAICS Specialty

327320-Ready-Mix Concrete Manufacturing 327320-SUPPLIER: CONCRETE

---

**Aztec Supply Corporation** 185

Daniel J. Marquez Phone: 708-594-6080 Anniversary: 6/30/2015  
 5024 West 67th Street Fax: 708-594-6088  
 Chicago, IL 60638-6404 aztecsox@aol.com  
 District 1 Category: **Supplier, Miscellaneous**

NAICS Specialty

238210-Electrical Contractors; Distributor of Janitorial and Industrial Supplies, Office and School  
Supplies;  
 423850-Service Establishment Equipment and Supplies Merchant Graffiti Removal;  
 Wholesalers; Video Surveillance Systems;  
 541690-Other Scientific and Technical Consulting Services; Security Consulting  
 561790-Other Services to Buildings and Dwellings

---

**Azteca Power Construction, Inc.** 186

Norma Maciel Phone: 773-643-7278 Anniversary: 6/1/2013  
 6110 South LaSalle Fax: 773-643-0808  
 Chicago, IL 60621-0000 norma.azteca@gmail.com  
 District 1 Category: **Construction, Miscellaneous**

NAICS Specialty

237110-Water and Sewer Line and Related Structures Construction; Water and Sewer Line and Related Structures Construction;  
 238110-Poured Concrete Foundation and Structure Contractors Miscellaneous Concrete

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**Aztech Electric, Inc.** 187

Paulo DeLeon Phone: 630-801-4808 Anniversary: 9/1/2012  
 30 S. Stolp Ave - STE 218 Fax: 630-801-4807  
 Aurora, IL 60506-6104 District 1 Category: **Construction**

NAICS Specialty

238210 - ELECTRICAL CONTRACTORS AND OTHER WIRING 238210 -ELECTRICAL CONTRACTOR  
 INSTALLATION CONTRACTORS.

# Illinois Unified Certification DBE Directory

03/20/2012

<b>Wolf Electric Supply Company</b>		1866
Patricia A. Wolf 55 Gordon St. Elk Grove Village, IL 60007	Phone: (847) 290-1010 Fax: (847) 290-1047 wolfelectric@sbcglobal.net 1	Anniversary: 7/1/2014
	Category: Professional	
NAICS	Specialty	
541710-Research and Development in the Physical, Engineering	541710-RESEARCH	
<b>Wolf Electric, Inc.</b>		1867
Mary Ann Grant 5925 W. 115th Street Alsip, IL 60803	Phone: 708 514-4366 Fax: 708 385-6341 maryann@wolfelectricinc.com District 1	Anniversary: 3/9/2014
	Category: Miscellaneous	
NAICS	Specialty	
238210 Electrical Contractors and Other Wiring Installation Contractors	238210 Electrical Contractors and Other Wiring Installation Contractors	
<b>Words &amp; Pictures, Inc.</b>		1868
Maryelen Zagotta 18220 Harwood Ave., Ste. 4 Homewood, IL 60430	Phone: (708) 798-2056 Fax: (708) 957-6089 mz@wpchicago.com 1,2,3,4,5,6	Anniversary: 9/1/2014
	Category: Professional	
NAICS	Specialty	
541430-Graphic Design Services; 541511-Custom Computer Programming Services	541430-MISC: GRAPHIC DESIGN; 541511-MISC: WEB SITE DEVELOPMENT	
<b>Work Zone Safety, Inc.</b>		1869
Pam Ackerman 17051 Gaylord Rd. Crest Hill, IL 60403	Phone: (815) 834-0429 Fax: (815) 834-2357 pam@workzonesafetyinc.com 1,2,3	Anniversary: 1/1/2015
	Category: Supplier, Construction	
NAICS	Specialty	
237310-Highway, Street, & Bridge Construction; 334290-Other Communications Equipmwnr Manufacturing	237310-PAVEMENT MARKING: PAINT; TRAFFIC CONTROL; 334290-SUPPLIER: MATERIALS: TRAFFIC CONTROL	
<b>Workforce Language Service, LLC</b>		1870
Jill K. Bishop 2934 N. Milwaukee Ave. - STE C Chicago, IL 60618-7451	Phone: 773-292-5500 Fax: 312-488-4116 jill@workforcelang.com District 1	Anniversary: 2/1/2015
	Category: Professional	
NAICS	Specialty	
541930 - TRANSLATION AND INTERPRETATION SERVICES; 611430 - PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING.	541930 -MULTILINGUAL TRANSLATION, TRANSCRIPTION AND INTERPRETATION SERVICES; 611430 -LANGUAGE AND DIVERSITY TRAINING.	
<b>World Premier Services, Inc.</b>		1871
Mike Topps 639 Heartland Dr. Sugar Grove, IL 60554-9594	Phone: 630-466-3935 Fax: 630-466-3294 District 1	Anniversary: 4/1/2016
	Category: Miscellaneous	
NAICS	Specialty	
811121 - AUTOMOTIVE BODY, PAINT AND INTERIOR REPAIR AND MAINTENANCE.	811121 -AUTOMOTIVE BODY, PAINT, INTERIOR REPAIR AND MAINTENANCE.	



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

December 28, 2011

Norma Maciel  
Azteca Power Construction, Inc. DBA Azteca Power Construction, Inc.  
6110 South LaSalle  
Chicago, IL 60621

Dear Norma Maciel:

Congratulations on your continued eligibility for certification as a Disadvantaged Business Enterprise (DBE) by the City of Chicago. This Disadvantaged Business Enterprise (DBE) certification is valid until June 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by June 1, 2012.

As a condition of continued certification during this five-year period, you must continue to file a No-Change Affidavit within 60 days prior to the date of expiration. Please note that you must include a copy of your most current Federal Corporate Tax Return. 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.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Azteca Power Construction, Inc. DBA Azteca Power Construction, Inc. will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory can be accessed via the internet at <http://www.dot.state.il.us/ucp/ucp.html>.

**NAICS-237110: DISTRIBUTION LINE, SEWER AND WATER, CONSTRUCTION**  
**NAICS-238110: CONCRETE CONTRACTORS**

Your firm's participation on City contracts will be credited only toward Disadvantaged Business Enterprise (DBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Disadvantaged Business Enterprise (DBE) goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Disadvantaged Business Enterprise (DBE) Program.  
Sincerely,

Michael Chambers  
Senior Compliance Officer – Supplier Diversity  
CITY OF CHICAGO

01/26/2010 16:33 2177851524

SMALL BUS ENT

PAGE 02



## Illinois Department of Transportation

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

January 22, 2010

### CERTIFIED-RETURN RECEIPT REQUESTED

Pam Ackerman  
Work Zone Safety, Inc.  
P. O. Box 270  
Lockport, IL 60441

Dear Pam Ackerman:

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

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

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

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

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

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

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SMALL BUS ENT

PAGE 03

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

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

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

**Please note:**

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

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

Sincerely,



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

Enclosure



# Illinois Department of Transportation

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

June 25, 2011

## CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Pam Ackerman  
Work Zone Safety, Inc.  
17051 Gaylord Rd.  
Crest Hill, IL 60403

Dear Ms. Ackerman:

This is written notification that the Illinois Department of Transportation's (IDOT) Bureau of Small Business Enterprises has revised your work categories. As of the date of this letter, your approved categories will be:

- Supplier: Materials: Traffic Control
- Pavement Marking: Paint
- Traffic Control

The IL UCP DBE Directory will reflect the revised categories. If you have any questions or require additional information, please contact this agency at (217) 782-5490.

Sincerely,

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

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

**PETITION FOR WAIVER OF DBE PARTICIPATION**  
**(SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL DBE WAIVER

FULL DBE WAIVER

REDUCTION (PARTIAL DBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for DBE Participation

\_\_\_\_\_ % of Reduction for DBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. All supporting documentations shall be submitted with bid/proposal/quotation.**

1) Lack of sufficient qualified DBE capable of providing the goods or services required by the contract **(please explain)**

2) The specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize DBE in accordance with the applicable participation **(please explain)**

3) Price quoted by potential DBE are above competitive levels and increase cost of doing business and would make acceptance of such DBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such DBE bid **(please explain)**

4) There are other relevant factors making it impossible or economically infeasible to utilize and/or DBE firms **(please explain)**

**C. GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. All supporting documentation shall be submitted with bid/proposal/quotation.**

- 1) Made timely written solicitation to identified DBE for utilization of goods and/or services; and provided DBE with a timely opportunity to review and obtain relevant specifications, terms and conditions of the bid to enable DBE to prepare an informed response to solicitation **(please attach)**
- 2) Followed up initial solicitation of DBE to determine if firms are interested in doing business **(please attach)**
- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for DBE for supply of goods and services **(please attach)**
- 4) Use the services and assistance of the Contract Administrator **(please explain)**
- 5) Engaged DBE for indirect participation **(please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with DBE participation.

### DBE GOOD FAITH EFFORTS CHECKLIST

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

#### CHECKED BY BIDDER IF COMPLETED

- \_\_\_\_\_ Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- \_\_\_\_\_ Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- \_\_\_\_\_ Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- \_\_\_\_\_ a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- \_\_\_\_\_ Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- \_\_\_\_\_ Made efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- \_\_\_\_\_ Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- \_\_\_\_\_ Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR CERTIFICATIONS**  
**(SECTION 4)**

The following certifications are made pursuant to state law and the code. The undersigned is cautioned to carefully read these certifications prior to signing the signature page. Signing the signature page shall constitute a warranty by the undersigned that all the statements, certifications and information set forth within these certifications are true, complete and correct as of the date the signature page is signed. The undersigned is notified that if the county learns that any of the following certifications were falsely made, that any contract entered into with the undersigned shall be subject to termination.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

***THE UNDERSIGNED HEREBY CERTIFIES THAT:*** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

***THE UNDERSIGNED HEREBY CERTIFIES THAT:*** In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*)

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for - profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES  
(SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
N/A	
_____	_____
_____	_____
_____	_____

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?  
Yes:   X   No: \_\_\_\_\_

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

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?  
Yes:   X   No: \_\_\_\_\_

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

\_\_\_\_\_  
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)  The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_ 25-30-200-011;25-30-200-013;25-30200-009;  
25-30-200-015;25-30-200-016;32-04-201-011:  
\_\_\_\_\_ 32-04-201-014;32-04-201-016;32-04-201-017:  
32-04-201-013;29-33-400-056;29-34-300-011

(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:

---

---

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT  
(Section 5)**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Gallagher Asphalt Corp D/B/A: Same EIN NO.: 36-2061280

Street Address: 18100 South Indiana Avenue

City: Thornton State: IL Zip Code: 60476

Phone No.: 708-877-7160

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Charles J. Gallagher	3550 Williams Ln Crete, IL	33.3%
Daniel J. Gallagher	1464 Olive Rd Homewood, IL	33.3%
Patrick D. Gallagher	1211 S. Prairie Chicago, IL	33.3%

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

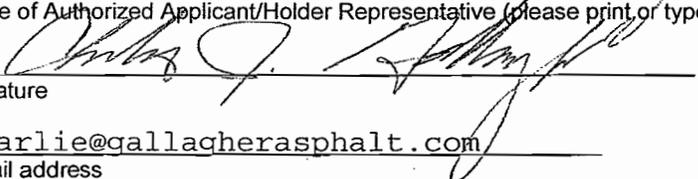
3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

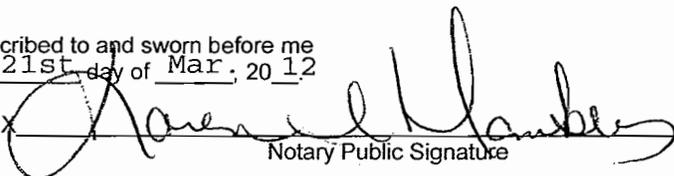
I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Charles J. Gallagher  
 Name of Authorized Applicant/Holder Representative (please print or type)  
  
 Signature  
 charlie@gallagherasphalt.com  
 E-mail address

President  
 Title  
 3/21/12  
 Date  
 708-877-7160  
 Phone Number

Subscribed to and sworn before me this 21st day of Mar. 20 12

  
 Notary Public Signature

My commission expires: 6-11-14





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

### FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### DEFINITIONS:

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

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

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

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

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

**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: N/A C. GALLAGHER Title: Owner

Business Entity Name: GALLAGHER ASPHALT PAVING Phone: 708-877-7160

Business Entity Address: 0100 S. IMAANA AVE, JHONSTON IL 60476

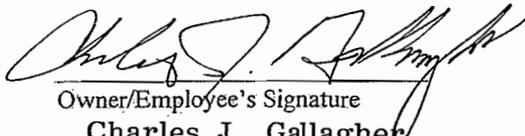
\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

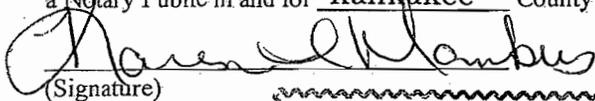
To the best of my knowledge and belief, the information provided above is true and complete.

  
Owner/Employee's Signature

4-20-12  
Date

**Charles J. Gallagher**  
Subscribe and sworn before me this 20th Day of April, 2012

a Notary Public in and for Kankakee County

  
(Signature)

NOTARY PUBLIC  
SEAL



My Commission expires 6-11-14

Completed forms must be filed with the bid.

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

**To Contractor:**

Date: March 21, 2012  
Project Number: 11-B6527-03-RS - 11-B6127-03-DR  
Project Name Flossmoor Rd - West of Dan Ryan

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):
 

<input type="checkbox"/>	Sole Proprietorship	Gallagher Asphalt Corporation
<input type="checkbox"/>	Partnership	18100 South Indiana Ave.
<input checked="" type="checkbox"/>	Corporation	Thornton, IL 60476
<input type="checkbox"/>	Other Organization (Describe)	

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

NAME	TITLE	ADDRESS
<u>Charles J. Gallagher,</u>	<u>Pres.</u>	<u>3550 Williams Lane-Crete, IL</u>
<u>Daniel J. Gallagher,</u>	<u>Sec.</u>	<u>1464 Olive Rd-Homewood, IL</u>
<u>Patrick D. Gallagher,</u>	<u>Treas.</u>	<u>1211 S. Prairie- Chicago, IL</u>
<u>Mark W. Riester,</u>	<u>Vice-Pres.</u>	<u>495 South Main St. Crown -Point, IN</u>

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

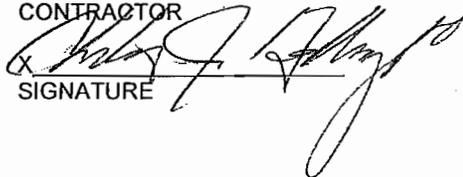
NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

DATE 3/21/12

Gallagher Asphalt Corporation  
CONTRACTOR

  
SIGNATURE

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

To Contractor:

Date: 3/21/12

Project Number: 11-B6527-03-RS & 11-B6127-03-DR

Project Name: Flossmoor Rd & 175th Street

1. The undersigned, if awarded a contract with Gallagher Asphalt Corporation  
(Contractor)  
for Wing Wall Replacement  
Nature of Work)  
in the amount of \$ 65,065.00 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. 278a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

3. The workmen will report for duty on To Be Determined  
(Date)

4. He certifies that:

- (a) The legal name and the business address of the undersigned are: Bingham Construction, Inc.  
24029 S Highland Dr.  
Manhattan, IL 60442
- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)
- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Randy Bingham, Pres.</u>	<u></u>	<u>24029 S Highland Dr, Manhattan, IL 60442</u>
<u>Rodney Bingham, V.P.</u>	<u></u>	<u>29709 S Yates Ave, Beecher, IL 60401</u>

DATE 3/21/12

SUBCONTRACTOR

SIGNATURE

Randy Bingham PRES

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

To Contractor:

Date: 3/21/12  
Project Number: 11-B6527-03-RS & 11-B6127-03-DR  
Project Name Flossmoor Rd & 175th Street

1. The undersigned, if awarded a contract with Gallagher Asphalt Corporation  
(Contractor)  
\_\_\_\_\_ for \_\_\_\_\_  
Electrical Work in the amount of \$ 5,390.00 <sup>Nature of Work</sup> in the construction of the above-identified project, certifies that:
  - (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
  - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
  - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on To Be Determined  
(Date)
4. He certifies that:

- (a) The legal name and the business address of the undersigned are: Hawk Enterprises, Inc.  
1850 E. North St.  
Crown Point, IN 46307
- (b) The undersigned is (check one):
  - Sole Proprietorship
  - Partnership
  - Corporation
  - Other Organization (Describe)
- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<hr/>		
<u>Johanna Plank,</u>	<u>President,</u>	<u>3200 E. 145th Ave. Crown Point, IN</u>

DATE 3-21-2012

SUBCONTRACTOR

X Johanna Plank, Inc.  
SIGNATURE

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

To Contractor:

Date: 3/21/12  
Project Number: 11-B6327-07+RS / 11-B6127-03-DR  
Project Name: GROUP 2

1. The undersigned, if awarded a contract with GALLAGHER ASPHALT  
(Contractor)  
for CONCRETE WORK  
(Nature of Work)  
in the amount of \$ 150,454.00 in the construction of the above-identified project,  
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
  - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
  - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

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

4. He certifies that:

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

NAME	TITLE	ADDRESS
<u>Norma Maciel</u>	<u>PRESIDENT</u>	<u>84116th ST, Whiting, IN</u>
<u>Samuel Enrquez</u>	<u>Sec.</u>	<u>1517 Calomet, whiting, IN</u>
<u>Jaime Gonzalez</u>	<u>V. President</u>	<u>4508 S. Komensky, Chgo IL 60632</u>

DATE 3/20/12

SUBCONTRACTOR  
[Signature]  
SIGNATURE

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

To Contractor:

Date: 3/21/12  
Project Number: 11-B6527-03-RS & 11-B6127-03-DR  
Project Name: Flossmoor Rd & 175th Street

1. The undersigned, if awarded a contract with Gallagher Asphalt Corporation  
(Contractor)  
\_\_\_\_\_ for ARCT  
Nature of Work  
\_\_\_\_\_ in the amount of \$ 21,290,006 in the construction of the above-identified project,  
certifies that:

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

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

3. The workmen will report for duty on To Be Determined  
(Date)

4. He certifies that:

- (a) The legal name and the business address of the undersigned are: Eco-Synthetics  
P.O. Box 856  
Minooka, IL 60447
- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

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

NAME	TITLE	ADDRESS
<u>Nicholas Zaffino Pres.</u>		<u>P.O. Box 856 Minooka IL</u>

DATE 3/27/12

SUBCONTRACTOR

X Nicholas Zaffino  
SIGNATURE

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

To Contractor:

Date: 3/20/12  
Project Number: \_\_\_\_\_  
Project Name Group 2 Flossmore Roads

1. The undersigned, if awarded a contract with Gallagher Asphalt  
(Contractor)  
\_\_\_\_\_ for Fence / Guardrail  
Nature of Work)  
\_\_\_\_\_ in the amount of \$ 96,306.12 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 Required  
(Date)

4. He certifies that:

- (a) The legal name and the business address of the undersigned are: Northern Contracting, Inc.  
1851 Coltonville Road  
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
<u>Richard R Roesch</u>	<u>President</u>	<u>1851 B Coltonville Road</u>
		<u>Sycamore, IL 60178</u>

DATE 3/20/12

SUBCONTRACTOR  
X Richard Roesch  
SIGNATURE

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

To Contractor:

Date: 3/21/12  
Project Number: 11-B6527-03-RS & 11-B6127-03-DR  
Project Name Flossmoor Rd & 175th Street

1. The undersigned, if awarded a contract with Gallagher Asphalt Corporation  
(Contractor)  
\_\_\_\_\_ for LANDSCAPING  
\_\_\_\_\_ in the amount of \$ 42,576.00 <sup>Nature of Work</sup> in the construction of the above-identified project,  
certifies that:

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

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

3. The workmen will report for duty on To Be Determined  
(Date)

4. He certifies that:

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

- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

**Rosewood Landscaping, Inc.**  
**15285 State Street**  
**South Holland, IL 60473**

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

NAME	TITLE	ADDRESS
<u>G.F. VAN BRON</u>	<u>PRESTIOSNT</u>	<u>15285 STATE ST</u>

DATE 3/27/12 50 HOLLAND, IL  
60473

SUBCONTRACTOR  
X G.F. Van Bron  
SIGNATURE

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

To Contractor:

Date: 3/21/12  
Project Number: 11-B6527-03-RS & 11-B6127-03-DR  
Project Name: Flossmoor Rd & 175th Street

1. The undersigned, if awarded a contract with Gallagher Asphalt Corporation  
(Contractor)  
\_\_\_\_\_ for Construction Layout  
\_\_\_\_\_ (Nature of Work)  
\_\_\_\_\_ in the amount of \$ \$3,500.00 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 To Be Determined  
(Date)

4. He certifies that:

(a) The legal name and the business address of the undersigned are: TECH 3 Consulting Group  
737 W Exchange St  
Crete, IL 60417

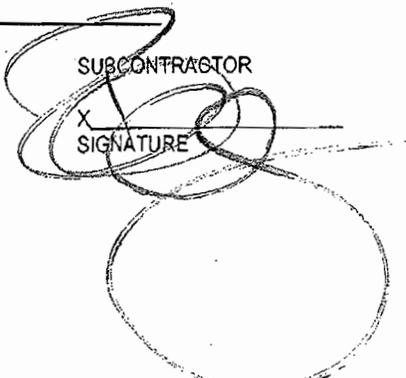
(b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

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

NAME	TITLE	ADDRESS
_____		
<u>Bob Matthey</u>	<u>Vice President</u>	<u>737 W Exchange Street Crete, IL 60417</u>

DATE March 27th 2012

SUBCONTRACTOR  
X  
SIGNATURE



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

To Contractor:

Date: 3/21/12  
Project Number: 11-B6527-03-RS & 11-B6127-03-DR  
Project Name: Flossmoor Rd & 175th Street

1. The undersigned, if awarded a contract with Gallagher Asphalt Corporation  
(Contractor)  
for pavement marking  
Nature of Work  
in the amount of \$ 15,589.00 in the construction of the above-identified project,  
certifies that:

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

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

3. The workmen will report for duty on To Be Determined  
(Date)

4. He certifies that:

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

(b) The undersigned is (check one):

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

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

NAME	TITLE	ADDRESS
<u>Joan Yario</u>	<u>President</u>	
<u>Joseph Yario</u>	<u>Vice President</u>	

**Superior Road Striping Inc.  
1967 Cornell Court  
Melrose Park, IL 60160**

DATE 3-27-12

SUBCONTRACTOR  
[Signature]  
SIGNATURE

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

(Section 6)

To Contractor:

Date: 3/21/12  
 Project Number: 11-B6527-03-RS & 11-B6127-03-DR  
 Project Name Flossmoor Rd & 175th Street

1. The undersigned, if awarded a contract with Gallagher Asphalt Corporation Group 2  
 \_\_\_\_\_ for Traffic Control  
(Contractor)  
Nature of Work)  
 \_\_\_\_\_ in the amount of \$ 63,985.00 in the construction of the above-identified project,  
 certifies that:

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

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

3. The workmen will report for duty on To Be Determined  
(Date)

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:
- (b) The undersigned is (check one): Work Zone Safety, Inc.  
 \_\_\_\_\_ Sole Proprietorship 17051 Gaylord Road  
 \_\_\_\_\_ Partnership Crest Hill, IL 60403  
 Corporation  
 \_\_\_\_\_ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
<u>Pam Ackerman,</u>	<u>President</u>	<u>17051 Gaylord Road</u>
		<u>Crest Hill, IL 60403</u>

DATE 3/16/12

SUBCONTRACTOR  
 X Pam Ackerman  
 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: Gallagher Asphalt Corporation

BUSINESS ADDRESS: 18100 South Indiana Avenue Thornton, IL 60476

BUSINESS TELEPHONE: 708-877-7160 FAX NUMBER: 708-877-5222

CONTACT PERSON: Jeffrey L. Kolmodin

FEIN: 36-2061280 \*IL CORPORATE FILE NUMBER: F-1224-240-9

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Charles J. Gallagher VICE PRESIDENT: Mark W. Riester

SECRETARY: Daniel J. Gallagher TREASURER: Patrick D. Gallagher

\*\*SIGNATURE OF PRESIDENT: *Charles J. Gallagher*  
ATTEST: *Daniel J. Gallagher* (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
21st day of March, 2012

*Karen Hankus*  
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.

COOK COUNTY SIGNATURE PAGE  
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

*Joni Prosser*

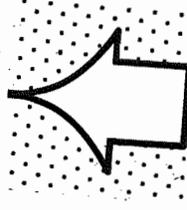
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria de Lourdes*

CHIEF PROCUREMENT OFFICER

*NOT REQUIRED*

COOK COUNTY COMPTROLLER



DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF May, 2012.

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

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

12-28-046

OR

ITEM(S), SECTION(S), PART(S): Group 2 – 2012: Flossmoor Road – West of Dan Ryan Expressway – West Leg (I-57)  
to East of Cicero Avenue. Section: 11-B6527-03-RS; 175<sup>th</sup> Street at East Approach to the Dan Ryan Expressway - West Leg  
(I-57). Section: 11-B6127-03-DR

TOTAL AMOUNT OF CONTRACT: \$ 984,173.42  
(DOLLARS AND CENTS)

FUND CHARGEABLE: 600-600

APPROVED AS TO FORM:

*Karen McKee*

ASSISTANT STATE'S ATTORNEY

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

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that: Fidelity and Deposit Company of Maryland  
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount  
Group 2-2012

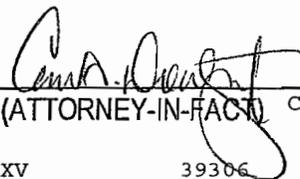
of the bid/contract: Section No. 11-B-65277-03-RS & 11-B6127-03-DR  
(NUMBER)

to: Gallagher Asphalt Corporation  
(BIDDER)

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

SURETY Fidelity and Deposit Company of Maryland  
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

BY:   
(ATTORNEY-IN-FACT) Carol A. Dougherty

A+ XV                      39306  
AMB #                      NAIC

SEAL

Bond# 09079108

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

Know All Men by These Presents, That we, Gallagher Asphalt Corporation  
as principle, and Fidelity and Deposit Company of Maryland  
1400 American Lane T2-3, Schaumburg, IL 60196, as surety, are

held and firmly bound unto The County of Cook in the penal sum of Nine Hundred Eighty Four Thousand One Hundred Seventy Three and 42/100- Dollars (\$ 984,173.42 ), 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 19th day of April A.D. 20 12.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounded principle entered into a certain contract with The County of Cook, bearing date the day of April 19, 2012 ~~AWARD OF CONTRACT~~ for Group 2 - 2012 Flossmoor Road (West of Dan Ryan Expressway - West Leg (i-57) to East of Cicero Avenue), Route B65, Section 11-B6527-03-RS, in Rich Township and 175th Street (at East Approach to the Dan Ryan Expressway - West Leg (i-57), Route B61, Section 11-B6127-03-DR, in Bremen Township; Cook County Contract No. 12-28-046.

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

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

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

Gallagher Asphalt Corporation

By [Signature] PRINCIPAL/CONTRACTOR SEAL  
[Signature] SECRETARY  
PRESIDENT

Fidelity and Deposit Company of Maryland  
SURETY

By [Signature] SEAL  
SURETY/ATTORNEY-IN-FACT Carol A. Dougherty A+ XV 39306  
(ATTACH POWER OF ATTORNEY) AMB# NAIC#

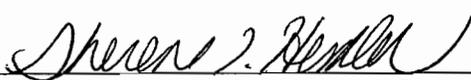
Approved as to form:

By: [Signature]  
ASSISTANT STATES ATTORNEY  
PW5.18

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK** SS:

On this **19th day of April, 2012**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of Fidelity and Deposit Company of Maryland**, the corporation described in and which executed the annexed instrument; that (s)he 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 (s)he 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.

  
\_\_\_\_\_  
Notary Public in and for the above County and State

My Commission Expires: **03/29/14**



**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Robert B. SCHUTZ, J.S. POHL, James L. SULKOWSKI, Carol A. DOUGHERTY, Robert E. KAPPUS, Sherene L. HEMLER and Sarah GREEN, all of Palatine, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as aforesaid, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Robert B. SCHUTZ, J.S. POHL, James L. SULKOWSKI, Carol A. DOUGHERTY, Robert E. KAPPUS, Susan LOFTUS, dated February 3, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of July, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

*Theodore G. Martinez*

Eric D. Barnes      Assistant Secretary      By:      Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 30th day of July, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

Maria D. Adamski      Notary Public  
My Commission Expires: July 8, 2015

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 19th day of April, 2012.

*Gerald F. Halcy*  
Assistant Secretary

CONTRACT  
(SECTION 10)

This AGREEMENT made and entered into this 1st day of May A.D., 20 12 by and between The County of Cook, party of the first part and hereinafter called County, and Gallagher Asphalt Corporation, party of the second part and hereinafter called Contractor.

WITNESSETH:

That for and in consideration of the payments to be made by the said County as hereinafter provided, the said Contractor hereby covenants and agrees with the said County to do all the work and furnish all the labor, materials, machinery, apparatus, implements, tools, and other things necessary for the improvement of a section of the public highway known as **GROUP 2 – 2012 (Flossmoor Road – West of Dan Ryan Expressway – West Leg (I-57) to East of Cicero Avenue, Route B65, Section 11-B6527-03-RS in Rich Township) and 175<sup>th</sup> Street at East Approach to the Dan Ryan Expressway – West Leg (I-57), Route B61, Section 11-B6127-03-DR in Bremen Township); Cook County Contract No. 12-28-046** 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 **September 21, 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.

## SCHEDULE OF PRICES

ITEM NO.	QUANTITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	190	CU.YD.	BORROW EXCAVATION	\$ 54.00	\$ 10,260.00
2	744	CU.YD.	EARTH EXCAVATION	\$ 59.00	\$ 43,896.00
3	11	CU.YD.	FINE OR COARSE AGGREGATE EMBANKMENT	\$ 100.00	\$ 1,100.00
4	11	CU.YD.	STRUCTURE EXCAVATION	\$ 250.00	\$ 2,750.00
5	92	POUND	NITROGEN FERTILIZER NUTRIENT	\$ 1.50	\$ 138.00
6	92	POUND	PHOSPHORUS FERTILIZER NUTRIENT	\$ 1.50	\$ 138.00
7	92	POUND	POTASSIUM FERTILIZER NUTRIENT	\$ 1.50	\$ 138.00
8	1.0	ACRE	SEEDING, CLASS 3	\$ 7,260.00	\$ 7,260.00
9	4,400	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN	\$ 4.00	\$ 17,600.00
10	4,400	SQ.YD.	EROSION CONTROL BLANKET	\$ 1.10	\$ 4,840.00
11	177	SQ.YD.	FILTER FABRIC	\$ 6.00	\$ 1,062.00
12	2,900	FOOT	PERIMETER EROSION BARRIER	\$ 1.00	\$ 2,900.00
13	170	SQ.YD.	STONE RIPRAP, CLASS A4	\$ 50.00	\$ 8,500.00
14	235	SQ.FT.	TEMPORARY SOIL RETENTION SYSTEM	\$ 140.00	\$ 32,900.00
15	16,254	SQ.YD.	AGGREGATE SHOULDERS, TYPE B, 6 IN	\$ 2.50	\$ 40,635.00
16	2,060	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN	\$ 27.75	\$ 57,165.00
17	14	TON	AGGREGATE (PRIME COAT)	\$ 0.01	\$ 0.14
18	70.0	GAL.	BITUMINOUS MATERIALS (PRIME COAT)	\$ 20.00	\$ 1,400.00
19	2	EACH	CONSTRUCTING TEST STRIP	\$ 500.00	\$ 1,000.00
20	1,605	FOOT	CUTTING HOT-MIX ASPHALT SURFACE (FULL DEPTH)	\$ 2.75	\$ 4,413.75
21	397	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	\$ 70.00	\$ 27,790.00
22	673	SQ.YD.	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 6 IN	\$ 70.00	\$ 47,110.00
23	1,574	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70	\$ 80.00	\$ 125,920.00
24	1,521	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 IN	\$ 3.60	\$ 5,475.60
25	6,427	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 IN	\$ 2.75	\$ 17,674.25
26	472	TON	POLYMERIZED LEVELING BINDER (MACHINE METHOD) IL-4.75, N50	\$ 110.00	\$ 51,920.00
27	290	FOOT	SAW CUTS (FULL DEPTH)	\$ 3.75	\$ 1,087.50
28	181	FOOT	TEMPORARY BUTT JOINTS	\$ 14.00	\$ 2,534.00
29	4	CU.YD.	CONCRETE REMOVAL	\$ 1,100.00	\$ 4,400.00
30	500	SQ.YD.	CLASS C PATCHES, TYPE I, 10 IN	\$ 80.00	\$ 40,000.00

## SCHEDULE OF PRICES

ITEM NO.	QUANTITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
31	95	SQ.YD.	CLASS C PATCHES, TYPE II, 10 IN	\$ 80.00	\$ 7,600.00
32	72	SQ.YD.	CLASS C PATCHES, TYPE III, 10 IN	\$ 80.00	\$ 5,760.00
33	686	SQ.YD.	CLASS C PATCHES, TYPE IV, 10 IN	\$ 80.00	\$ 54,880.00
34	64	SQ.YD.	CLASS D PATCHES, TYPE I, 9 IN	\$ 110.00	\$ 7,040.00
35	257	SQ.YD.	CLASS D PATCHES, TYPE II, 9 IN	\$ 90.00	\$ 23,130.00
36	257	SQ.YD.	CLASS D PATCHES, TYPE III, 9 IN	\$ 80.00	\$ 20,560.00
37	64	SQ.YD.	CLASS D PATCHES, TYPE IV, 9 IN	\$ 70.00	\$ 4,480.00
38	2,362	FOOT	CRACK ROUTING AND SEALING	\$ 2.00	\$ 4,724.00
39	3.0	TON	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	\$ 900.00	\$ 2,700.00
40	24	CU.YD.	CLASS SI CONCRETE (OUTLET)	\$ 550.00	\$ 13,200.00
41	1,498	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	\$ 18.00	\$ 26,964.00
42	30	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	\$ 45.00	\$ 1,350.00
43	6	CAL.MO.	ENGINEERS FIELD OFFICE, TYPE A	\$ 3,500.00	\$ 21,000.00
44	1	L.SUM	CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS	\$ 3,500.00	\$ 3,500.00
45	3,671	FOOT	GUARDRAIL REMOVAL	\$ 3.00	\$ 11,013.00
46	25	FOOT	STEEL PLATE BEAM GUARDRAIL ATTACHED TO STRUCTURES	\$ 105.00	\$ 2,625.00
47	3,446	FOOT	STEEL PLATE BEAM GUARDRAIL, TYPE A	\$ 20.22	\$ 69,678.12
48	6	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL	\$ 2,165.00	\$ 12,990.00
49	4	CU.YD.	CONCRETE STRUCTURES	\$ 5,075.00	\$ 20,300.00
50	670	POUND	REINFORCEMENT BARS, EPOXY COATED	\$ 2.00	\$ 1,340.00
51	1	EACH	FRAMES AND GRATES TO BE ADJUSTED, SPECIAL	\$ 700.00	\$ 700.00
52	7	SQ.YD.	STONE RIPRAP, CLASS A3	\$ 325.00	\$ 2,275.00
53	1	EACH	IMPACT ATTENUATOR, TEMPORARY (NON-REDIRECTIVE) TEST LEVEL 3	\$ 2,750.00	\$ 2,750.00
54	1	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	\$ 1,100.00	\$ 1,100.00
55	63.0	FOOT	TEMPORARY CONCRETE BARRIER	\$ 80.00	\$ 5,040.00
56	1	L.SUM	TRAFFIC CONTROL DEVICES - DETOUR ROUTING	\$ 7,400.00	\$ 7,400.00
57	1	L.SUM	TRAFFIC PROTECTION	\$ 42,850.00	\$ 42,850.00
58	390	SQ.FT.	ERADICATION OF EXISTING PAVEMENT MARKING	\$ 6.50	\$ 2,535.00
59	43,300	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN	\$ 0.01	\$ 433.00
60	140	EACH	RAISED REFLECTIVE PAVEMENT MARKER	\$ 39.00	\$ 5,460.00

**SCHEDULE OF PRICES**

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
61	90	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	\$ 12.00	\$ 1,080.00
62	110	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 12 IN	\$ 1.50	\$ 165.00
63	80	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 24 IN	\$ 4.25	\$ 340.00
64	16,200	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN	\$ 0.52	\$ 8,424.00
65	1,200	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 8 IN	\$ 1.00	\$ 1,200.00
66	330	FOOT	DETECTOR LOOP, TYPE I	\$ 13.00	\$ 4,290.00
67	4,118	SQ.YD.	REFLECTIVE CRACK CONTROL TREATMENT	\$ 5.17	\$ 21,290.06
<b>TOTAL</b>					\$ 984,173.42

**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:** Flossmoor Rd - West of Dan Ryan Expressway - West Leg (I-57)  
to 175th St at East Approach to the Dan Ryan Expressway  
West Leg (I-57) 11-B6527-03-RS & 11-B6127-03-DR

**BID OPENING DATE:** March 21, 2012

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

Cashier's Check    Bank Draft    Bid Bond    Other

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

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

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

**Submitted by:** Gallagher Asphalt Corporaion  
**Bidder**  
18100 South Indiana Avenue  
**Street Address**  
Thornton IL 60476  
**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** \_\_\_\_\_

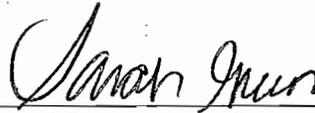


*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this **21st day of March, 2012**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of Fidelity and Deposit Company of Maryland**, the corporation described in and which executed the annexed instrument; that (s)he 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 (s)he 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.



\_\_\_\_\_  
Notary Public in and for the above County and State

My Commission Expires: 04/17/12





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2012

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).

<b>PRODUCER</b> DS&P Insurance Services Inc 1530 E Dundee Rd 2nd Floor  Palatine IL 60074	<b>CONTACT NAME:</b> Robert B Schutz <b>PHONE (A/C, No, Ext):</b> (847) 934-6100 <b>FAX (A/C, No):</b> (847) 934-6186 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID#:</b>														
<b>INSURED</b> Gallagher Asphalt Corp., etal  18100 S. Indiana Avenue  Thornton IL 60476	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: Illinois National Insurance Comp</td> <td>23817</td> </tr> <tr> <td>INSURER B: Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER C: Starr Indemnity &amp; Liability Comp</td> <td>38318</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Illinois National Insurance Comp	23817	INSURER B: Westfield Insurance Company	24112	INSURER C: Starr Indemnity & Liability Comp	38318	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 8904

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		4376586	5/1/2011	5/1/2012	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		8263285	5/1/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		SISCCCL01395311	5/1/2011	5/1/2012	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		014770546	5/1/2011	5/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased/Rented Equip		CMM4792257	5/1/2011	5/1/2012	\$2,000,000 Aggregate \$5,000 Ded./ Special Form	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The coverage and limits conform to the minimum required by Article 107.27 of the Standard Specifications for Road and Bridge construction. Re: Job# GE21802: Flossmoor Road - section 11-B6527-02-RS & 11-B6127-03-DR, Group 2-2012 Cook County, IL.  
 The following are added as Additional Insureds with respect to General Liability when required by written contract: The County of Cook, its commissioners, officials, employees, agents and

<b>CERTIFICATE HOLDER</b>  Cook County Bureau of Administration Department of Highways 69 West Washington Street 23rd Floor Chicago IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**DESCRIPTION OF OPERATIONS SECTION CONTINUED**

DATE  
3/26/2012

**CERTIFICATE HOLDER:**

Cook County Bureau of Administration  
Department of Highways  
69 West Washington Street  
23rd Floor  
Chicago IL 60602

**INSURED:**

Gallagher Asphalt Corp., etal  
  
18100 S. Indiana Avenue  
Thornton IL 60476

**DESCRIPTION OF OPERATIONS CONTINUED:**

representatives and their respective heirs, successors and assigns.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 05/01/2011 forms a part of

policy No. GL 4376586

issued to GALLAGHER ASPHALT CORPORATION

CHICAGO TESTING LABORATORY, INC. ; SHEPLEY MOTOR EXPRESS, INC.  
GALLAGHER MATERIALS CORP. ;  
LOGISTICS CONCRETE, LLC

by AMERICAN INTERNATIONAL SOUTH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS**

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:  
AS REQUIRED BY WRITTEN CONTRACT

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

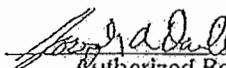
ADDITIONAL PREMIUM:

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.

  
Authorized Representative or  
Countersignature (In States Where  
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 05-01-2010 forms a part of

policy No. GL 4376586 issued to GALLAGHER ASPHALT CORPORATION  
CHICAGO TESTING LABORATORY, INC. ;SHEPLEY MOTOR EXPRESS, INC.  
GALLAGHER MATERIALS CORP ;LOGISTICS CONCRETE  
by AMERICAN INTERNATIONAL SOUTH INSURANCE COMPANY LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS -  
SCHEDULED PERSON OR ORGANIZATION

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:  
AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;

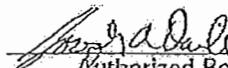
The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, is amended to include the following additional exclusion;

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.

  
Authorized Representative or  
Countersignature (In States Where  
Applicable)

I. STATE OR POLITICAL SUBDIVISION - PERMITS

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily Injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily Injury" or "property damage" included within the "products-completed operations hazard".

II. PRIMARY INSURANCE - ADDITIONAL INSURED

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

- a) the performance of your ongoing operations for the additional insureds; or
- b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,

*then with respect to these additional insureds as defined above in this Section only,*  
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance, is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

- a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION 1 - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, a. - Expected or Intended Injury, is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. SECTION V - DEFINITIONS, Paragraph 9, is deleted in its entirety and replaced with the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a), is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. **COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES**

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and (b) are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.

XII. **WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. **AMENDMENT OF OTHER INSURANCE**

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1), is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2), is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. **AMENDMENT AGGREGATE LIMITS PER PROJECT**

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offense under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under COVERAGE B and (iii) all medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offenses under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:
1. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

  
 \_\_\_\_\_  
 Authorized Representative or  
 Countersignature (in States Where  
 Applicable)

# ACORD™ INSURANCE BINDER

DATE  
3/26/2012

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER DS&P Insurance Services, Inc. 1530 E Dundee Rd. 2nd Floor Palatine IL 60074  www.dspins.com	PHONE (A/C, No, Ext): (847) 934-6100 FAX (A/C, No): (847) 934-6186	COMPANY Mid-Continent Casualty Company	BINDER # 10445
CODE:	SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
AGENCY CUSTOMER ID: 21517	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Job #GE12802-Flossmoor Rd.-section 11-B6527-03-RS, 11-B6127-03-DR-Group 2-2012		
INSURED Cook County Bureau of Administration- Dept. of Highways 69 W. Washington St. - 23rd Flr Chicago IL 60602			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC <input type="checkbox"/>				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Owner's Protective Liability  RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$ 2,000,000 \$ \$ \$ \$ 4,000,000 \$
AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>		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: <input type="checkbox"/> OTHER THAN COL: <input type="checkbox"/>	ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/>	ACTUAL CASH VALUE STATED AMOUNT OTHER		\$ \$ \$
GARAGE LIABILITY ANY AUTO <input type="checkbox"/>		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
EXCESS LIABILITY UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM <input type="checkbox"/>	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS		\$ \$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$
SPECIAL CONDITIONS/ OTHER COVERAGES	Job #GE12802-Flossmoor Rd.-section 11-B6527-03-RS, 11-B6127-03-DR-Group 2-2012 Contractor: Gallagher Asphalt Corp., etal <i>OK Tree</i>	FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

## NAME & ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>[Signature]</i>		

## 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 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.