NE 1/30/13

NOTICE TO BIDDERS, SPECIFICATIONS, CONTRACT AND CONTRACT BOND

FOR
HIGHWAY IMPROVEMENT
County of Cook, Illinois

Toni Preckwinkle
Cook County Board President

John J. Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highway

Shannon E. Andrews
Acting Chief Procurement Officer

Letting: January 30, 2013

SECTION: 12-B5332-03-RP on Route No. B53

Known as 138th STREET
Ashland Avenue to Cottage Grove Avenue

Cook County Purchasing Contract No.: 13-28-006

NOTICE TO PROSPECTIVE BIDDERS: BIDDERS MUST RETURN THE ENTIRE BID

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

Pre-Bid Meeting: Tuesday, January 15, 2013
Cook County Department of Transportation and Highway
69 W. Washington Street, Suite 2260
Chicago, Illinois 60602

All questions are due on **Friday, January 18, 2013** no later than 3:00pm Chicago time

Send all questions via e-mails to: cho.ng@cookcountyil.gov – Cho Ng, Senior Contract Negotiator

Bid Submitted by:

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

Name K-Five Construction Corporation Phone No. 630/257-5600

Address 13769 Main Street

City Lemont State IL Zip Code 60439

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THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

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COUNTY OF COOK
BUREAU OF FINANCE

OFFICE OF THE CHIEF PROCUREMENT OFFICER

SHANNON E. ANDREWS
ACTING CHIEF PROCUREMENT OFFICER
County Building
118 North Clark Street, Room 1018
Chicago, Illinois 60602-1304
TEL: (312) 603-5370

January 23, 2013

ADDENDUM NO. 1

Cook County Contract No. 13-8-006

138th STREET
Ashland Avenue to Cottage Grove Avenue
Section 12-B5332-03-RP

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

This Addendum No. 1 provides 19 (nineteen pages) revised contract pages and Pre-Bid Sign-In Sheets. Please take this information into consideration on your proposal. Please acknowledge this addendum in your proposal.

1. Checklist (Revised) to Add: (9 pages)
   Special Provision 026 – Contract Extra Work (Dec. 24, 2012)
   Special Provision 028 – Processing of Contract Extra Work Payments (Dec. 24, 2012)

2. Special Provision 026 (Added) – Contract Extra Work (Dec. 24, 2012) (1 page)

3. Special Provision 028 (Added) – Processing of Contract Extra Work Payments (Dec. 24, 2012) (1 page)

4. Schedule of Prices (Revised) – to reflect Contract Extra Work provision (3 pages)

5. Summary of Quantities (Revised) – Reflects Contract Extra Work Provision in bid plans (Sheet 2R of 43) (1 page)

6. Typical Cross Section Sheet (Revised)-Sheet 4R of 43 (1 page)

7. CONTRACTOR SUBMITTED QUESTIONS:

Replies in red below:

7.1 Sub base granular 6" (Item #6) is partially under the PCC Patching, is the remainder for the HMA Patching? Yes, and curb and gutter to be replaced at the direction of the Engineer. Does it include excavation? Yes, for patches (see also the reply for Question No. 4 below).
7.2 Where does the Aggregate Base 10" (Item #1) go? Commercial HMA driveways to be replaced. See Plan Sheet No. 26
7.3 HMA Driveway Removal (Item #8) – How deep? 1.5 Inches. Do we replace them with the Surface Mix D N70? Yes. How thick? 1.5 Inches.
7.4 Where does the Earth Excavation (Item #25) 506 cy go? In back of curb and gutter to replace; and HMA drives to be replaced.
7.5 Is the Crushed Stone (Item #92) - Temporary for driveway access? Yes.
7.6 Is there any breakdown on how the 30% DBE requirement was figured? This will be hard to achieve with the bid items contained in the project.

Cook County Office of the Chief Procurement Officer
Shannon E. Andrews, Acting Chief Procurement Officer
County Building • 118 North Clark Street, Room 1018 • Chicago, Illinois 60602-1304 • TEL: (312) 603-5370

7.7 Please define where the following crack repair is intended and the building specification requirements for each:

46. Crack and Joint Routing and Sealing between Ashland and Halsted (Sta. 10+32 to Sta. 60+64); Special Provision No. 403 (page 164)

8. Pre-bid Sign In Sheet (1 page)

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAY
SPECIAL PROVISION CHECK LIST
EFFECTIVE January 1, 2013 V 2013.1
138TH STREET
Ashland Avenue to Cottage Grove Avenue
Section: 12-B5332-03-RP

	No.	Description	Origin and Date Last Revised
X	1	Definition of Terms, Information for Bidders	(CC) Dec. 27, 2012
X	2	Bidding Requirements and Conditions For Contract Proposals	(IL-CC) Nov. 15, 2012
X	3	* Pre-Bid Meeting	(CC) Nov. 15, 2012
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) Nov. 15, 2012
	8b	*MBE/WBE Business Participation	(CC) Jan. 26, 2012
X	9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)	(IL-CC) Nov. 15, 2012
X	10	Insurance Requirements	(CC) Nov. 15, 2012
	10a	Township Insurance Requirements	(CC) Nov. 15, 2012
X	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) Nov. 15, 2012
X	14	Addendum Receipt	(CC) Dec. 28, 2009
	15	ARRA Provisions	(IL) Current
X	16	* Combination Bidding Process	(IL-CC) Jan. 1, 2006
X	17a	Prompt Pay Mechanisms (Non Federal Aid)	(CC) Dec. 27, 2012
	18-22	Not Used	
X	23	Contract Claims	(IL-CC) Mar. 19, 2012
X	24	Pre-Construction Conference	(CC) Mar. 18, 1980
X	25	Mobilization	(CC) Oct. 20, 2009
X	26	Contract Extra Work	(CC) Dec. 24, 2012
X	27	Construction Air Quality Diesel Vehicle Emissions Control (Green Construction Ordinance)	(CC) Dec. 1. 2009
X	28	Processing of Extra Work Payment Requests	(CC) Dec. 24, 2012
	29	Construction Layout Stakes and Survey Control Points	(CC) July 1, 2012
	30	* Municipal Coordination/Transfer of Jurisdiction and/or Maintenance	(CC) July 15, 2000
X	31	Engineer's Field Office	(CC) July 1, 2012
X	32	Construction Debris	(CC) July 1, 2006
	33	*Clean Construction and Demolition Debris	(CC) July 1, 2012

	No.	Description	Origin and Date Last Revised
	34-44	Not Used	
	45	Portland Cement Concrete Pavement	(CC) July 1, 2012
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 (10Inch)	(CC) Jan 1, 2008
X	50	Dowel Bars	(CC) Jan 1, 2008
	51	Structural Fiber Reinforced P.C. Concrete Bus Pad (4 Inch)	(CC) Jan 1, 2008
	52	P.C.C. Bonded Overlay (4 Inch)	(CC) Jan. 1, 2007
X	53	Diamond Grinding Concrete Pavement	(CC) Jan. 1, 2007
	54	Saw Cutting Concrete Overlay	(CC) Jan. 1, 2007
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) Mar. 1, 2008
X	59	Survey Monuments	(CC) April 1, 2008
	60	Soils Information	(CC) July 1, 2012
	61	Stockpiled Embankment	(CC) July 1, 2012
	62	Borrow Excavation	(CC) July 1, 2000
X	63	Crushed Stone (Temporary Use)	(CC) Jan 1, 2008
	64	Aggregate Subgrade, (12 INCH)	(IL) Current
	65	Expanded Polystyrene Fill	(CC) May 1, 2003
	66	Cellular Concrete Fill	(CC) July 1, 2006
	67	GEO-GRID Subgrade Reinforcing Mat	(CC) May 1, 2003
	68	Earth Excavation (Special)	(CC) July 1, 2011
	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) January 1, 2008
X	72	Cutting Hot-Mix Asphalt Surface	(CC) Jan. 1, 2008
X	73	Hot-Mix- Asphalt Driveway Surface Removal	(CC) July 1, 2012
	74	Temporary Butt Joints	(CC) Jan. 1, 2008
	75	Hot-Mix Asphalt Stabilized Sub base	(CC) Jan. 1, 2008
	76	Hot-In-Place Asphalt Recycling by the Heater Scarifying Overlay Method	(CC) July 1, 2011
X	77	Treatment of Cracks	(CC) Jan. 1, 2008
	78	Strip Reflective Crack Control Treatment, Special	(CC) May 1, 2003
	79	Cold Recycled In-Place Bituminous Base Course	(CC) Oct. 1, 2009
	80	Temporary By-Pass Pavement (Non-Federal Aid)	(CC) Jan 1, 2008
	81	Temporary By-Pass Pavement (Federal Aid)	(CC) July 1, 2011

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

	No.	Description	Origin and Date Last Revised
	157	Water Main for Installation in the City of Chicago	(CC) Dec. 21, 2009
	158	Frames, City Electric in the City of Chicago	(CC) July 1, 2012
	159	Lids, City Electric in the City of Chicago	(CC) April 14, 2009
	160	Lids and Lids, ADA Compliant in the City of Chicago	(CC) April 14, 2009
	161	Various City Drainage and Utility Structure Adjustments in the City of Chicago	(CC) Dec. 21, 2009
	162	Storm Sewer Installation in the City of Chicago	(CC) Dec. 1, 2009
	163	Boring and Jacking Storm Sewers, Sanitary Sewers or Water Mains	(CC) Dec. 1, 2007
	164	Storm Sewers Jacked in Place (Over 36 In. Dia.)	(CC) Dec. 21, 2009
	165	Storm Sewer Drilled and Pushed (36 In. Dia. Max.)	(CC) Dec. 1, 2007
	166	Storm Sewers, Abandon and Fill	(CC) Dec. 21, 2007
	167	Storm Sewer to be Televised	(CC) July 1, 2012
	168	Connecting Existing Field Drain Tile	(CC) July 1, 2012
	169	Plugging Existing Drains and Sewers	(CC) Dec. 1, 2007
	170	Blocking Existing Drains and Sewers	(CC) Dec. 21, 2009
X	171	Manholes to be Reconstructed, Special; Catch Basins to be Reconstructed, Special; Valve Vaults to be Reconstructed, Special	(CC) Dec. 1, 2007
	172	Not Used	
	173	Manholes, Type A, with Restrictor Plate, Frames and Lids	(CC) July 1, 2012
	174	Not Used	
X	175	Lids and Frames and Lids	(CC) Dec. 1, 2007
X	176	Frames and Lids to be Adjusted, Special	(CC) Dec. 21, 2009
	177	Headwall Inlet and Grate	(CC) July 1, 2012
	178	Flared End Sections to be Removed, Flared End Sections to be Relocated	(CC) Dec. 30, 2008
	179	Bracing and Sheeting	(CC) Dec. 1, 2007
	180	Pavement Replacement	(CC) July 1, 2011
	181	Duck Bill Elastomeric Check Valve	(CC) July 1, 2012
	182	Catch Basin Oil and Debris Hoods	(CC) July 1, 2012
	183	Frames and Lids to be Adjusted, Special (Pavement Recycling)	(CC) January 1, 2013
	184	Not Used	
X	185	* Cooperation With Utilities	(CC) Feb. 10, 2012
	186	Water Valve Boxes to be Adjusted and Domestic Meter Vaults to be Adjusted	(CC) Dec. 21, 2009
	187	Domestic Water Service Boxes to be Adjusted	(CC) Dec. 21, 2009
	188	Filling Existing Valve Vaults	(CC) Dec. 21, 2009
	189	Valve Vaults to be Removed	(CC) Dec. 21, 2009
	190	Water Main Installation	(CC) Dec. 1, 2009
	191	Fire Hydrants Vertical Adjustment	(CC) Dec. 21, 2009
	192	Sanitary Sewer Installation	(CC) July 1, 2012
	193	Sanitary Manholes	(CC) Dec. 21, 2009

	No.	Description	Origin and Date Last Revised
X	194	Waterproofing of Existing Sanitary Manholes	(CC) July 1, 2012
	195-199	Not Used	
X	200	Cleaning Existing Manholes, Catch Basins or Inlets and Cleaning Existing Storm Sewer and Pipe Culverts	(CC) Dec. 1, 2008
	201	Not Used	
	202	* National Pollutant Discharge Elimination System	(CC) January 1, 2012
	203	Not Used	
	204	Maintaining Drainage and Stream Protection	(CC) Dec. 1, 2007
	205	Storm Water Pollution Separation System	(CC) July 1, 2012
	206	Storm Water Pollution Separation System (SPECIAL)	(CC) Dec. 1, 2007
	207	Storm Water Pollution Separation System (In-Line)	(CC) July 1, 2012
	208-210	Not Used	
	211	Seeding	(CC) Sept. 1, 2002
	212	Sodding	(CC) Sept. 1, 2002
	213	Trees To Be Planted	(CC) Jan 1, 2008
	214	Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs	(CC) Sept. 1, 2002
	215	Planting Woody Plants	(CC) Jan. 1, 1997
	216	Seeding, Fine Fescue Blend	(CC) Jan. 1, 2007
	217	Seeding, Class 4B Modified	(CC) Jan. 1, 2007
	218-226	Not Used	
X	227	Work Zone Traffic Control Surveillance	(IL) Current
	228	Traffic Control Devices – Detour Routing	(CC) July 1, 2012
X	229	Modified Urethane Pavement Marking (BDE)	(IL) Current
	230	Sign Identification Decal	(CC) Jan. 1, 2012
X	231	Traffic Protection	(CC) July 1, 2012
	232-235	Not Used	
X	236	Project Signs Plaque	(CC) December 1, 2009
	237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
	238	Raised Reflective Pavement Marker	(IL-CC) July 1, 2012
	239-240	Not Used	
X	241	Traffic Signal Work General	(ILD1CC) June 1, 2012
	242	Construction at Railroad Crossing	(CC) June 1, 2012
	243	Signal Head, Optically Programmed Signal Head and Pedestrian Signal Head	(CC) June 1, 2012
	244	Light Emitting Diode (LED) Traffic Signal	(ILD1CC) June 1, 2012
	245	Light Emitting Diode (LED) Pedestrian Countdown Signal Head	(ILD1CC) June 1, 2012
	246	Traffic Signal Backplate	(ILD1CC) June 1, 2012
	247	Illuminated Sign, Light Emitting Diode	(ILD1CC) June 1, 2012
	248	Traffic Signal Post, Pedestrian Pushbutton Post	(ILD1CC) June 1, 2012

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

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

Additional Inserted Special Provisions (As Required)

- 004a Prevailing Wages for Cook County
- 011a CSX Right-of- Entry Application
- 185a Status of Utilities to be Adjusted
- 400 Sealing Existing Transverse Joints
- 401 Reclaimed Asphalt Pavement and Reclaimed Asphalt Shingles
- 402 Surface Testing of Hot-Mix Asphalt Overlays
- 403 Crack and Joint Routing and Sealing

Additional Document Inclusions (Required)

*0 01	Cover Sheet	(CC) Dec. 27, 2012
*0 02	Notice Sheet	(CC) Nov. 15, 2012
*C	Proposal Sheet	(CC) Jan 1, 2008
*E	Economic Disclosure Statement	(CC) Nov. 15, 2012
	Instructions, *DBE Documents, Contractor Certifications, Economic and Other Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's Certificate Concerning Labor Standards, Execution Pages	
F	Surety's Statement Of Qualification for Bonding	(CC) June 2, 2011
*G1	Trust Agreement	(CC) Nov. 15, 2012
*H	Performance and Payment of Bond Form	(CC) June 9, 2011
*I	Contract	(CC) Nov. 15, 2012
*J	Schedule of Prices Sheets	(CC) Dec. 28, 2011
*K	Proposal Bid Bond	(CC) Nov. 15, 2012
*L	Bid Deposit Form	(CC) Nov. 15, 2012

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

Origin of Special Provisions

(CC)	Initiated by Cook County Highway Department
(IL) Current	Initiated by Illinois Department of Transportation
(ILD1) Current	Initiated by Illinois Department of Transportation District 1
(IL-CC)	Initiated by the Illinois Department of Transportation and amended by Cook County Highway Department
(ILD1-CC)	Initiated by Illinois Department of Transportation District 1 and amended by Cook County Highway Department

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

SPECIAL PROVISION
FOR
CONTRACT EXTRA WORK

Description: Due to the nature of the project, the County may require extra work consisting of various items to be completed by the Contractor where the exact scope of work could not be determined at time of submittal of the bid. In order to avoid project delays or issues related to payment for such extra work, the schedule of quantities includes a Contract Extra Work item.

All work to be performed under this item shall be as directed by the Engineer and approved by the Superintendent and the Cook County Chief Procurement Officer or her designee.

Measurement: Each one dollar of extra work value will be measured as one unit.

Basis of Payment: Payment for this work will be made as specified in Article 109.04 of the Standard Specifications for Road and Bridge Construction and paid as Contract Extra Work in accordance with the requirements set forth in the Special Provision for Processing of Extra Work Payment Requests.

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 and the Special Provision for Contract Extra Work 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 08-09. 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) Within sixty (60) days after receipt of the invoice, the Engineer will review the Contractor's invoice and determine whether the invoice complies with the above. 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 determine whether that the corrected invoice complies with the above.

5) Once the Engineer determines that the invoice complies with the above, the Engineer shall present a recommendation for change in plan for the specific items of extra work. The Superintendent shall execute a change order for the specific items of extra work and submit such change order to the Cook County Chief Procurement Officer, or where appropriate, to the County Board for approval.

6) Within thirty (30) days of the Board's or the Cook County Chief Procurement Officer's approval of the change order, payment shall be reflected under the specific items of extra work completed by the Contractor and the corresponding amount shall be deleted from the Contract Extra Work item.

Contractor Name: _____

138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE

SCHEDULE OF PRICES

Section No.: 12-B5332-03-RP

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	51	SQ.YD.	AGGREGATE BASE COURSE, TYPE B, 10 IN	$ -	$ -
2	209	TON	AGGREGATE PRIME COAT	$ -	$ -
3	2,336	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN	$ -	$ -
4	10,433	GAL.	BITUMINOUS MATERIALS (PRIME COAT)	$ -	$ -
5	1	EACH	CONSTRUCTING TEST STRIP	$ -	$ -
6	2,291	FOOT	CUTTING HOT-MIX ASPHALT SURFACE	$ -	$ -
7	6,486	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	$ -	$ -
8	1,678	SQ.YD.	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL	$ -	$ -
9	178	SQ.YD.	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 6 IN	$ -	$ -
10	4,324	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70	$ -	$ -
11	51,170	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4 IN	$ -	$ -
12	2,866	TON	LEVELING BINDER (MACHINE METHOD) IL-9.5, N50	$ -	$ -
13	1,362	SQ.YD.	PAVEMENT FABRIC	$ -	$ -
14	133	SQ.YD.	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 IN	$ -	$ -
15	147	SQ.YD.	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 IN	$ -	$ -
16	273	SQ.YD.	PORTLAND CEMENT CONCRETE PAVEMENT, 10 IN	$ -	$ -
17	1,174	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN	$ -	$ -
18	620	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN	$ -	$ -
19	3,388	SQ.YD.	PROTECTIVE COAT	$ -	$ -
20	2,475	FOOT	COMBINATION CURB AND GUTTER REMOVAL	$ -	$ -
21	27,233	SQ.YD.	DIAMOND GRINDING CONCRETE PAVEMENT	$ -	$ -
22	243	SQ.YD.	DRIVEWAY PAVEMENT REMOVAL	$ -	$ -
23	273	SQ.YD.	PAVEMENT REMOVAL	$ -	$ -
24	4,044	SQ.FT.	SIDEWALK REMOVAL	$ -	$ -
25	506	CU.YD.	EARTH EXCAVATION	$ -	$ -
26	8	CAL.MO.	ENGINEERS FIELD OFFICE, TYPE A	$ -	$ -
27	335	FOOT	GUARDRAIL REMOVAL	$ -	$ -
28	78	FOOT	STEEL PLATE BEAM GUARDRAIL, TYPE A	$ -	$ -
29	5	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL	$ -	$ -

Contractor Name: _____

138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE

SCHEDULE OF PRICES

Section No.: 12-B5332-03-RP

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
30	5	EACH	TRAFFIC BARRIER TERMINAL, TYPE 2	$ -	$ -
31	1,445	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	$ -	$ -
32	1,031	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	$ -	$ -
33	1	L.SUM	RAILROAD PROTECTIVE LIABILITY INSURANCE	$ -	$ -
34	273	SQ.YD.	CLASS B PATCHES, TYPE I, 10 IN	$ -	$ -
35	1,090	SQ.YD.	CLASS B PATCHES, TYPE II, 10 IN	$ -	$ -
36	1,090	SQ.YD.	CLASS B PATCHES, TYPE III, 10 IN	$ -	$ -
37	273	SQ.YD.	CLASS B PATCHES, TYPE IV, 10 IN	$ -	$ -
38	62	SQ.YD.	CLASS C PATCHES, TYPE I, 10 IN	$ -	$ -
39	247	SQ.YD.	CLASS C PATCHES, TYPE II, 10 IN	$ -	$ -
40	247	SQ.YD.	CLASS C PATCHES, TYPE III, 10 IN	$ -	$ -
41	62	SQ.YD.	CLASS C PATCHES, TYPE IV, 10 IN	$ -	$ -
42	490	SQ.YD.	CLASS D PATCHES, TYPE I, 10 IN	$ -	$ -
43	1,963	SQ.YD.	CLASS D PATCHES, TYPE II, 10 IN	$ -	$ -
44	1,963	SQ.YD.	CLASS D PATCHES, TYPE III, 10 IN	$ -	$ -
45	490	SQ.YD.	CLASS D PATCHES, TYPE IV, 10 IN	$ -	$ -
46	382	FOOT	CRACK AND JOINT ROUTING AND SEALING	$ -	$ -
47	897	FOOT	CRACK ROUTING AND SEALING	$ -	$ -
48	3,050	POUND	JOINT OR CRACK FILLING	$ -	$ -
49	26	TON	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	$ -	$ -
50	2,250	SQ.FT.	DETECTABLE WARNINGS	$ -	$ -
51	5	EACH	SURVEY MONUMENTS	$ -	$ -
52	46	POUND	NITROGEN FERTILIZER NUTRIENT	$ -	$ -
53	46	POUND	PHOSPHORUS FERTILIZER NUTRIENT	$ -	$ -
54	46	POUND	POTASSIUM FERTILIZER NUTRIENT	$ -	$ -
55	25	UNIT	SUPPLEMENTAL WATERING	$ -	$ -
56	0.50	ACRE	SEEDING, CLASS 2A	$ -	$ -
57	2,432	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN	$ -	$ -
58	50	FOOT	STORM SEWERS, TYPE 1 (RCCP CLASS IV) 12 IN	$ -	$ -

Contractor Name: _____

138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE

SCHEDULE OF PRICES

Section No.: 12-B5332-03-RP

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
59	25	EACH	CATCH BASINS TO BE RECONSTRUCTED	$ -	$ -
60	10	EACH	CATCH BASINS, TYPE A2, 4 FT DIA WITH FRAME & GRATE	$ -	$ -
61	10	EACH	CATCH BASINS, TYPE C, WITH FRAME AND GRATE	$ -	$ -
62	2,350	SQ.YD.	EROSION CONTROL BLANKET	$ -	$ -
63	15	EACH	FRAMES AND GRATES, TYPE 1 (CLOSED)	$ -	$ -
64	5	EACH	FRAMES AND GRATES, TYPE 1 (OPEN)	$ -	$ -
65	10	EACH	FRAMES AND GRATES, TYPE 23V	$ -	$ -
66	10	EACH	FRAMES AND GRATES, TYPE 24V	$ -	$ -
67	50	EACH	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	$ -	$ -
68	10	EACH	WATERPROOFING SANITARY FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	$ -	$ -
69	10	EACH	INLETS, TYPE A, WITH FRAMES AND GRATES	$ -	$ -
70	200	EACH	INLET FILTERS	$ -	$ -
71	2,000	FOOT	GRADING AND SHAPING DITCHES	$ -	$ -
72	10	EACH	MANHOLES TO BE ADJUSTED	$ -	$ -
73	2	EACH	MANHOLES TO BE RECONSTRUCTED	$ -	$ -
74	1	EACH	VALVE VAULTS, TYPE A, 5 FT DIA WITH FRAME AND GRATE	$ -	$ -
75	5	CU.YD.	TRENCH BACKFILL	$ -	$ -
76	250	EACH	CLEANING EXISTING CATCH BASINS	$ -	$ -
77	40	EACH	CLEANING EXISTING MANHOLES	$ -	$ -
78	1	L.SUM	TRAFFIC PROTECTION	$ -	$ -
79	230	SQ.FT.	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	$ -	$ -
80	400	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 12 IN	$ -	$ -
81	90	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 24 IN	$ -	$ -
82	25,200	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 4 IN	$ -	$ -
83	625	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 6 IN	$ -	$ -
84	10,130	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN	$ -	$ -
85	421	SQ.FT.	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	$ -	$ -
86	600	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 12 IN	$ -	$ -
87	375	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 24 IN	$ -	$ -

Contractor Name: _____

138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE

SCHEDULE OF PRICES

Section No.: 12-B5332-03-RP

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
88	41,300	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN	$ -	$ -
89	1,050	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 6 IN	$ -	$ -
90	1,050	FOOT	DETECTOR LOOP, TYPE I	$ -	$ -
91	4	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	$ -	$ -
92	1	L.SUM	CRUSHED STONE (TEMPORARY USE)	$ -	$ -
93	12,080	FOOT	SEALING EXISTING TRANSVERSE JOINT	$ -	$ -
94	200,000	UNIT	CONTRACT EXTRA WORK	$ 1.00	$ 200,000.00
				TOTAL	$ -

COUNTY HIGHWAY	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
853	2013	21	43

SECTION: 12-95332-03-RP

ITEM NO.	QUANTITY	UNIT	PAY ITEM
1	51	SQ.YD.	AGGREGATE BASE COURSE, TYPE B, 10 IN
2	209	TON	AGGREGATE PRIME COAT
3	2,336	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN
4	10,433	GAL.	BITUMINOUS MATERIALS (PRIME COAT)
5	1	EACH	CONSTRUCTING TEST STRIP
6	2,291	FOOT	CUTTING HOT-MIX ASPHALT SURFACE
7	6,486	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70
8	1,678	SQ.YD.	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL
9	178	SQ.YD.	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 6 IN
10	4,324	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D",
			IL-12.5 OR 9.5, N70
11	51,170	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3¾IN
12	2,866	TON	LEVELING BINDER (MACHINE METHOD) IL-9.5, N50
13	1,362	SQ.YD.	PAVEMENT FABRIC
14	133	SQ.YD.	PORTLAND CEMENT CONCRETE DRIVEWAY
			PAVEMENT, 10 IN
15	147	SQ.YD.	PORTLAND CEMENT CONCRETE DRIVEWAY
			PAVEMENT, 8 IN
16	273	SQ.YD.	PORTLAND CEMENT CONCRETE PAVEMENT, 10 IN
17	1,174	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN
18	620	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN
19	3,388	SQ.YD.	PROTECTIVE COAT
20	2,475	FOOT	COMBINATION CURB AND GUTTER REMOVAL
21	27,233	SQ.YD.	DIAMOND GRINDING CONCRETE PAVEMENT
22	243	SQ.YD.	DRIVEWAY PAVEMENT REMOVAL
23	273	SQ.YD.	PAVEMENT REMOVAL
24	4,044	SQ.FT.	SIDEWALK REMOVAL
25	506	CU.YD.	EARTH EXCAVATION
26	8	CAL.MO.	ENGINEERS FIELD OFFICE, TYPE A
27	335	FOOT	GUARDRAIL REMOVAL
28	78	FOOT	STEEL PLATE BEAM GUARDRAIL, TYPE A
29	5	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL
30	5	EACH	TRAFFIC BARRIER TERMINAL, TYPE 2
31	1,445	FOOT	COMBINATION CONCRETE CURB AND GUTTER,
			TYPE B-6.12
32	1,031	FOOT	COMBINATION CONCRETE CURB AND GUTTER,
			TYPE B-6.24
33	1	L.SUM	RAILROAD PROTECTIVE LIABILITY INSURANCE
34	273	SQ.YD.	CLASS B PATCHES, TYPE I, 10 IN
35	1,090	SQ.YD.	CLASS B PATCHES, TYPE II, 10 IN
36	1,090	SQ.YD.	CLASS B PATCHES, TYPE III, 10 IN
37	273	SQ.YD.	CLASS B PATCHES, TYPE IV, 10 IN
38	62	SQ.YD.	CLASS C PATCHES, TYPE I, 10 IN
39	247	SQ.YD.	CLASS C PATCHES, TYPE II, 10 IN
40	247	SQ.YD.	CLASS C PATCHES, TYPE III, 10 IN
41	62	SQ.YD.	CLASS C PATCHES, TYPE IV, 10 IN
42	490	SQ.YD.	CLASS D PATCHES, TYPE I, 10 IN
43	1,963	SQ.YD.	CLASS D PATCHES, TYPE II, 10 IN
44	1,963	SQ.YD.	CLASS D PATCHES, TYPE III, 10 IN
45	490	SQ.YD.	CLASS D PATCHES, TYPE IV, 10 IN
46	382	FOOT	CRACK AND JOINT ROUTING AND SEALING
47	897	FOOT	CRACK ROUTING AND SEALING
48	3,050	POUND	JOINT OR CRACK FILLING
49	26	TON	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS
50	2,250	SQ.FT.	DETECTABLE WARNINGS
51	5	EACH	SURVEY MONUMENTS
52	46	POUND	NITROGEN FERTILIZER NUTRIENT
53	46	POUND	PHOSPHORUS FERTILIZER NUTRIENT
54	46	POUND	POTASSIUM FERTILIZER NUTRIENT
55	25	UNIT	SUPPLEMENTAL WATERING
56	0.50	ACRE	SEEDING, CLASS 2A
57	2,432	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN
58	50	FOOT	STORM SEWERS, TYPE 1 (RCCP CLASS IV) 12 IN
59	25	EACH	CATCH BASINS TO BE RECONSTRUCTED
60	10	EACH	CATCH BASINS, TYPE A2, 4 FT DIA WITH FRAME &
			GRATE
61	10	EACH	CATCH BASINS, TYPE C, WITH FRAME AND GRATE
62	2,350	SQ.YD.	EROSION CONTROL BLANKET
63	15	EACH	FRAMES AND GRATES, TYPE 1 (CLOSED)
64	5	EACH	FRAMES AND GRATES, TYPE 1 (OPEN)
65	10	EACH	FRAMES AND GRATES, TYPE 23V
66	10	EACH	FRAMES AND GRATES, TYPE 24V
67	50	EACH	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL
68	10	EACH	WATERPROOFING SANITARY FRAMES AND LIDS TO
			BE ADJUSTED, SPECIAL
69	10	EACH	INLETS, TYPE A, WITH FRAMES AND GRATES

ITEM NO.	QUANTITY	UNIT	PAY ITEM
70	200	EACH	INLET FILTERS
71	2,000	FOOT	GRADING AND SHAPING DITCHES
72	10	EACH	MANHOLES TO BE ADJUSTED
73	2	EACH	MANHOLES TO BE RECONSTRUCTED
74	1	EACH	VALVE VAULTS, TYPE A, 5 FT DIA WITH FRAME
			AND GRATE
75	5	CU.YD.	TRENCH BACKFILL
76	250	EACH	CLEANING EXISTING CATCH BASINS
77	40	EACH	CLEANING EXISTING MANHOLES
78	1	L.SUM	TRAFFIC PROTECTION
79	230	SQ.FT.	MODIFIED URETHANE PAVEMENT MARKING -
			LETTERS AND SYMBOLS
80	400	FOOT	MODIFIED URETHANE PAVEMENT MARKING -
			LINE 12 IN
81	90	FOOT	MODIFIED URETHANE PAVEMENT MARKING -
			LINE 24 IN
82	25,200	FOOT	MODIFIED URETHANE PAVEMENT MARKING -
			LINE 4 IN
83	625	FOOT	MODIFIED URETHANE PAVEMENT MARKING -
			LINE 6 IN
84	10,130	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN
85	421	SQ.FT.	THERMOPLASTIC PAVEMENT MARKING - LETTERS
			AND SYMBOLS
86	600	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 12 IN
87	375	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 24 IN
88	41,300	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN
89	1,050	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 6 IN
90	1,050	FOOT	DETECTOR LOOP, TYPE I
91	4	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL
			INSTALLATION
92	1	L.SUM	CRUSHED STONE (TEMPORARY USE)
93	12,080	FOOT	SEALING EXISTING TRANSVERSE JOINT
94	200,000	UNIT	CONTRACT EXTRA WORK

COUNTY OF COOK
DEPARTMENT OF HIGHWAYS

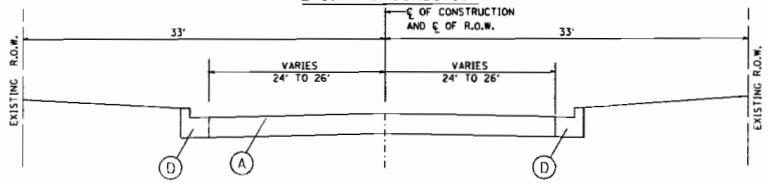
138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE
SUMMARY OF QUANTITIES

COMPUTED: _____ APPROVED _____ 2013
DRAWN: _____
CHECKED: _____

COUNTY HIGHWAY	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
B53	2013	4R	43

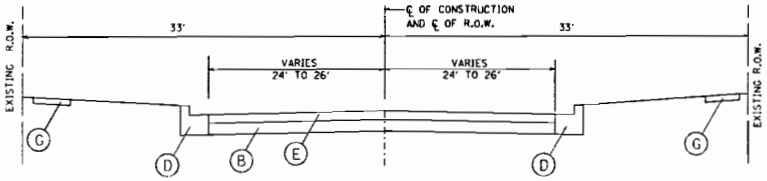
SECTION: 12-B5332-03-RP

EXISTING CONDITION



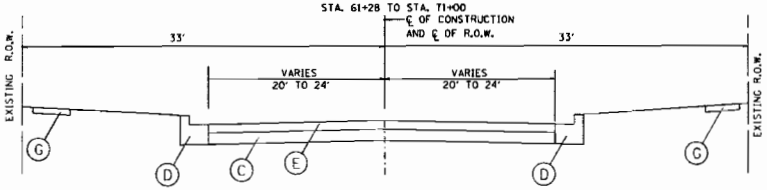
EXISTING TYPICAL CROSS SECTION

STA. 10+32 TO STA. 60+64



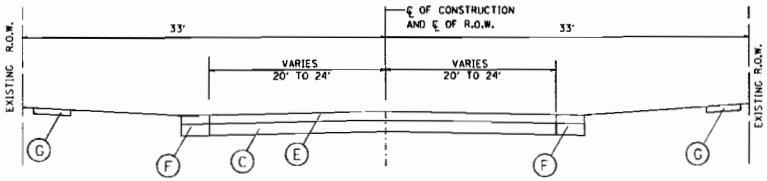
EXISTING TYPICAL CROSS SECTION

STA. 61+28 TO STA. 71+00



EXISTING TYPICAL CROSS SECTION

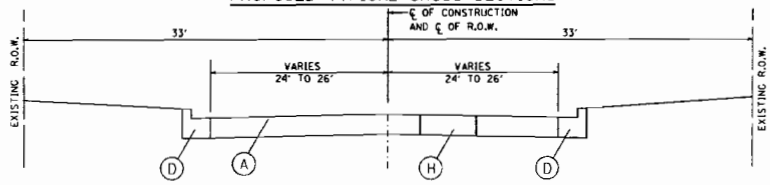
STA. 71+00 TO STA. 136+17



EXISTING TYPICAL CROSS SECTION

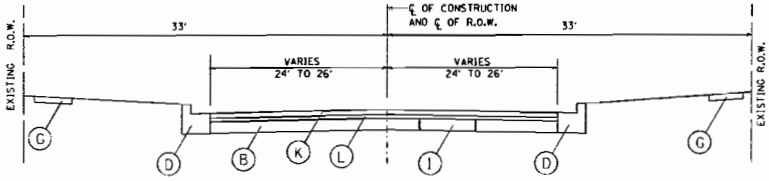
STA. 136+17 TO STA. 182+25

PROPOSED TYPICAL CROSS SECTIONS



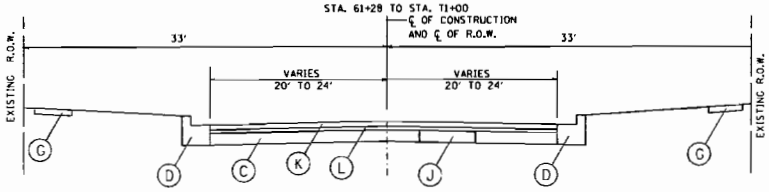
PROPOSED TYPICAL CROSS SECTION

STA. 10+32 TO STA. 60+64



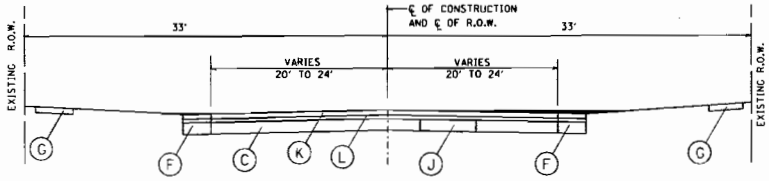
PROPOSED TYPICAL CROSS SECTION

STA. 61+28 TO STA. 71+00



PROPOSED TYPICAL CROSS SECTION

STA. 71+00 TO STA. 136+17



PROPOSED TYPICAL CROSS SECTION

STA. 136+17 TO STA. 182+25

LEGEND:

(A) EXISTING P.C.C. PAVEMENT
(B) EXISTING P.C.C. BASE COURSE WITH HMA SURFACE (TO BE REMOVED)
(C) EXISTING FLEXIBLE BASE COURSE WITH HMA SURFACE (TO BE REMOVED)
(D) EXISTING COMBINATION CONCRETE CURB AND GUTTER (TO BE REMOVED AND REPLACED AT HE DIRECTION OF THE ENGINEER)
(E) EXISTING HMA SURFACE (TO BE REMOVED)
(F) EXISTING HMA SHOULDERS (TO BE REMOVED)
(G) EXISTING P.C.C. SIDEWALK (TO BE REMOVED AND REPLACED AT THE DIRECTION OF THE ENGINEER)
(H) CLASS B PATCHES (AT THE DIRECTION OF THE ENGINEER)
(I) CLASS C PATCHES (AT THE DIRECTION OF THE ENGINEER)
(J) CLASS D PATCHES (AT THE DIRECTION OF THE ENGINEER)

LEGEND:

(K) HOT-MIX ASPHALT SURFACE COURSE, MIX D, IL-12.5 OR 9.5, NTO (1 1/2 IN.)
(L) HOT-MIX ASPHALT BINDER COURSE, IL-19, NTO (2 1/4 IN.)
(M) LEVELING BINDER (MACHINE METHOD), MIX "C", IL-12.5 OR 9.5, N50
(S) SODDING
(T) FURNISHING AND PLACING TOPSOIL (4 IN.)
— AS DIRECTED BY THE ENGINEER

COUNTY OF COOK
DEPARTMENT OF HIGHWAYS

138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE
TYPICAL CROSS SECTIONS

COMPUTED BS
DRAWN PL
CHECKED DS

NAME	EMAIL	ORGANIZATION	PHONE #
KARL PETERSON		COOK COUNTY	312 603 1714
BOB Bialek		Alamo Concrete	847 891 600
INGRID PETERSON		COOK COUNTY	312 603-1
LORUSSO		LORUSSO CEMENT CONT.	630-231-900
FRANK WILLIAMS		COOK COUNTY	312-603-1745
OCTAVIO PADILLA		"	"
JEFF KOLMODIN		GALLAGHER ASPHALT	7088777160
John Beissel		Cook County	312 603 1704
Keith Arquilla		D CONSTRUCTION INC	708-335.232
JAY MANN		PAN-OCEANIC ENG.	708-774-29
[illegible]		Cook County	312-603-1803
Tom Gavin III		Cook County	312-603-1829
SERGIO. SILVA	@cookcountyil.gov		(312) 603-5574
BOB MACK		COOK COUNTY	312-603-1711
JARRIE L. BROWN		COOK COUNTY Bd. of Ethics	312-603-1128

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

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

COUNTY OF COOK
BUREAU OF FINANCE

OFFICE OF THE CHIEF PROCUREMENT OFFICER

SHANNON E. ANDREWS
ACTING CHIEF PROCUREMENT OFFICER
County Building
118 North Clark Street, Room 1018
Chicago, Illinois 60602-1304
TEL: (312) 603-5370

January 25, 2013

ADDENDUM NO. 2

Cook County Contract No. 13-28-006

138th STREET
Ashland Avenue to Cottage Grove Avenue
Section 12-B5332-03-RP

This Addendum No. 2 revises the Bid documents. This Addendum No. 2 is issued to bidders of record prior to execution of contract and forms a part of contract documents and modifies previously issued Bid documents. Insofar as previously issued Bid documents are inconsistent with modifications indicated by this Addendum No. 2, modifications indicated by this Addendum No. 2 shall govern. Where any part of the Bid documents are modified by this Addendum No. 2, all unaltered provisions shall remain in effect.

This Addendum No. 2 provides 1 (one page) revised contract pages. Please take this information into consideration on your proposal. Please acknowledge this addendum in your proposal.

1. **ftp Site – Sheet 03R of 43** - The Contractor will be required to provide and maintain access to all private property during the construction period. This work shall be paid for at the contract unit bid price, Lump Sum, for Crushed Stone (Temporary Use). It has been estimated that 300 Tons of Crushed Stone (Temporary Use) will be needed for this improvement. This estimated quantity is given for the Bidder's information only and the County takes no responsibility for its accuracy. The application shall conform to the Special Provision for Crushed Stone (Temporary Use). (1 page)

Printed on Recycled Paper

COUNTY HIGHWAY	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
863	2013	3R	43

SECTION 12-85332-02-PP

GENERAL NOTES

1. THIS IS A QCQA PROJECT UTILIZING HOT-MIX ASPHALT MIXTURES. THE SCOPE OF WORK FOR THIS IMPROVEMENT CONSISTS OF PCC B PATCHING, CRACK SEALING, JOINT REPAIR AND DIAMOND GRINDING; BETWEEN ASHLAND AVENUE AND HALSTED STREET. PROVISIONS ALSO INCLUDE THE REMOVAL OF THE EXISTING HOT-MIX ASPHALT SURFACE TO A DEPTH OF 3-3/4 INCHES; BETWEEN HALSTED STREET AND COTTAGE GROVE AVENUE. THE EXISTING DISTRESSED PAVEMENT BASE WILL BE REPAIRED WITH CLASS C PATCHES (10 IN.), BETWEEN HALSTED STREET AND WALLACE AVENUE; AND CLASS D PATCHES (10 IN.), BETWEEN WALLACE AVENUE AND COTTAGE GROVE AVENUE. THEN THE ROADWAY, BETWEEN HALSTED STREET AND COTTAGE GROVE AVENUE, WILL BE RESURFACED WITH 1-1/2 INCHES OF HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70 AND 2-1/4 INCHES OF HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70. ALSO INCLUDED ARE DRAINAGE ADDITIONS AND ADJUSTMENTS, PAVEMENT MARKING, TRAFFIC PROTECTION AND RELATED ROAD WORKS.
2. STANDARD SPECIFICATIONS REFER TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED JANUARY 1, 2012 AND ALL ADDENDA AND SUPPLEMENTAL SPECIFICATIONS.
3. THE PLANS SHOW TYPICAL LOCATIONS FOR CLASS B PATCHES, CURB AND GUTTER REMOVAL AND REPLACEMENT, CONCRETE REMOVAL AND REPLACEMENT WITH P.C. CONCRETE PAVEMENT (10 IN.), DRAINAGE STRUCTURE ADJUSTMENTS, MEDIAN REMOVAL AND REPLACEMENT AND OTHER COLLATERAL WORK. THE ACTUAL LOCATIONS OF ALL REQUIRED WORK SHALL BE IDENTIFIED BY THE ENGINEER AFTER COMPLETE INVESTIGATION OF EXISTING CONDITIONS. PAVEMENT REPAIR AREAS SHALL BE MARKED BY THE ENGINEER AFTER THE PROPER TRAFFIC PROTECTION DEVICES ARE ESTABLISHED.
4. CARE SHOULD BE TAKEN IN REMOVING THE EXISTING CONCRETE PAVEMENT SO AS NOT TO DAMAGE ANY CONCRETE PAVEMENT, CURB AND GUTTER, OR REINFORCEMENT BARS THAT REMAIN IN PLACE. WHENEVER ANY TIE BARS ARE MISSING THEY SHALL BE REPLACED WITH NO. 5 TIE BARS AT 24 IN. CENTERS IN ACCORDANCE WITH THE LONGITUDINAL CONSTRUCTION JOINT DETAIL ON IDOT STANDARD NO. 420001 AND ARTICLE 420.05(B) OF THE STANDARD SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER. DOWEL BARS SHALL BE DRILLED AND INSERTED IN ACCORDANCE WITH IDOT STANDARD NO. 442101-07 AND AS DIRECTED BY THE ENGINEER. THE FURNISHING AND INSTALLING OF TIE BARS AND DOWEL BARS SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED WITHTHE CONTRACT UNIT BID PRICE PER SQ. YD. OF P.C. CONCRETE PAVEMENT (10 IN.) AND CLASS B PATCHES (10 IN.).
5. PATCHES EXCEEDING 40 FEET IN LENGTH PER FULL WIDTH LANE SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT BID PRICE PER SQ. YD. OF PAVEMENT REMOVAL AND PER SQ. YD. OF P.C. CONCRETE PAVEMENT (10 IN.). PATCHES MEASURING 40 FEET AND LESS IN LENGTH SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT BID PRICE PER SQ. YD. OF CLASS B PATCHES (10 IN.) OF THE PROPER TYPE. THE EXISTING PAVEMENT SHALL BE SAW CUT TRANSVERSELY FULL DEPTH AT EACH END OF A LANE PATCH. IF A TWO-LANE STAGE REMOVAL IS REQUIRED, THE LONGITUDINAL JOINT SHALL BE CUT FULL DEPTH. ALL FULL DEPTH SAWING SHALL BE INCLUDED WITH THE CONTRACT UNIT BID PRICE PER SQ. YD. OF PAVEMENT REMOVAL OR CLASS B PATCHES, WHICH SHALL INCLUDE EXCAVATION AND DISPOSAL OF THE EXISTING DISTRESSED PAVEMENT.
6. IN THE EVENT THAT UNSUITABLE MATERIALS, INCLUDING VOIDS, SOFT SPOTS OR OTHER DEFECTS, ARE ENCOUNTERED IN THE AREA OF CLASS B or C PATCHING, THE ENGINEER SHALL DIRECT THE CONTRACTOR TO REMOVE AND REPLACE THE UNSUITABLE MATERIALS WITH SUBBASE GRANULAR MATERIAL, TYPE B (6 IN.). A QUANTITY OF 1,015 SQ. YD. OF SUBBASE GRANULAR MATERIAL, TYPE B (6 IN.) HAS BEEN INCLUDED IN THE SUMMARY OF QUANTITIES FOR THIS PURPOSE. THE COST OF REMOVAL AND DISPOSAL OF THESE UNSUITABLE MATERIALS SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE UNIT PRICE PER SQ. YD. FOR SUBBASE GRANULAR MATERIAL, TYPE B (6 IN.). DISPOSAL OF UNSUITABLE MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 202.03 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
7. AS INDICATED IN ARTICLE 442.06(A)(2) OF THE IDOT STANDARD SPECIFICATIONS FOR CLASS B PATCHES, PAVEMENT FABRIC SHALL BE PLACED IN ALL TYPE III AND TYPE IV PATCHES. FURNISHING AND PLACING OF PAVEMENT FABRIC IN CLASS B PATCHES, TYPE III AND TYPE IV SHALL BE PAID FOR AT THE CONTRACT UNIT BID PRICE PER SQ. YD. OF PAVEMENT FABRIC. A SUFFICIENT QUANTITY OF PAVEMENT FABRIC HAS BEEN ADDED TO THE SUMMARY OF QUANTITIES FOR THIS PURPOSE.
8. ALL CONCRETE PATCHING SHALL BE REMOVED AND REPLACED TO MEET EXISTING LONGITUDINAL JOINTS. ADDITIONAL TRAFFIC CONTROL WHICH MAY BE REQUIRED TO MEET THE ABOVE MENTIONED CONSTRUCTION REQUIREMENT SHALL NOT BE PAID FOR SEPARATELY, BUT CONSIDERED INCLUDED IN THE CONTRACT UNIT BID PRICE FOR TRAFFIC PROTECTION.
9. CRACKS IN AREAS NOT DESIGNATED FOR REPLACEMENT SHALL BE CLEANED AND SEALED. THIS WORK SHALL BE PAID FOR PER FOOT FOR CRACK AND JOINT ROUTING AND SEALING.
10. ONLY EXISTING PAVEMENT, BASE COURSES AND DRIVEWAY PAVEMENTS COMPOSED OF PORTLAND CEMENT CONCRETE SHALL BE MEASURED AND PAID FOR AS PAVEMENT REMOVAL AND DRIVEWAY PAVEMENT REMOVAL IN ACCORDANCE WITH SECTION 440 OF THE STANDARD SPECIFICATIONS. THE REMOVAL OF EXISTING BITUMINOUS PAVEMENT, BITUMINOUS DRIVEWAYS, MEDIANS AND STREET RETURNS SHALL BE PAID FOR AS EARTH EXCAVATION.
11. ALL BREAKS IN EDGE OF PAVEMENT AND MEDIAN ALIGNMENT SHALL BE TRANSITIONED BY MEANS OF A 40-FOOT CURVE.
12. ALL PAVEMENT STUBS SHALL BE 2'-0".
13. THE CONTRACTOR IS DIRECTED TO TELEPHONE J.U.L.I.E. (800-892-0123) FOR UTILITY LOCATIONS.
14. CURB AND GUTTER SHALL BE REMOVED AND REPLACED AT LOCATIONS DIRECTED BY THE ENGINEER. FULL DEPTH SAWING OF THE CURB AND GUTTER SHALL BE INCLUDED WITH THE PAY ITEM OF COMBINATION CONCRETE CURB AND GUTTER REMOVAL. WHERE CURB BARS DO NOT EXIST OR ARE CORRODED BEYOND 25% SECTION LOSS, THEY SHALL BE REPLACED WITH NO. 5 TIE BARS AT 24 IN. CENTERS IN ACCORDANCE WITH THE LONGITUDINAL CONSTRUCTION JOINT DETAIL ON IDOT STANDARD NO. 420001 AND ARTICLE 420.10(B) OF THE STANDARD SPECIFICATIONS. NO ADDITIONAL PAYMENT FOR DRILLING AND REPLACEMENT OF BARS SHALL BE MADE. TRANSVERSE EXPANSION JOINTS ARE TO BE INSTALLED WHEREVER EXISTING CURB AND GUTTER ABUTS NEW REPLACEMENT CURB AND GUTTER. PAYMENT FOR THE TRANSVERSE CONTRACTION JOINTS SHALL BE INCLUDED WITH THE PAY ITEM FOR THE REPLACEMENT COMBINATION CONCRETE CURB AND GUTTER.
15. PRIOR TO DIAMOND GRINDING, SEALANT IN EXISTING CONTRACTION JOINTS SHALL BE REMOVED AND UPON INSPECTION BY THE ENGINEER, RESEALED AFTER DIAMOND GRINDING. THIS WORK SHALL BE PAID FOR PER FOOT FOR SEALING EXISTING TRANSVERSE JOINT.
16. WHEN ORDERED BY THE ENGINEER, THE CONTRACTOR SHALL USE THE FOLLOWING METHOD TO ALLAY DUST AND PREVENT A NUISANCE WITHIN THE LIMITS OF THE CONSTRUCTION SITE. DUST SHALL BE CONTROLLED BY THE UNIFORM APPLICATION OF SPRINKLED WATER AND SHALL BE APPLIED ONLY WHEN DIRECTED BY THE ENGINEER, IN A MANNER MEETING HIS APPROVAL. CALCIUM CHLORIDE SHALL NOT BE USED FOR THIS PURPOSE. ALL EQUIPMENT USED FOR THIS WORK SHALL MEET WITH THE ENGINEER'S APPROVAL. THIS WORK SHALL CONSIST OF THE EXCLUSIVE CONTROL OF DUST RESULTING FROM CONSTRUCTION OPERATIONS AND IS NOT INTENDED FOR USE IN THE COMPACTION OF EARTH EMBANKMENTS, AS SPECIFIED UNDER ARTICLE 205 OF THE STANDARD SPECIFICATIONS. NO EXTRA COMPENSATION SHALL BE ALLOWED THE CONTRACTOR FOR THIS WORK.
17. IT IS ESTIMATED 300 FEET OF EXISTING GUARDRAIL WITH POSTS AND FITTINGS ARE TO BE REMOVED WITHIN THE LIMITS SHOWN ON PLAN OR AT THE DIRECTION OF THE ENGINEER. EXISTING RAILS, POSTS AND FITTINGS WILL NOT BE REUSED WITHIN THE IMPROVEMENT. THE EXISTING GUARDRAIL SHALL BE REMOVED BY THE CONTRACTOR AND DISPOSED OF BY HIM AT HIS EXPENSE AND A SALVAGE VALUE OF THE REMOVED GUARDRAIL POSTS AND FITTINGS SHALL BE REFLECTED IN THE CONTRACT UNIT BID PRICE PER FEET FOR STEEL PLATE BEAM GUARDRAIL REMOVAL.
18. EXISTING SIDEWALK SHALL BE REMOVED AND REPLACED 5 FT. BEYOND EXISTING KEYSTONE CORNERS, AS DIRECTED BY THE ENGINEER. ALL PROPOSED SIDEWALKS SHALL BE FIVE INCHES IN THICKNESS UNLESS OTHERWISE NOTED.
19. CARE SHALL BE TAKEN TO PROVIDE FOR A STRAIGHT EDGE BUTT WHERE PROPOSED PAVEMENT MEETS EXISTING HOT-MIX ASPHALT PAVEMENT. THIS CUTTING SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE BID PER FOOT OF CUTTING HOT-MIX ASPHALT SURFACE.
20. BITUMINOUS MATERIALS (PRIME COAT) IS TO BE APPLIED OVER THE MILLED PAVEMENT SURFACE PRIOR TO THE PLACEMENT OF LEVELING BINDER OR HMA BINDER COURSE. THE AREA TO BE PRIMED SHALL BE LIMITED TO THAT WHICH CAN BE COVERED WITH HMA THE SAME DAY UNLESS OTHERWISE PERMITTED BY THE ENGINEER. REGARDLESS OF THE TYPE OF BITUMINOUS MATERIAL USED FOR THE PRIME COAT. ALSO, DUE TO CONSTRUCTION STAGING, THE CONTRACTOR MAY BE REQUIRED TO APPLY PRIME COAT PRIOR TO PLACEMENT OF THE HMA SURFACE COURSE. A QUANTITY OF 25,500 GALLONS OF BITUMINOUS MATERIALS (PRIME COAT) HAS BEEN INCLUDED IN THE SUMMARY OF QUANTITIES FOR THIS WORK, TO BE USED AS DIRECTED BY THE ENGINEER.
21. REMOVAL OF THE EXISTING HOT-MIX ASPHALT SURFACE (3 3/4 INCHES) SHALL BE PERFORMED OVER THE LENGTH BETWEEN HALSTED STREET AND COTTAGE GROVE AVENUE AS DIRECTED BY THE ENGINEER. A QUANTITY OF 51,170 SQUARE YARDS OF HOT-MIX ASPHALT SURFACE REMOVAL HAS BEEN INCLUDED IN THE SUMMARY OF QUANTITIES FOR THIS WORK.
22. LEVELING BINDER (MACHINE METHOD) WILL BE PLACED OVER MILLED SURFACES ONLY AT THE DIRECTION OF THE ENGINEER.
23. BUTT JOINTS SHALL BE INSTALLED AT THE END OF THE RESURFACING (WHERE RESURFACING MEETS EXISTING PAVEMENT) IN ACCORDANCE WITH THE "DETAIL OF TEMPORARY BUTT JOINT" AND SHALL BE PAID FOR AS TEMPORARY BUTT JOINTS.
24. INTERSECTIONS AND ENTRANCES THAT ARE TO BE RESURFACED SHALL BE CONSTRUCTED SIMULTANEOUSLY WITH THE ADJACENT MAINLINE PAVEMENT.
25. ALL ENTRANCES SHALL BE KEPT OPEN TO TRAFFIC DURING THE CONSTRUCTION PERIOD AS DIRECTED BY THE ENGINEER.
26. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE SPECIAL PROVISION FOR "TREATMENT OF CRACKS" FOR WORK RELATED TO THE SEALING OF TRANSVERSE AND LONGITUDINAL CRACKS WITHIN THE EXISTING PAVEMENT AREAS. IT IS THE INTENT OF THE DEPARTMENT TO REHABILITATE EXISTING CRACKS PRIOR TO OVERLAYING WITH LEVELING BINDER (MACHINE METHOD) OR BINDER COURSE.
27. ALL PAVEMENT CRACKS THAT ARE LESS THAN ¼ INCH WIDE SHALL BE SEALED WITH JOINT OR CRACK FILLING AT THE DIRECTION OF THE ENGINEER. THE COST OF ROUTING SHALL NOT BE PAID FOR SEPARATELY, BUT BE CONSIDERED INCLUDED IN THE CONTRACT UNIT PRICE BID, PER POUND, FOR JOINT OR CRACK FILLING, WHICH SHALL INCLUDE ROUTING, CLEANING THE CRACKS, FURNISHING AND POURING THE SEALANT.
28. ALL OPEN CRACKS AND JOINTS IN THE PAVEMENT HAVING A WIDTH OF ¼ INCH AND GREATER SHALL BE CLEANED AND FILLED WITH MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS AT THE DIRECTION OF THE ENGINEER, AND AT LEAST 24 HOURS PRIOR TO PLACING THE LEVELING BINDER (MACHINE METHOD) OR BINDER COURSE. THIS WORK SHALL BE PAID FOR AT THE CONTRACT BID PRICE, PER TON, FOR MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS.
29. THE CONTRACTOR SHALL RESURFACE MILLED PAVEMENT WITHIN 10 CALENDAR DAYS.
30. FOR HOT-MIX ASPHALT MIXTURE REQUIREMENTS, SEE THE TABLE.

MAINTENANCE OF TRAFFIC NOTES

1. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE DEPARTMENT'S INTENT TO KEEP THE ROADWAY OPEN FOR ALL TRAFFIC AT ALL TIMES, EXCEPT DURING CONSTRUCTION OPERATIONS. DURING CONSTRUCTION OPERATIONS, FROM ASHLAND AVE TO HALSTED STREET, ONLY ONE LANE IN EACH DIRECTION SHALL BE ALLOWED TO CLOSE FOR TRAFFIC. WHILE DURING CONSTRUCTION OPERATIONS FORM HALSTED STREET TO COTTAGE GROVE AVENUE, AT LEAST ONE LANE SHALL BE MAINTAINED FOR TRAFFIC MOVING ALTERNATIVELY IN BOTH DIRECTIONS. ANY SHORT-TERM CONSTRUCTION ACTIVITY THAT REQUIRES ENCROACHMENT ON THE LANES OPEN FOR TRAFFIC SHALL BE RESTRICTED TO WITHIN THE HOURS OF 9:00 A.M. TO 3:00 P.M. LANE CLOSURES SHALL BE IN ACCORDANCE WITH THE APPLICABLE I.D.O.T. TRAFFIC CONTROL STANDARDS.
2. DURING CONSTRUCTION, EXCLUSIVE LEFT TURN LANES AT HALSTED STREET (SIGNALIZED INTERSECTION) SHALL BE MAINTAINED.
3. DURING PAVEMENT PATCHING OPERATIONS, THE CONTRACTOR IS DIRECTED TO STAGE WORK SUCH THAT CONSTRUCTION OCCURS ON EITHER THE OUTSIDE LANES OR THE INSIDE LANES IN EACH DIRECTION. ALL PATCHING WORK IN ONE STAGE MUST BE COMPLETED PRIOR TO START OF PATCHING WORK IN SUBSEQUENT STAGE.
4. ALL INTERSECTING STREETS SHALL BE KEPT OPEN TO TRAFFIC, AS DIRECTED BY THE RESIDENT ENGINEER.
5. DURING CONSTRUCTION, TEMPORARY PAVEMENT MARKINGS SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE PAY ITEM "TRAFFIC PROTECTION". TEMPORARY PAVEMENT MARKINGS ON TEMPORARY PAVEMENT SURFACES OR ON PAVEMENT SURFACES THAT WILL BE PATCHED OR DIAMOND GROUND, AS PART OF THIS CONTRACT MAY BE PAINT OR TAPE. TEMPORARY PAVEMENT MARKINGS ON FINAL PAVEMENT SURFACES OR NON-IMPROVEMENT PAVEMENT SURFACES AS A PART OF THIS CONTRACT MUST BE TAPE.
6. PAVEMENT MARKING TAPE, TYPE III, IF REQUIRED AND AT THE DIRECTION OF THE RESIDENT ENGINEER, SHALL BE APPLIED TO THE FINAL PAVEMENT SURFACE PRIOR TO APPLICATION OF PERMANENT PAVEMENT MARKING, IN ACCORDANCE WITH SECTIONS 703 AND 1095 OF THE STANDARD SPECIFICATIONS. THE COST OF REMOVAL OF THE TAPE SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT UNIT PRICE PER FOOT OF PAVEMENT MARKING TAPE, TYPE III.
7. THE PERMANENT PAVEMENT MARKING SHALL BE APPLIED TO THE FINAL FINISHED SURFACE ONLY AFTER THE COMPLETION OF THE DIAMOND GRINDING WORK AND RESURFACING WORK.
8. THE CONTRACTOR SHALL NOTIFY THE COOK COUNTY TRAFFIC OPERATIONS DIVISION AT (708)974-6882 OR (312) 603-1660, TEN (10) DAYS PRIOR TO THE ESTIMATED DATE THAT THE ROADWAY WILL BE READY FOR THE APPLICATION OF PERMANENT PAVEMENT MARKING.
9. "DRIVEWAY ENTRANCE" SIGNS SHALL BE MAINTAINED FOR ALL ACCESS POINTS TO COMMERCIAL PROPERTY.

TRAFFIC SIGNAL NOTES

1. THE CONTRACTOR SHALL INFORM THE CCHD DESIGN ENGINEER AT (312)603-1730 PRIOR TO THE START OF ANY WORK ON THE CONTRACT. A MINIMUM OF FIVE (5) WORKING DAYS ADVANCED NOTICE IS REQUIRED.
2. THE CONTRACTOR SHALL MARK LOCATIONS OF LOOPS AND CONTACT THE CCHD TRAFFIC SIGNAL ENGINEER AT (312)603-1730 FOR 138TH STREET AND SCHOOL STREET AND THE IDOT TRAFFIC SIGNAL ENGINEER AT (847)705-4508 FOR 138TH STREET AND ASHLAND AVENUE, 138TH STREET AND HALSTED STREET, 138TH STREET AND INDIANA AVENUE . THIS IS FOR LOCATION APPROVAL PRIOR TO THE CUTTING OF THE LOOPS. A MINIMUM OF FIVE (5) WORKING DAYS ADVANCE NOTICE IS REQUIRED.
3. VEHICLE LOOP DETECTOR SHALL BE COMPATISLE WITH THE CONTROL EQUIPMENT.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE EXISTING TRAFFIC SIGNAL INSTALLATION.
5. ALL ELECTRICAL CABLE SHALL HAVE POLYVINYL CHLORIDE JACKET.
6. THE CORNERS OF ALL NEW DETECTOR LOOPS SHALL BE CORE DRILLED INCLUDING PAVEMENT JOINTS AND CRACKS.
7. ALL EXISTING LOOP DETECTORS ARE TO BE ANALYZED AND RE-CUT IF NECESSARY.
8. THE EXACT LOCATIONS OF ALL UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION OF ANY COMPONENTS OF THE TRAFFIC SIGNAL SYSTEM. FOR THE LOCATIONS OF THE UTILITIES, CALL J.U.L.I.E. TOLL FREE AT 1-800-892-0123.
9. CARE IS TO BE TAKEN AS NOT TO DAMAGE ANY OF THE EXISTING TRAFFIC SIGNAL CONDUITS, DETECTORS AND EQUIPMENT. IF ANY OF THE TRAFFIC SIGNAL CONDUIT AND/OR EQUIPMENT IS DAMAGED, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE THE CONDUIT AND/OR EQUIPMENT AT NO COST TO THE COUNTY OR STATE.
10. THE QUANTITY OF DETECTOR LOOP, TYPE I MAY BE ADJUSTED, IF THE EXISTING LOOPS CAN BE REUSED. THE USE OF THIS ITEM WILL BE AT THE DIRECTION OF THE ENGINEER.

LANDSCAPING NOTES

1. ALL DISTURBED AREAS INDICATED ON THE CROSS-SECTIONS TO BE SEEDED SHALL INCLUDE FERTILIZER NUTRIENTS AND SUPPLEMENTAL WATERING. FERTILIZER NUTRIENTS AND SUPPLEMENTAL WATERING SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST PER SQ. YD. FOR SEEDING. SUPPLEMENTAL WATERING IS TO BE USED AFTER INITIAL WATERING (AS SPECIFIED AND DIRECTED BY THE ENGINEER) SHALL BE APPLIED AT THE RATE OF 10 GALLONS PER SQUARE YARD OF SODDING. SODDED SLOPES WHICH ARE 2:1 OR STEEPER SHALL BE STAKED.
2. FOUR INCHES (4") OF TOPSOIL SHALL BE SPREAD ON ALL DISTURBED AREAS, AS DIRECTED BY THE ENGINEER. THIS WORK WILL BE PAID FOR AT THE CONTRACT UNIT PRICE, PER CU. YD., FOR FURNISHING AND PLACING TOPSOIL.
3. FERTILIZER NUTRIENTS FOR SEEDING AND SODDING: USE A FERTILIZER WITH AN ANALYSIS OF 1:1:1 RATIO.
   RATES PER ACRE:
   i. 60 LBS. NITROGEN FERTILIZER NUTRIENT
   ii. 60 LBS. PHOSPHOROUS FERTILIZER NUTRIENT
   iii. 60 LBS. POTASSIUM FERTILIZER NUTRIENT

BITUMINOUS MIX REQUIREMENTS

PAY ITEM	AC TYPE	RAP % (MAX.)	DESIGN AIR VOIDS
HOT- MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70	PG 64-22	10%	4% AT 70 GYRATIONS
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	PG 64-22	15%	4% AT 70 GYRATIONS
LEVELING BINDER, (MACHINE METHOD), IL-9.5, N50	PG 64-22	15%	4% AT 50 GYRATIONS
HOT- MIX ASPHALT SHOULDERS, IL-19.0, N30	PG 58-22	50%	2% AT 30 GYRATIONS
CLASS D PATCHES	PG 64-22	25%	4% AT 50 GYRATIONS

NOTE:
THE CONTRACTOR WILL BE REQUIRED TO PROVIDE AND MAINTAIN ACCESS TO ALL PRIVATE PROPERTY DURING THE CONSTRUCTION PERIOD. THIS WORK SHALL BE PAID FOR AT THE CONTRACT UNIT BID PRICE, LUMP SUM, FOR CRUSHED STONE (TEMPORARY USE). IT HAS BEEN ESTIMATED THAT 300 TONS OF CRUSHED STONE (TEMPORARY USE) WILL BE NEEDED FOR THIS IMPROVEMENT. THIS ESTIMATED QUANTITY IS GIVEN FOR THE BIDDER'S INFORMATION ONLY AND THE COUNTY TAKES NO RESPONSIBILITY FOR ITS ACCURACY. THE APPLICATION SHALL CONFORM TO THE SPECIAL PROVISION FOR CRUSHED STONE (TEMPORARY USE).

COUNTY OF COOK
DEPARTMENT OF HIGHWAYS

138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE
GENERAL NOTES

COMPUTED: _____ APPROVED: _____ 2013
DRAWN: _____
CHECKED: _____

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COUNTY OF COOK

CHICAGO, ILLINOIS
NOTICE

TO CONTRACTORS FOR A COUNTY HIGHWAY IMPROVEMENT

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

Until **10:00 A.M. (Local Time) Wednesday, January 30, 2013** and then publicly opened and read aloud

Improvement **138TH STREET** Township: **CALUMET, HYDE PARK AND THORNTON**

From: **ASHLAND AVENUE** To: **COTTAGE GROVE AVENUE**

Route **B53** Section: **12-B5332-03-RP**

Cook County Purchasing Contract No.: **13-28-006**

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 138th Street begins at Station 10+32, a point on the centerline of 138th Street approximately 32.0 feet east of the centerline of Ashland Avenue and continues along the centerline of 138th Street from Ashland Avenue in an easterly direction to Station 182+25, a point approximately 130.5 feet west of the centerline of Cottage Grove Avenue for a total distance of 17,193 feet of which 17,150 feet (3.248 miles) is to be improved, located in the City of Chicago, Village of Dolton, Village of Riverdale and Calumet, Hyde Park and Thornton Townships, Cook County, Illinois.

DESCRIPTION OF IMPROVEMENT

This is a QC/QA Project utilizing Hot-Mix Asphalt mixtures. The scope of work for this improvement consists of PCC B Patching, crack sealing, joint repair and Diamond Grinding; between Ashland Avenue and Halsted Street. Provisions also include the removal of the existing hot-mix asphalt surface to a depth of 3-3/4 inches; between Halsted Street and Cottage Grove Avenue. The existing distressed pavement base will be repaired with Class C Patches (10 In.), between Halsted Street and Wallace Avenue; and Class D Patches (10 In.), between Wallace Avenue and Cottage Grove Avenue. Then the roadway, between Halsted Street and Cottage Grove Avenue, will be resurfaced with 1-1/2 inches of Hot-Mix Asphalt Surface Course, Mix "D", IL-12.5 or 9.5, N70 and 2-1/4 inches of Hot-Mix Asphalt Binder Course, IL-19.0, N70. Also included are drainage additions and adjustments, pavement marking, traffic protection and related road works.

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAY
SPECIAL PROVISION CHECK LIST
EFFECTIVE January 1, 2013 V 2013.1
JOE ORR ROAD (OLD)
Blue Stem Parkway to Torrence Avenue
Section: 12-B6736-04-RS

	No.	Description	Origin and Date Last Revised
X	1	Definition of Terms, Information for Bidders	(CC) Dec. 27, 2012
X	2	Bidding Requirements and Conditions For Contract Proposals	(IL-CC) Nov. 15, 2012
X	3	* Pre-Bid Meeting	(CC) Nov. 15, 2012
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) Nov. 15, 2012
	8b	*MBE/WBE Business Participation	(CC) Jan. 26, 2012
X	9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)	(IL-CC) Nov. 15, 2012
X	10	Insurance Requirements	(CC) Nov. 15, 2012
	10a	Township Insurance Requirements	(CC) Nov. 15, 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) Nov. 15, 2012
X	14	Addendum Receipt	(CC) Dec. 28, 2009
	15	ARRA Provisions	(IL) Current
X	16	* Combination Bidding Process	(IL-CC) Jan. 1, 2006
X	17a	Prompt Pay Mechanisms (Non-Federal Aid)	(CC) Dec. 27, 2012
	18-22	Not Used	
X	23	Contract Claims	(IL-CC) Mar. 19, 2012
X	24	Pre-Construction Conference	(CC) Mar. 18, 1980
X	25	Mobilization	(CC) Oct. 20, 2009
	26	Contract Extra Work	(CC) Dec. 5, 2012
X	27	Construction Air Quality Diesel Vehicle Emissions Control (Green Construction Ordinance)	(CC) Dec. 1. 2009
	28	Processing of Extra Work Payment Requests	(CC) Dec. 6, 2012
X	29	Construction Layout Stakes and Survey Control Points	(CC) July 1, 2012
X	30	* Municipal Coordination/Transfer of Jurisdiction and/or Maintenance	(CC) July 15, 2000
X	31	Engineer's Field Office	(CC) July 1, 2012
X	32	Construction Debris	(CC) July 1, 2006
	33	*Clean Construction and Demolition Debris	(CC) July 1, 2012

	No.	Description	Origin and Date Last Revised
	34-44	Not Used	
	45	Portland Cement Concrete Pavement	(CC) July 1, 2012
	46	Managing Concrete Waste	(CC) Jan 1, 2009
	47	Class B Patches, Special	(CC) Jan. 1, 2008
	48	Class C Patches, Special	(CC) Jan 1, 2008
	49	Pavement Removal and Replacement (10Inch)	(CC) Jan 1, 2008
	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 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) Mar. 1, 2008
	59	Survey Monuments	(CC) April 1, 2008
	60	Soils Information	(CC) July 1, 2012
	61	Stockpiled Embankment	(CC) July 1, 2012
	62	Borrow Excavation	(CC) July 1, 2000
	63	Crushed Stone (Temporary Use)	(CC) Jan 1, 2008
	64	Aggregate Subgrade, (12 INCH)	(IL) Current
	65	Expanded Polystyrene Fill	(CC) May 1, 2003
	66	Cellular Concrete Fill	(CC) July 1, 2006
	67	GEO-GRID Subgrade Reinforcing Mat	(CC) May 1, 2003
	68	Earth Excavation (Special)	(CC) July 1, 2011
	69	P.C.C. Surface Finish	(CC) April 7, 2010
	70	Traffic Barrier Terminal, Type 1, Special	(IL-CC) Jan. 1, 2008
X	71	*Scheduling and Landscaping	(CC) January 1, 2008
X	72	Cutting Hot-Mix Asphalt Surface	(CC) Jan. 1, 2008
	73	Hot-Mix- Asphalt Driveway Surface Removal	(CC) July 1, 2012
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 by the Heater Scarifying Overlay Method	(CC) July 1, 2011
	77	Treatment of Cracks	(CC) Jan. 1, 2008
	78	Strip Reflective Crack Control Treatment, Special	(CC) May 1, 2003
	79	Cold Recycled In-Place Bituminous Base Course	(CC) Oct. 1, 2009
	80	Temporary By-Pass Pavement (Non-Federal Aid)	(CC) Jan 1, 2008
	81	Temporary By-Pass Pavement (Federal Aid)	(CC) July 1, 2011

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

	No.	Description	Origin and Date Last Revised
	157	Water Main for Installation in the City of Chicago	(CC) Dec. 21, 2009
	158	Frames, City Electric in the City of Chicago	(CC) July 1, 2012
	159	Lids, City Electric in the City of Chicago	(CC) April 14, 2009
	160	Lids and Lids, ADA Compliant in the City of Chicago	(CC) April 14, 2009
	161	Various City Drainage and Utility Structure Adjustments in the City of Chicago	(CC) Dec. 21, 2009
	162	Storm Sewer Installation in the City of Chicago	(CC) Dec. 1, 2009
	163	Boring and Jacking Storm Sewers, Sanitary Sewers or Water Mains	(CC) Dec. 1, 2007
	164	Storm Sewers Jacked in Place (Over 36 In. Dia.)	(CC) Dec. 21, 2009
	165	Storm Sewer Drilled and Pushed (36 In. Dia. Max.)	(CC) Dec. 1, 2007
	166	Storm Sewers, Abandon and Fill	(CC) Dec. 21, 2007
	167	Storm Sewer to be Televised	(CC) July 1, 2012
	168	Connecting Existing Field Drain Tile	(CC) July 1, 2012
	169	Plugging Existing Drains and Sewers	(CC) Dec. 1, 2007
X	170	Blocking Existing Drains and Sewers	(CC) Dec. 21, 2009
	171	Manholes to be Reconstructed, Special; Catch Basins to be Reconstructed, Special; Valve Vaults to be Reconstructed, Special	(CC) Dec. 1, 2007
	172	Not Used	
	173	Manholes, Type A, with Restrictor Plate, Frames and Lids	(CC) July 1, 2012
	174	Not Used	
X	175	Lids and Frames and Lids	(CC) Dec. 1, 2007
X	176	Frames and Lids to be Adjusted, Special	(CC) Dec. 21, 2009
	177	Headwall Inlet and Grate	(CC) July 1, 2012
X	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
X	180	Pavement Replacement	(CC) July 1, 2011
	181	Duck Bill Elastomeric Check Valve	(CC) July 1, 2012
	182	Catch Basin Oil and Debris Hoods	(CC) July 1, 2012
	183	Frames and Lids to be Adjusted, Special (Pavement Recycling)	(CC) January 1, 2013
	184	Not Used	
X	185	* Cooperation With Utilities	(CC) Feb. 10, 2012
	186	Water Valve Boxes to be Adjusted and Domestic Meter Vaults to be Adjusted	(CC) Dec. 21, 2009
X	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
X	190	Water Main Installation	(CC) Dec. 1, 2009
	191	Fire Hydrants Vertical Adjustment	(CC) Dec. 21, 2009
	192	Sanitary Sewer Installation	(CC) July 1, 2012
	193	Sanitary Manholes	(CC) Dec. 21, 2009

	No.	Description	Origin and Date Last Revised
	194	Waterproofing of Existing Sanitary Manholes	(CC) July 1, 2012
	195-199	Not Used	
X	200	Cleaning Existing Manholes, Catch Basins or Inlets and Cleaning Existing Storm Sewer and Pipe Culverts	(CC) Dec. 1, 2008
	201	Not Used	
	202	* National Pollutant Discharge Elimination System	(CC) January 1, 2012
	203	Not Used	
	204	Maintaining Drainage and Stream Protection	(CC) Dec. 1, 2007
	205	Storm Water Pollution Separation System	(CC) July 1, 2012
	206	Storm Water Pollution Separation System (SPECIAL)	(CC) Dec. 1, 2007
	207	Storm Water Pollution Separation System (In-Line)	(CC) July 1, 2012
	208-210	Not Used	
	211	Seeding	(CC) Sept. 1, 2002
X	212	Sodding	(CC) Sept. 1, 2002
	213	Trees To Be Planted	(CC) Jan 1, 2008
	214	Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs	(CC) Sept. 1, 2002
	215	Planting Woody Plants	(CC) Jan. 1, 1997
	216	Seeding, Fine Fescue Blend	(CC) Jan. 1, 2007
	217	Seeding, Class 4B Modified	(CC) Jan. 1, 2007
	218-226	Not Used	
X	227	Work Zone Traffic Control Surveillance	(IL) Current
	228	Traffic Control Devices – Detour Routing	(CC) July 1, 2012
	229	Modified Urethane Pavement Marking (BDE)	(IL) Current
	230	Sign Identification Decal	(CC) Jan. 1, 2012
X	231	Traffic Protection	(CC) July 1, 2012
	232-235	Not Used	
X	236	Project Signs Plaque	(CC) December 1, 2009
	237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
X	238	Raised Reflective Pavement Marker	(IL-CC) July 1, 2012
	239-240	Not Used	
	241	Traffic Signal Work General	(ILD1CC) June 1, 2012
	242	Construction at Railroad Crossing	(CC) June 1, 2012
	243	Signal Head, Optically Programmed Signal Head and Pedestrian Signal Head	(CC) June 1, 2012
	244	Light Emitting Diode (LED) Traffic Signal	(ILD1CC) June 1, 2012
	245	Light Emitting Diode (LED) Pedestrian Countdown Signal Head	(ILD1CC) June 1, 2012
	246	Traffic Signal Backplate	(ILD1CC) June 1, 2012
	247	Illuminated Sign, Light Emitting Diode	(ILD1CC) June 1, 2012
	248	Traffic Signal Post, Pedestrian Pushbutton Post	(ILD1CC) June 1, 2012

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

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

Additional Inserted Special Provisions (As Required)

- 004a Prevailing Wages for Cook County-December 2012
- 185a Status of Utilities to be Adjusted
- 400 Reclaimed Asphalt Pavement and Reclaimed Asphalt Shingles
- 401 Surface Testing of Hot-Mix Asphalt Overlays
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Additional Document Inclusions (Required)

x	*0 01	Cover Sheet	(CC) Dec. 27, 2012
	*0 02	Notice Sheet	(CC) Nov. 15, 2012
x	*C	Proposal Sheet	(CC) Jan 1, 2008
x	*E	Economic Disclosure Statement	(CC) Nov. 15, 2012
		Instructions, *DBE Documents, Contractor Certifications, Economic and Other Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's Certificate Concerning Labor Standards, Execution Pages	
x	F	Surety's Statement Of Qualification for Bonding	(CC) June 2, 2011
x	*G1	Trust Agreement	(CC) Nov. 15, 2012
x	*H	Performance and Payment of Bond Form	(CC) June 9, 2011
x	*I	Contract	(CC) Nov. 15, 2012
x	*J	Schedule of Prices Sheets	(CC) Dec. 28, 2011
x	*K	Proposal Bid Bond	(CC) Nov. 15, 2012
x	*L	Bid Deposit Form	(CC) Nov. 15, 2012

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

Origin of Special Provisions

(CC)	Initiated by Cook County Highway Department
(IL) Current	Initiated by Illinois Department of Transportation
(ILD1) Current	Initiated by Illinois Department of Transportation District 1
(IL-CC)	Initiated by the Illinois Department of Transportation and amended by Cook County Highway Department
(ILD1-CC)	Initiated by Illinois Department of Transportation District 1 and amended by Cook County Highway Department

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

BY ORDER

BOARD OF COUNTY COMMISSIONERS

THE COUNTY OF COOK

SHANNON E. ANDREWS

ACTING CHIEF PROCUREMENT OFFICER

JOHN J. YONAN, P.E.

SUPERINTENDENT OF DEPARTMENT OF TRANSPORTATION AND HIGHWAY

DEFINITION OF TERMS

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

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

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

ABOUT REQUESTS FOR PLANS & PROPOSALS

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

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

INFORMATION for BIDDERS

1) If the prospective bidder is in doubt as to the meaning of any part of the plans, specifications of other proposed contract documents, they may submit a written clarification to the Chief Procurement Officer (CPO) for an interpretation thereof. The prospective bidder submitting the request will be responsible for the prompt delivery to the Chief Procurement Officer. Any interpretation of the proposal documents will be made by an addendum duly issued through the Cook County Purchasing website.

2) An estimate of quantities of work to be done and material to be furnished under the specifications will be found in the Schedule of Prices. It is the result of calculations and is given as a basis for a comparison of bids and award of a contract.

3) The bidder should include in the bid price in his bid for any taxes such as Occupational, Social Security, Unemployment Compensation, etc., which he might be required to pay in connection with the construction of the proposed improvement. The County of Cook will not reimburse the Contractor for the payment of any such taxes.

4) The Board of County Commissioners for the County of Cook reserves the right to reject any or all bids and to waive technicalities of form. Bids may be rejected if current work being performed for the County of Cook by the bidder has been unsatisfactory from the standpoint of workmanship or progress, or if the contractor has been awarded work by others subsequent to the issuance of the bid, which may, in the judgement of said Board of County Commissioners of Cook County endanger the prompt completion of the proposed improvement.

5) The bidder shall include in his bid a Bid Guarantee in accordance with provisions contained in the proposal form. The return of the bid guarantee will be in accordance with provisions contained in the bid form.

6) The bidder who submits the bid accepted by said Board of Cook County Commissioners shall execute a contract and furnish a satisfactory Performance and Payment Bond in the amount of one hundred percent (100%) of the contract price within **fourteen (14) days** after receiving notice of acceptance. Such acceptance being contingent upon the fulfillment of this requirement by said bidder. Failure on the part of said bidder to so execute a Contract and Performance and Payment Bond shall be considered just cause for the forfeiture of the bid guaranty as payment of liquidated damages sustained by the County of Cook as the result of such, and the annulment of acceptance of the proposal.

7) If bidder is submitting a bid as a Joint Venture, bidder shall complete the County's Joint Venture Forms and shall submit such Joint Venture Forms **when the bid is submitted**. Bidder is reminded that compliance with the Assumed Business Name Act (805 ILCS 405/1 et seq.) is required of all Joint Ventures.

8) **The following completed documents are to be submitted <u>with the Bid</u>:**

Joint Venture Forms	1 original
Economic Disclosure Statement and Execution Documents:	
IDOT Certificate of Eligibility	1 copy
IDOT Affidavit of Availability	1 copy
DBE Utilization Plan	1 copy
(Note: If original cannot be provided a copy is acceptable.)	
DBE Participation Plan	1 copy
(Note: If original cannot be provided a copy is acceptable.)	
Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant	1 copy
(Note: If original cannot be provided a copy is acceptable.)	
Petition for Reduction/Waiver of DBE Participation Goals	1 original
Contractor Certifications	1 original
Economic and Other Required Disclosures	1 original
Lobby, Local Business Preference, Real Estate Ownership	1 original
Affidavit of Child Support Obligations	1 original
Disclosure of Ownership Interest Statement	1 original
Familial Relationship Disclosure Provision	1 original
Certification Concerning Labor Standards And Prevailing Wage Requirements	1 original
Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirements	1 copy
Execution Pages:	
Sole Proprietor Signature Page	6 originals
Partnership and/or Joint Venture Signature Page	6 originals
Corporation Signature Page	6 originals
Bid Deposit Form	1 original
Proposal Bid Bond	1 original
Surety Statement of Qualifications	1 original

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

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
Trust Agreement	1 original

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

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

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 Illinois 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 Department of Transportation and Highway of Cook County 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:

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

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

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

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

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

Delivery of Bids

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

Withdrawal of Bids

Bidder may withdraw their bid prior to bid opening.

Public Opening of Bids

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

Consideration of Bids

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

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

Awarding of Contract

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

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

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

Requirement of Contract Bond

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

Failure to Execute Contract

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

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

SPECIAL PROVISION
FOR
PRE-BID MEETING

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

Date: **TUESDAY, JANUARY 15, 2013**
Time: 11 a.m.

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

SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS

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

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

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

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

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

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

Cook County Prevailing Wage for January 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.800	43.300	2.0	2.0	2.0	12.86	15.61	0.000	0.500
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
PIPEFITTER		BLD		45.050	48.050	1.5	1.5	2.0	8.460	14.85	0.000	1.780
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.080	8.220	0.000	0.430
SHEETMETAL WORKER		BLD		40.810	44.070	1.5	1.5	2.0	10.13	17.79	0.000	0.630
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350

STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend:

RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic

materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

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

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

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

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

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

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

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

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

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards;

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

SPECIAL PROVISION
FOR
ALTERNATE PROPOSAL

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

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

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

ORDINANCE

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

SPECIAL PROVISION
FOR
RESPONSIBLE BIDDER REQUIREMENT

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

K-FIVE CONSTRUCTION CORPORATION; OPERATING ENGINEERS (LOCAL 150), CEMENT MASONS (LOCAL 502), CEMENT MASONS (LOCAL 803), N. IL CEMENT MASONS & PLASTERERS (LOCAL 11), LABORERS DISTRICT COUNCIL OF CHICAGO AND VICINITY.

SUBCONTRACTORS;

Striping & Traffic Control: Teamsters 673
Curb & Gutter, Flatwork: Cement Masons 11, 502, 803; Laborers 76
~~Sewer: Laborers 76, Operating Engineers 150, Teamsters 673~~
Electrical: Electricians 9, 196, 701
~~Landscaping: Operating Engineers 150~~
Crack Control: National Allied Workers 831
Guardian/Fence: Ironworkers 63

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Cook County Department of Transportation and Highway. The goal has been included because the Cook County Department of Transportation and Highway 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 **30%** 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 Cook County Department of Transportation and Highway will only recommend award this

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

(a) The bidder documents that enough DBE participation has been obtained to meet the goal: or

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

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

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

(a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms with the bid.

(b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

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

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained. The Utilization Plan will be approved by the Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway may be relevant in appropriate cases, and will be considered by the Cook County Department of Transportation and Highway.

(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 Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway will recommend award the contract provided that it is otherwise eligible for award. If the Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway 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 Department of

Transportation and Highway, 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 Cook County Department of Transportation and Highway. The Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway, 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 Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway 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 Department of Transportation and Highway, 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 Cook County Department of

Transportation and Highway. If the commitment of work is in the form of additional tasks assigned to an existing DBE subcontract, than a revised Request for Approval of Subcontractor shall be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(d) **ALTERNATIVE WORK METHODS**. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create under runs in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

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

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

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

(e) **TERMINATION AND REPLACEMENT PROCEDURES**. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Chief Procurement Officer agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Chief Procurement Officer any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Chief Procurement Officer and Cook County Department of Transportation and Highway - 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, Cook County Department of Transportation and Highway – 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 Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to Cook County Department of Transportation and Highway – 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 Cook County Department of Transportation and Highway 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 Cook County Department of Transportation and Highway reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

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

Assist Agencies

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

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

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

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

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

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

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

Mr. D. Lorenzo Padron, Director of Procurement
Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
773-252-5211
773-252-7065 (FAX)

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

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

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

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

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

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

Ms. Hedy Ratner, Executive Director
Women's Business Development Center
8 South Michigan, Suite 400
Chicago, IL 60604
312-853-3477
312-853-0145 (FAX)

Cook County Departments

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

Cook County Department of Transportation and Highway
Contract Documents Administrator
69 W. Washington Street – Suite 2400
Chicago, Illinois 60602

Cook County Department of Transportation and Highway
Construction Bureau
69 W. Washington Street – 23rd floor
Chicago, Illinois 60602

COOK COUNTY

DEPARTMENT OF TRANSPORTATION AND HIGHWAY

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 Department of Transportation and Highway 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 extend that the system permits the contractor's compliance with eeo contract provisions.

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

6) Personnel Actions

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

a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with the obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of the avenues of appeal.

7) Training and Promotion

a) The contractor will assist in locating, qualifying and increasing the skills of minority and female employees and applicants for employment.

b) Consistent with the contractor's work force requirements and as permissible under federal and state regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance.

c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d) The contractor will periodically review the training and promotion potential of minority and female employees and will encourage eligible employees to apply for such training and promotion.

Unions

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

e) The contractor will use best efforts to develop, in cooperation with the unions. Joint training programs aimed toward qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

f) The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

g) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the cook county highway department and shall set forth what efforts have been made to obtain such information.

h) In the event the union is unable to provide the contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and females. (The U.S. department of labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minorities or female employees). In the event the union referral practice prevents the contractor from meeting the obligations pursuant to these special provisions, such contractor shall immediately notify the cook county highway department.

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

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

a) The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligation under this contract.

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

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

9) Records and reports

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

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

(1) The number of minorities, non-minorities and females employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and females;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and,

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

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

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

(1) The offeror's or bidder's attention is called to the "equal opportunity clause" and the "standard federal equal employment opportunity construction contract specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

APPENDIX A

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

part of that workforce is performing work on a 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.

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

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

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

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

1) As used in these specifications:

a) "covered area" means the geographical area described in the solicitation from which this contract resulted;

b) "director" means director, office of federal contract compliance programs, united states department of labor, or any person to whom the director delegates authority;

c) "employer identification number" means the federal social security number used on the employer's quarterly federal

Tax return, U.S. treasury department form 941.

d) "minority" includes:

i) Black (all persons having origins in any of the black African racial groups not of Hispanic origins);

ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, central or south American or other Spanish culture or origin, regardless of race);

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

iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of north America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000.00 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3) If the contractor is participating (pursuant to 41 cfr 60-4.5) in a hometown plan approved by the u.s. department of labor in the covered area wither individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

4) The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in

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

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

5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, executive order 11246, or the regulations promulgated pursuant thereto.

6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7) The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

   d) Provide immediate written notification to the director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the department of labor. The contractor shall provide notice of these programs to the sources complied under 7b above.

f) Disseminate the contractor's eeo policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its eeo obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company eeo policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's eeo policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the contractor's eeo policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's eeo policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship of other training by any recruitment source, the contractor shall send written notifications such as the above, describing the openings, screening procedures, and test to be used in the selection process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION
FOR
INSURANCE REQUIREMENTS

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

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

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

2. CONTRACTOR'S INSURANCE

The Contractor shall furnish the County **certificates of insurance** from the Contractor's insurance carrier, evidencing the insurance coverage required in the following paragraphs:

"This insurance specifically covers liability assumed by the insured under this contract." The certificates shall stipulate that the insurance will not be cancelled or changed while the work is in progress without sixty (60) days prior written notice by certified mail to the Superintendent of Cook County Department of Transportation and Highway.

In the event the insurance is cancelled before the completion of the project, the County shall reserve its rights under the contract, including but not limited to its rights under Article 108.07 of the Standard Specifications For Road and Bridge Construction, to order the job shut down until the Contractor obtains the required insurance in the amounts stated herein or, the County may obtain the coverage required and then shall deduct the appropriate premium cost from the monies due the Contractor.

The Contractor shall provide and maintain the following:

I. Worker's Compensation and Employer's Liability Insurance The Contractor agrees that he and all his Subcontractors will comply with all statutes and laws with regard to Worker's Compensation/Occupational Disease Insurance applying to employees or their beneficiaries. Limits shall be:

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

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

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

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

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

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

IV. Umbrella Liability Insurance Limits shall be:

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

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

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

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

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

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

SPECIAL PROVISION
FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE

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

NAMED INSURED	NUMBER AND SPEED OF FREIGHT AND/OR PASSENGER TRAINS
CANADIAN NATIONAL: Patrick Jones Manager of Public Works 17641 S. Ashland Ave. Homewood, IL 60430 708-332-3557 patrick.jones@cn.ca	Station 141+27 and Station 141+47 6 Passenger Trains, 79mph/day 6 Freight Trains, 60 mph/day Right of Entry Permit: $750 Flagman: $1000/day
CSX: Vicki Sowder Public Projects 301 W. Lake Street 1717 Dixie Highway Ft. Wright, KY 41011 859-426-6927 vicki_sowder@csx.com	Station 126+48, Station 127+45 and Station 127+67 63 Total Trains/day 13 Switch Trains/day 22 Day (6 AM to 6 PM) Trains/day 41 Night Trains/day Maximum speed: 20 mph (15 mph typical) Flagman: 1 Day $1800 2 Days $2674 3 Days $3594

Note: The flagman costs for CSX are estimates. The permit cost is included in the cost of flagging. The cost is based upon how many days of flagging that will be used. The cost of flagging is paid up front to the railroad and any unused funds are refunded or if the Contractor goes over the initial deposit the Contractor will be billed for excess.

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

Approval of Insurance – Within ten (10) calendar days of notice of award, The **ORIGINAL AND ONE CERTIFIED** copy of each required policy shall be submitted for approval, when applicable.

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

500 Water Street- J301
Jacksonville, Florida 32202
Office: 904-359-1250
Fax: 904-366-4042

To: All Right-of-entry applicants
From: Public Projects Department, Design, Construction and Capacity, CSX Transportation, Inc.

Subject: Applications for Right-of-Entry Agreement to Property of CSX Transportation, Inc.

Attached is the necessary form and instructions for preparing your application to obtain permission to access Property of CSX Transportation, Inc. (CSXT) for Public Improvement projects. Entry for environmental, large equipment movement, surveys, inspections, non-construction investigations or wireline/pipeline access should be redirected to http://www.csx.com/?fuseaction=about.property.

In order to expedite the timely processing and ultimate execution of your request, please provide the following (instructions attached for each):

1. One signed original application form.
2. One copy of the work description statement.
3. One letter size print or sketch depicting location of project. Additional plans may be submitted for clarification, if necessary.

All right-of-entry applications, and drawings should be sent to:

Ms. Amanda J. DeCesare
Project Manager
CSX Transportation, Inc.
1717 Dixie Hwy, Suite 400
Fort Wright, KY 41011

Questions concerning technical aspects of the project and/or the application and agreement process should be directed to the Project Manager.

When the completed application documents as outlined above are received, the proposed agreement will be sent to you in approximately 14 days (provided the application is approved). Incomplete applications or drawings will be returned to the applicant and not handled until the correct information is received.

NO VERBAL AUTHORIZATION IS VALID TO WORK ON CSXT PROPERTY. FULLY EXECUTED AGREEMENTS AND ROADMASTER NOTIFICATION ARE REQUIRED PRIOR TO ANY ENTRY ON CSXT PROPERTY OR WORK BEING PERFORMED. If the work involves excavation, soil borings, or other similar work requiring penetration below land surface, notification must be made to the state's or locality's one-call system and to CSXT's signal supervisor.

CSX Right-of-Entry Application Package

Instructions for Preparing Application Drawings

For uniformity in the preparation of prints and/or sketches to accompany applications, and in order to facilitate prompt processing, the following instructions will apply to all projects application drawings and/or sketches. Failure to include all pertinent information (either on the application or drawing) may result in the delay of processing or return of the application.

The size of the project application drawing shall be 8-1/2" x 11." Larger drawings or construction plans may be submitted if necessary for clarification but cannot be used in lieu of the project application drawing.

The project application drawing and/or sketch shall be to scale, or show adequate dimensional information, and must include:

- North arrow.
- Nearest road crossing showing milepost and DOT number as outlined below.
- Plan view clearly showing the proposed project, including stationing and legends if applicable.
- Centerline of all railroad tracks.
- Property and/or right-of-way lines if known.
- Location of all proposed work and routes of access.
- A statement indicating whether or not it will be necessary to: 1) physically cross any railroad track (with vehicles or on foot) and; 2) come within 25 feet of any railroad track at any point along the access route or while conducting work.
- Drawing number and date

Instructions for Preparing Application Form

- "Project Owner Information" and "Project Information" sections must be filled out completely.
- The agreement will be prepared in the name of the Project Owner. It is important to provide the complete Legal Name of the entity as well as its state of incorporation.
- Check the appropriate space to designate where the agreement should be mailed. If none or both are checked, the agreement will be mailed only to the Project Owner.
- **REQUIRED:** Provide the estimated distance to/from the nearest road crossing or milepost. Identify the road crossing by its CSXT Railroad Milepost number (including prefix, i.e. QC 292.83) and/or DOT/AAR number. The DOT/AAR number is a specific number assigned to each road crossing CSXT tracks and should be posted at or near the crossing (usually on a pole or signal mast). It is usually a rectangular white sign with black numbers/letters and will consist of 6 numbers followed by one letter (Example: 630 543 P). In lieu of the DOT number, an exact Latitude and Longitude may be provided to aid in finding the project location in the railroad's maps and files.
- Please remember to date and sign the application form.

Instructions for Preparing Proposed Work Description

Prepare a brief description of the proposed work (not to exceed three pages), providing sufficient information to justify the need to access CSXT property. The information shall include:

- the proposed start date and expected duration of the project;
- a description of the proposed work identifying the nature and location of any item or structure to be installed on CSXT property (e.g., culverts, monuments, ditches);
- types of equipment to be used onsite (drill rigs, backhoe, excavator, etc.).
- methods of restoring right-of-way if disturbed by work.

Please be aware that the Agreement will be strictly limited to the scope of services as defined in your work description. If, at any time, it becomes necessary to modify the scope of service, you must request a modification in writing and obtain a supplemental Agreement prior to performing the work.

Flagging Requirements

If required for your work, a CSXT flagman will be provided at the entire cost and expense of the work's owner and/or the applicant for the duration of the project. This protection cannot be provided by any personnel other than an authorized CSXT employee. CSXT will make the sole determination as to whether flagging protection is required based on the work to be performed.

Insurance Requirements

The following list represents the insurance that will be required in the right-of-entry agreement. Proof of insurance must be submitted along with the application or the executed agreement.

- Licensee must purchase and maintain a policy of Commercial General Liability (CGL) insurance, naming Licensee (and its agent or contractor as the case may be) as insured and Railroad as additional insured, covering Licensee's direct and assumed contractual (i.e., indemnification) liability under this Right-of-Entry, with coverage of not less than THREE MILLION DOLLARS ($3,000,000) Combined Single Limit per occurrence for bodily injury and property damage. If said policy does not automatically cover Licensee's contractual liability under the Right-of-Entry, a specific endorsement adding such coverage shall be purchased or caused to be purchased by Licensee, and indicated on the Certificate of Insurance.
- In addition to the above-described CGL insurance, if (with the separate written consent of Railroad) Licensee will undertake, or cause to be undertaken, any activity within fifty (50) feet of any Railroad track or any Railroad bridge, trestle or tunnel, then Licensee shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Railroad as the insured, with coverage of not less than FIVE MILLION DOLLARS ($5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS ($10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance - Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. At Railroad's option, in lieu of purchasing RPL insurance (but not CGL insurance), Licensee may pay Railroad a Construction Risk Fee, currently THREE THOUSAND DOLLARS ($3,000) **per location**, and thereby be relieved of any obligation to purchase said RPL insurance.
- Licensee shall also carry, for the benefit of Licensee and its employees, Worker's Compensation Insurance as required by the state in which the Work is to be performed, naming Licensee as insured. This policy shall include Employers' Liability Insurance with a limit of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Railroad.
- Licensee shall also maintain Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering all owned, non-owned and hired vehicles.
- **Please contact Jonathan MacArthur (904) 359-3394 with any questions pertaining to insurance.**

CSX TRANSPORTATION, INC Form PI-001 07-09-03

Application for Public Improvements Right-of-Entry

Project Owner Information: ____ Check here if agreement should be mailed to this address

1. Complete Legal Name of Applicant:_____
2. Company Contact Name:_____Title:_____
3. Telephone: (_____)_____ Fax: (_____)_____
4. Address: _____
5. City: _____ State: _____ Zip Code: _____-_____
6. Type of Business: □ Corporation (State of Incorporation: _____) □ Individual □ Developer
□ Partnership (Type & State _____) □ Municipality/Government

Engineer/Consultant Information: ____Check here if agreement should be mailed to this address

7. Company Name:_____
8. Company Contact Name:_____Title:_____
9. Telephone: (_____)_____ Fax: (_____)_____
10. Address: _____
11. City: _____ State: _____ Zip Code: _____-_____

Project Information: Date of Application _____ Applicants Reference # _____

12. Description of Location:_____
13. City:_____County: _____ State:_____
14. Est. Distance _____ feet _____(direction) from Road Xing_____DOT#_____
15. Project Description:_____
16. Latitude:_____Longtitude_____ (WGS84)
17. How close will project be to nearest track? _____ft
18. Does the work on CSXT R/W include: □ Soil Boring □ Excavation □ Construction/Demolition
19. How did applicant verify that property and/or track is owned by CSXT?_____
20. Expected beginning date of occupancy_____ Completion Date:_____
21. Requested contract expiration date:_____
22. Signature of Applicant:_____Date_____

For Railroad Use Only: Agreement Number: _____
Region:_____ Division_____ Subdivision_____
Milepost: _____ Val Section_____ Val Map #_____
File review date: _____ Fees Attached Y N
Comments:_____
Distribution:_____
Approved: □ Yes □ No By:_____Date_____

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 TRANSPORTATION AND HIGHWAY
Joint Venture Certificate of Explanation & Justification

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

Firm #1

Name: _____

Address: _____

Firm #2

Name: _____

Address:- _____

Firm #3

Name: _____

Address: _____

Instructions:

Indicate the circumstances which apply to the Joint Venture.

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

Firm #1 Firm #2 Firm #3

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

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

Firm #1 Firm #2 Firm #3

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

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

Work categories not performed by the firm:

Firm #1 _____

Firm #2 _____

Firm #3 _____

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

Firm #1 Firm #2 Firm #3

has attached statement indicating the relationship of the firms.

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

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

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

_____

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

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

Firm #1

Name _____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director)

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

_____ My commission expires on _____
Notary Public

Firm #2

Name _____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director)

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

_____ My commission expires on _____
Notary Public

Firm #3

Name _____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director

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

_____ My commission expires on _____
Notary Public

This form must be submitted with the bid.

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAY
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 Jan 23, 2013

Addendum No. 2
Dated Jan. 25, 2013

Addendum No. _____
Dated _____

Addendum No. _____
Dated _____

Addendum No. _____
Dated _____

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

SPECIAL PROVISION
FOR
COMBINATION BIDDING PROCESS

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

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

PROJECT	SECTION	WORKING DAYS	CALENDAR DAYS

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

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

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

The following provisions shall govern combination bidding:

1) A Combination Bid which is submitted for 2 or more proposals and awarded on that basis shall have the bid prorated against each proposal in proportion to the bid submitted for each proposal.

2) Separate contracts shall be executed for each proposal included in the combination.

3) The proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the Combination Bid.

4) The completion date for all contracts awarded on a Combination Bid shall be the latest completion date designated for any one or more of the contracts included in the combination, unless otherwise provided in the contract.

5) Contracts awarded in combination for the projects above shall have the WORKING DAYS revised to _____WORKING DAYS, and the CALENDAR DAYS revised to _____CALENDAR DAYS. The "Daily deduction" rate in the Traffic Control Deficiency Deduction Special Provision shall be based on the REVISED CALENDAR DAYS stated above.

6) The Contractor, at his option, may start one project or all projects. WORKING DAYS then shall start as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction and shall continue from that day forward until all projects are completed.

7) An extension of time for any one or more contracts awarded on a Combination Bid shall automatically extend all contracts awarded on the combination.

8) In the event the Contractor fails to complete any one or all the contracts on the Combination Bid by the contract completion date plus any authorized extension, or the contract working days plus any authorized extension, the liquidated damages shall be determined from the schedule of deductions for each day of the overrun in the contract time in Article 108.09 in the Standard Specifications for Road and Bridge Construction, based on the Combination Bid total, and shall be computed on the combination and prorated against the 2 or more individual contracts based on the dollar value of each contract.

9) The Plans and Special Provisions for each separate contract shall be construed separately for all requirements, except as described in section 1 through 8 listed above.

SPECIAL PROVISION
FOR
PROMPT PAY MECHANISMS (NON FEDERAL AID)

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 Department of Transportation and Highway 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 Department of Transportation and Highway will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Cook County Department of Transportation and 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 Department of Transportation and Highway.

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

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of this Article to read:

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

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

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

SPECIAL PROVISION

FOR

PRE-CONSTRUCTION CONFERENCE

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

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

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

SPECIAL PROVISION
FOR
MOBILIZATION

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

671 Mobilization. Revise the Article to read:

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

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

1) When 10 percent or more of the original contract amount is earned, 1/5 of the original mobilization payment will be deducted from the current pay voucher.

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

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

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

5) When 50 percent or more of the original contract amount is earned, the remaining balance of the original mobilization payment will be deducted from the current pay voucher.

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

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

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

The Contractor is required to submit a list of equipment to be used on the project to the Cook County Department of Environmental Control (DEPARTMENT), as stated in section 30-954(a) and (b) of the ORDINANCE, and shall copy the Cook County Department of Transportation and Highway - 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 Department of Transportation and Highway. 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 yeas requiring the substantial reduction of emissions from new diesel engines in both heavy duty highway vehicles and land-based non-road equipment. However, these regulations do not apply to any of the over 11 million existing diesel engines in the United States, most of which emit substantially more pollution and often remain in service for 10 to 30 years, depending on the type of engine and equipment.

i) Practical, cost-effective measures to substantially reduce diesel particulate emissions are available today, and can be applied to many existing diesel engines. The same technology that limits diesel pollution from new diesel engines can be retrofitted onto existing engines or applied in new replacement engines to reduce diesel emissions by 85% or better.

j) Therefore, the purpose of this ordinance is to minimize the public health risks from exposure to diesel particulate emissions as expeditiously as practicable.

Sec. 30-951. Definitions.

CARB means the California Air Resources Board.

County, as used in this 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, 2 014, 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
ENGINEER'S FIELD OFFICE

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

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

(i) A minimum of two communication paths. The configuration shall include:

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

The Cook County Department of Transportation and Highway Engineering Computer Division contact person is as follows:

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

(2) Telephone Lines. Three separate telephone lines with voicemail shall be provided.

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

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

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

(k) One electric hot and cold water dispenser. 5 gallon and 0.5 liter bottles of water shall be supplied to the satisfaction of the Resident Engineer.

(l) One electric paper shredder capable of shredding a minimum 15 sheets at a time.

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

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

(n) One digital camera with 8 megapixel minimum resolution, batteries to operate the camera, USB cable, minimum 8 GB memory card and digital camera case.

(o) A new upright bagless vacuum cleaner with a hepa-filter or new shop vacuum with a Hepa-Filter and any miscellaneous cleaning supplies necessary for the Engineer to maintain the Field Office.

A weekly cleaning service for the field office shall be provided.

(p) The following items are suggested office and field supplies. These items are subject to revision by the Resident Engineer, must be coordinated with the Resident Engineer prior to purchase, and shall be furnished to the satisfaction of the Resident Engineer prior to commencement and for the duration of the project.

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

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

OFFICE:

Adjustable Hole Punch, Black (3-Hole)	1 Each
Bankers Box, Legal size With String and Button Closure	4 Pack
Binder Clips, Large, 2", Box of 12 Each	2 Each
Binder Clips, Medium, 1 ¼", Box of 12 Each	2 Each
Binder Dividers, Avery index marker or equivalent	1 Each
Binder, Black 1" Capacity	1 Each
Binder, Black, 1-1/2" Capacity	2 Each
Binder, Black, 3" Capacity	1 Each
Calendar, At-A-Glance 3-Month Wall or equivalent	1 Each
Calendar, At-A-Glance Compact Desk Calendar Base and Calendar Refill	1 Each

3" x 3 ¾" or equivalent	
Clipboard, Legal	2 Each
Correction Fluid, Multipurpose, White	1 Each
DVD Cases, Slim Line, 25 Count	1 Pack
DVD Discs, R.W., 25 Count	1 Pack
Folders, Manila 250 Count Letter 1/3 Cut File	1 Box
Highlighters, Assorted Fluorescent Colors, 4 Count	1 Pack
Labels, Multipurpose White 500 Count, 3/4" x 1 ½"	1 Pack
Letter Trays, Stackable, Pack of 6	1 Each
Markers, Large, Permanent, Black	12 Each
Markers, Sharpie, Black or equivalent	12 Each
Memory Card, 2 Gig SD for Digital Camera	1 Each
OIC, Ideal Clamps, Small Box of 50	2 Each
Paper Clips, Jumbo No. 1, Regular, Box of 100	2 Each
Paper Clips, No. 1, Regular, Box of 100	2 Each
Paper, Quadrille Pad, 8 ½" x 11"	6 Each
Paper, Standard Canary Letter Pads, 6 Count, 8 ½" x 11 ¾"	1 Pack
Pen, Black	2 Pack
Pen, Red	1 Pack
Pencil, Lead Refill, 0.5 mm, Tube of 12	2 Each
Pencils, Disposable	2 Pack
Pencils, Color (Green)	1 Pack
Pencils, Color (Orange)	1 Pack
Pencils, Color (Red)	1 Pack
Pencils, Color (Yellow)	1 Pack
Pencils, Pentel Forte or equivalent, Automatic Pencil, 0.5 mm	3 Each

Pencils, Zebra Rubber Sharpo Mechanical Pencil or equivalent	2 Each
Post-It Memo Cubes, 3 7/8" x 3 7/8", Cube of 300 Sheets	1 Each
Post-It Notes, Yellow, 12 Count 3" x 3"	1 Pack
Rubber Bands, #16, 1 lb., 2 " x 1/16"	1 Each
Rubber Bands, #32, 1 lb., 3" x 1/8"	1 Each
Scissors, Deskwork's or equivalent	1 Each
Staple Remover, Pinch Type	1 Each
Stapler, Black Deluxe Standard	1 Each
Tape Dispenser	1 Each
Tape, Transparent Refills ¾"	6 Each

FIELD:

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

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

Bid Amount		Approximate Cost
Up to	$1,000,000	$ 625
$1,000,000	$3,000,000	$ 750
$3,000,000	$5,000,000	$ 875
Over	$5,000,000	$1,000

SPECIAL PROVISION
FOR
CONSTRUCTION DEBRIS

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

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

SPECIAL PROVISION
FOR
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 form 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
DOWEL BARS

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

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

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

SPECIAL PROVISION
FOR
DIAMOND GRINDING CONCRETE PAVEMENT

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

Grinding shall not extend across bridges unless specifically designated.

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

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

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

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

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

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

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

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

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

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

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

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

Disposal of grinding residue shall meet the following requirements:

1) At no time will the grinding residue be allowed to enter a closed drainage system. The Contractor is responsible for providing suitable means to restrict the infiltration of the grinding residue into the closed drain system at no additional cost.

2) The Contractor will be responsible for hauling the grinding residue to a suitable location at no additional cost.

3) Residue will not spread within 30 meters of any natural stream or lake.

4) Residue will not spread within 1.5 meters of a water filled ditch.

5) The spread rate will not generate surface runoff. The Contractor will haul the grinding residue to a suitable location when surface runoff occurs at the grinding location at no additional cost.

6) Residue shall not be permitted to flow across lanes occupied by public traffic.

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

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

Measurement and Payment.

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

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

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

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

SPECIAL PROVISION
FOR
CRACK ROUTING AND SEALING

The following crack preparation and sealing material will be used:

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

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

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

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

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

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

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

SPECIAL PROVISION
FOR
SURVEY MONUMENTS

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

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

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

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

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

SPECIAL PROVISION
FOR
CRUSHED STONE (TEMPORARY USE)

Description. This work shall consist of furnishing and placing crushed stone for temporary use to provide and maintain ingress and egress to abutting properties during construction operations. It shall be used for access to intersecting roadways, alley returns, crosswalks and other places required by the Engineer. The crushed stone or gravel shall have a gradation of CA6 or CA10 conforming to Article 1004.01 of the State Standard Specifications. Excess materials recovered from the job site such as bituminous grindings and sub-base granular materials from existing pavements may be utilized at the discretion of the Engineer.

Basis of Payment. This work will be paid for at the Lump Sum for Crushed Stone (Temporary Use). An estimated quantity may be given in the plans for informational use only. The Lump Sum payment shall include furnishing, transporting, placing, maintaining, reusing and the ultimate disposal of the Crushed Stone (Temporary Use) as herein specified or as directed by the Engineer.

SPECIAL PROVISION
FOR
TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL

Description. This work shall 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

Scheduling

Roadway work on this improvement shall be complete on or before September 6th, 2013. Failure to meet this deadline will result in Liquidated Damages as per Illinois Department of Transportation Specification 108.09.

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
HOT-MIX-ASPHALT DRIVEWAY SURFACE REMOVAL

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

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

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

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

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

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

SPECIAL PROVISION
FOR
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
MANHOLES TO BE RECONSTRUCTED, SPECIAL
CATCH BASINS TO BE RECONSTRUCTED, SPECIAL
VALVE VAULTS TO BE RECONSTRUCTED, SPECIAL

Description. Where conditions warrant that more than 30 inches of a structure must be removed and reconstructed for reasons other than a change in grade, this Special Provision shall prevail. Work shall otherwise conform to the applicable requirements of Article 602 of the State Specifications.

The limits of special reconstruction will vary from structure to structure within the project limits, but shall consist of the removal and replacement of at least the top 30 inches of the existing structure. This work shall be done at the direction of the Engineer and be in accordance with Cook County design standards for the appropriate type structure.

Those structures to have special reconstruction have been designated by (RS) in the plans. A quantity of storm sewer for the replacement of laterals has been included in the Summary of Quantities.

Basis of Payment. This work shall be paid for at the contract unit price each for Manholes to Be Reconstructed, Special; Catch Basins to be Reconstructed, Special; or Valve Vaults to be Reconstructed, Special which price shall include all labor, materials, excavation and backfill.

SPECIAL PROVISION
FOR
LIDS AND FRAMES AND LIDS

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

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

SPECIAL PROVISION
FOR
FRAMES AND LIDS TO BE ADJUSTED, SPECIAL

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

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

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

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

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

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

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

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

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

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

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

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

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

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

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

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

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

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STATUS OF UTILITIES
UTILITIES TO BE ADJUSTED
138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE
SECTION: 12-B5332-03-RP

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
cc: James Torres
(312) 394-3260
David Stoppelman
(630) 576-7092

AT&T Corporation
866 Rock Creek Road
Plano, IL 60545
Attn: Carl Donahue
(847) 420-9115 (C)

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

Comcast
688 Industrial Avenue
Elmhurst, IL 60126
Attn: Robert L. Schulter
(630) 600-6348

Level 3 Network Relocations
1025 Eldorado Blvd.
Broomfield, CO 80021
Attn: Keith Osborn
(720) 888-2774

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

Windstream KDL
1815 S. Meyers Road, Suite 900
Oak Brook Terrace, IL 60181
Attn: Paul Baumann
(630) 925-4751

Qwest Communications
13057 S. Monitor Avenue
Palos Heights, IL 60463
Attn: Kevin Huff
(708) 837-7927

Nicor Gas
1844 Ferry Road
Naperville, Illinois 60563
Attn: Constance Lane
(630) 388-3830

360 Networks, Inc.
600 South Federal Street, Suite 124-6
Chicago, Illinois 60605
Attn: Mr. Ben G. Pacocha
(312) 427-6289

138th Street (Contd.)

RVP Fiber/US Signal
201 Ionia Avenue, SW
Grand Rapids, Michigan 49503
Attn: Mr. Chris Lentine
(616) 988-7194

OneOk LLC
4520 Kennedy Avenue
East Chicago, Indiana 46312
Attn: Mr. Matthew Tyrrell
Pipeline Superintendent
(219) 391-5827

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

Illinois Central RR, Wisconsin Central RR, Canadian National RR and GTW-Grand Trunk Western RR
17641 South Ashland Avenue
Homewood, Illinois 60430
Attn: Mr. Thomas J. Healey
(708) 332-4381

Union Pacific Railroad Company
301 West Lake Street
Northlake, Illinois 60164
Attn: Mr. Rich Ellison
(708) 649-5214

MCI
7719 W. 60th Place
P.O. Box 387
Summit, IL 60451
Attn: Jim Todd
(708) 458-6410
cc: Dean Boyers
(972) 729-6016

Turnkey Network Solutions
7020 Southbelt Drive, SE
Caledonia, Michigan 49316
Attn: Mr. Michael Ohannesian
(616) 988-5319

Praxair NAIG
Lemont Storage Field
12850 Smith Road
Lemont, IL 60439
Attn: Mr. Leigh H. Clark
(630) 257-5404x2528

Valero/Premcor Refining Group
3600 West 131st Street
Alsip, Illinois 60803
Attn: Mr. Bill Cooper
(708) 293-5539

Indiana Harbor Belt Railroad Co.
2721-161st Street
Hammond, Indiana 46323-1099
Attn: Mr. Phil M. Buckinghah, Jr.
(219) 989-4933

Redspeed Illinois, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Mr. Scott Hemmings
(630) 317-574

City of Chicago
Department of Transportation
Office of Underground Coordination
30 N. LaSalle Street, Suite 310
Chicago, IL 60602
Attn: Jai Kalayil
(312) 744-4828

138th Street (Contd.)

Village of Riverdale
157 W. 144th Street
Riverdale, IL 60827
Attn: Don Blacher
Director of Public Works
(708) 841-2202

Village of Dolton
14014 Park Avenue
Dolton, IL 60419
Attn: Curtis Copeland
Superintendent of Public Works
(708) 201-3280

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 Utility companies to locate utilities and protect existing utilities. The applicable provisions of Articles 105.07, 107.20 and 107.31 of the Standard Specifications for Road and Bridge Construction and Cook County Special Provision 185 shall apply.

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

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SPECIAL PROVISION
FOR
WATERPROOFING OF EXTISTING SANITARY MANHOLES

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

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

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

Once final grade is established, the concrete adjusting rings shall be reset in either a 3/8 inch thick bituminous mastic bed or a ¼ inch thick bed of redi-seal asphalt compound or an approved equal.

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

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

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

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

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

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

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

SPECIAL PROVISION
FOR
WORK ZONE TRAFFIC CONTROL SURVEILLANCE

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.

MODIFIED URETHANE PAVEMENT MARKING (BDE)

Effective: April 1, 2012

Add the following to Article 780.02 of the Standard Specifications:

"(h) Modified Urethane Pavement Marking ..... 1095.09"

Add the following to Article 780.03 of the Standard Specifications:

"(e) Modified Urethane ..... 1105.04"

Revise Article 780.11 of the Standard Specifications to read:

"**780.11 Modified Urethane.** The pavement shall be cleaned of all dirt, grease, glaze, or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement. New PCC pavements shall be blast-cleaned to remove all curing compounds. New asphalt and seal coated shall be in place a minimum of two weeks prior to marking applications.

Markings shall be applied on the same calendar day that the pavement surface is cleaned. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. Existing pavement markings shall be at least 90 percent removed. No markings shall be applied until the Engineer approves the cleaning.

Widths, lengths, and shapes of the cleaned surface shall be prepared wider than the modified urethane pavement marking material to be applied, such that a prepared area is on all sides of the urethane pavement marking material after application.

The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order than an inspector can be present during the operation. At the time of this notification, the Contractor shall indicate the manufacturer and lot numbers of urethane and reflective media that will be used. The Engineer will ensure that the approved lot numbers appear on the material package.

The pavement markings shall be applied during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 25 mils (0.64 mm) according to the manufacturer's installation instructions. The application and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer. At the time of installation the pavement surface temperature shall be 40 °F (5 °C) and rising and the ambient temperature shall be 35 °F (2 °C) and rising. The pavement surface temperature and the ambient temperatures shall be determined and documented before the start of each of marking operation. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that moisture, such as rain showers, may occur during the installation and curing periods."

Revise Article 780.12 of the Standard Specifications to read:

"**780.12 Inspection.** The epoxy, thermoplastic, preformed thermoplastic, preformed plastic Type B or C, polyurea, and modified urethane pavement markings will be inspected following installation, but no later than October 15 for preformed plastic markings, November 1 for thermoplastic and preformed thermoplastic markings, and December 15 for epoxy, polyurea, and modified urethane markings. In addition, they will be inspected following a winter performance period that extends 180 days from November 1.

Within 15 calendar days after the end of the winter performance period, a final performance inspection will be made. Final acceptance requirements are as follows.

(a) Lane lines: 90 percent intact by area of each individual dashed line segment.

(b) Crosswalks, stop lines, arrows, and words: 90 percent intact by area of each individual line, symbol, or letter.

(c) Center lines, edge lines, gore markings, and channelizing lines: 90 percent intact by area measured over any 10 ft (3 m) length of any individual line regardless of width.

(d) Entire project: measured in its entirety according to (a), (b), and (c) above, the entire project shall be 95 percent intact.

Upon completion of the final performance inspection, or after satisfactory completion of any necessary correction, the Engineer will notify the Contractor, in writing, of the date of such final performance inspection and release him/her from further performance responsibility.

If this inspection discloses any work, in whole or in part, which does not meet the inspection requirements, the Contractor shall, within 30 calendar days, completely repair or replace such work to the satisfaction of the Engineer.

This performance inspection and performance acceptance of the epoxy, thermoplastic, preformed thermoplastic, preformed plastic Type B and C pavement, polyurea, and modified urethane markings shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party "performance" bond naming the Department as obligee in the full amount of all pavement marking quantities listed in the contract, multiplied by the contract unit price. The bond shall be executed prior to acceptance and final payment of the non-pavement marking items and shall be in full force and effect until final performance inspection and performance acceptance of the epoxy, thermoplastic, preformed thermoplastic, preformed plastic, polyurea, and modified urethane pavement markings. Execution of the third party bond shall be the option of the Contractor."

Revise Article 780.13 of the Standard Specifications to read:

"**780.13 Method of Measurement.** This work will be measured for payment as follows.

(a) Contract Quantities. The requirements for the use of contract quantities shall be according to Article 202.07(a).

(b) Measured Quantities. Lines will be measured for payment in place in feet (meters). Double yellow lines will be measured as two separate lines.

Words and symbols shall conform to the sizes and dimensions specified in the Illinois Manual on Uniform Traffic Control Devices and Standard 780001 and will be measured based on the total areas indicated in Table 1 or as specified in the plans.

Removal of existing pavement markings will be measured for payment according to Article 783.05."

Add the following to Section 780 of the Standard Specifications:

"**780.14 Basis of Payment.** This work will be paid for at the contract unit prices per foot (meter) of applied line width, as specified, for THERMOPLASTIC PAVEMENT MARKING - LINE; PAINT PAVEMENT MARKING - LINE; EPOXY PAVEMENT MARKING - LINE; PREFORMED PLASTIC PAVEMENT MARKING - LINE - TYPE B, C, or B - INLAID; PREFORMED THERMOPLASTIC PAVEMENT MARKING – LINE; POLYUREA PAVEMENT MARKING TYPE I – LINE; POLYUREA PAVEMENT MARKING TYPE II - LINE; MODIFIED URETHANE PAVEMENT MARKING – LINE; and/or per square foot (square meter) for THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS; PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS; EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS; PREFORMED PLASTIC PAVEMENT MARKING - TYPE B, C, or B - INLAID - LETTERS AND SYMBOLS; PREFORMED THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS; MODIFIED URETHANE PAVEMENT MARKING – LETTERS AND SYMBOLS.

When the Contractor has the option of applying Permanent Pavement Marking it shall be Thermoplastic, Preformed Plastic (Type B, C, or B - Inlaid), Epoxy, Preformed Thermoplastic, Polyurea, or Modified Urethane Pavement Markings. It will be paid for at the contract unit price per foot (meter) of applied line for PERMANENT PAVEMENT MARKING - LINE 4 (100), 5 (125), 6 (150), 8 (200), 12 (300), 16 (400), or 24 in. (600 mm) and per square foot (square meter) for PERMANENT PAVEMENT MARKING - LETTERS AND SYMBOLS.

Temporary pavement markings placed in lieu of permanent will be paid for according to Article 703.07.

Removal of existing pavement markings will be paid for according to Article 783.06.

*TABLE 1

LETTERS
sq ft (sq m)

Size	A	B	C	D	E	F	G	H	I
6 ft (1.8 m)	3.1 (0.28)	4.0 (0.37)	2.7 (0.25)	3.4 (0.31)	3.3 (0.31)	2.6 (0.24)	3.3 (0.31)	3.4 (0.31)	1.5 (0.14)
8 ft (2.4 m)	5.5 (0.51)	7.1 (0.66)	4.8 (0.45)	6.1 (0.57)	5.9 (0.55)	4.7 (0.44)	5.8 (0.54)	6.0 (0.56)	2.6 (0.24)

Size	J	K	L	M	N	O	P	Q	R
6 ft (1.8 m)	2.1 (0.2)	3.1 (0.28)	2.2 (0.20)	4.2 (0.39)	4.0 (0.37)	3.4 (0.31)	3.0 (0.28)	3.6 (0.33)	3.6 (0.33)
8 ft (2.4 m)	3.7 (0.34)	5.7 (0.53)	3.8 (0.45)	7.4 (0.69)	7.1 (0.65)	6.0 (0.56)	5.3 (0.49)	6.3 (0.59)	6.3 (0.59)

Size	S	T	U	V	W	X	Y	Z
6 ft (1.8 m)	3.2 (0.30)	2.2 (0.20)	3.2 (0.30)	2.7 (0.25)	4.2 (0.39)	2.7 (0.25)	2.2 (0.20)	2.9 (0.26)
8 ft (2.4 m)	5.7 (0.53)	3.8 (0.35)	5.6 (0.52)	4.8 (0.45)	7.3 (0.68)	4.8 (0.45)	3.9 (0.36)	5.1 (0.47)

NUMBERS
sq ft (sq m)

Size	1	2	3	4	5
6 ft (1.8 m)	1.5 (0.14)	3.3 (0.31)	3.3 (0.31)	2.9 (0.26)	3.5 (0.33)
8 ft (2.4 m)	2.6 (0.24)	5.8 (0.54)	5.8 (0.54)	5.1 (0.47)	6.1 (0.57)

Size	6	7	8	9	0
6 ft (1.8 m)	3.5 (0.33)	2.2 (0.20)	3.8 (0.35)	3.5 (0.33)	3.4 (0.31)
8 ft (2.4 m)	6.2 (0.58)	3.8 (0.35)	6.7 (0.62)	6.2 (0.58)	6.0 (0.56)

SYMBOLS

Symbol	Large Size sq ft (sq m)	Small Size sq ft (sq m)
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
2 Arrow Combination Left (or Right) and	26.0 (2.42)	14.7 (1.37)

Through		
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)
Lane Drop Arrow	41.5 (3.86)	--
Wrong Way Arrow	24.3 (2.26)	--
Railroad "R" 6 ft (1.8 m)	3.6 (0.33)	--
Railroad "X" 20 ft (6.1 m)	54.0 (5.02)	--
Handicapped Symbol	4.6 (0.43)	--

*Table applies to all types of pavement marking materials."

Add the following Section to Section 1095 of the Standard Specifications:

"**1095.09 Modified Urethane Pavement Marking.** The modified urethane pavement marking material shall consist of a homogenous blend of modified urethane resins and pigments designed to provide a simple volumetric mixing ratio of two components (must be two volumes of Part A to one volume of Part B). No volatile solvent or fillers will be allowed.

(a) Pigmentation. The pigment content by weight (mass) of Part A shall be determined by low temperature ashing according to ASTM D 3723. The pigment content shall not vary more than ± two percent from the pigment content of the original qualified paint.

White pigment shall be Titanium Dioxide meeting ASTM D 476 Type II, Rutile.

Yellow pigment shall be Organic Yellow containing no heavy metals.

(b) Environmental. Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious persons or property when handled according to manufacturer specifications. The modified urethane pavement marking material compositions shall not contain free isocyanate functionality.

(c) Daylight Reflectance. The daylight directional reflectance of the cured modified urethane material (without reflective media) shall be a minimum of 80 percent (white) and 50 percent (yellow) relative to magnesium oxide when tested using a color spectrophotometer with a 45 degree circumferential / zero degrees geometry, illuminant C, and two degrees observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm. In addition, the color of the yellow modified urethane shall visually match Color Number 33538 of Federal Standard 595a with chromaticity limits as follows:

x	0.490	0.475	0.485	0.539
y	0.470	0.438	0.425	0.456

(d) Weathering Resistance. The modified urethane, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness to an aluminum alloy panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV – condensation type) and tested according to ASTM G 53.

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) and four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the material shall show no substantial change in color or gloss.

(e) Drying Time. The modified urethane material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness and with the proper saturation of glass beads, shall exhibit a no-tracking time of four minutes or less when tested according to ASTM D 711.

(f) Adhesion. The catalyzed modified urethane pavement marking materials when applied to a 4 x 4 x 2 in. (100 x 100 x 50 mm) concrete block shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test.

The concrete block shall be brushed on one side and have a minimum strength of 3,500 psi (24,100 kPa). A 2 in. (50 mm) square film of the mixed modified urethane shall be applied to the brushed surface and allowed to cure for 72 hours at room temperature. A 2 in. (50 mm) cube shall be affixed to the surface of the modified urethane by means of an epoxy glue. After the glue has cured for 24 hours, the modified urethane specimen shall be placed on a dynamic testing machine in such a fashion so that the specimen block is in a fixed position and the 2 in. (50 mm) cube (glued to the modified urethane surface) is attached to the dynamometer head. Direct upward pressure shall be slowly applied until the modified urethane system fails. The location of the break and the amount of concrete failure shall be recorded.

(g) Hardness. The modified urethane marking materials, when tested according to ASTM D 2240, shall have a Shore D Hardness greater than 75. Films shall be cast on a rigid substrate at 14 to 16 mils (0.35 to 0.41 mm) in thickness and allowed to cure at room temperature for 72 hours before testing.

(h) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 1,000 gram load and CS 17 wheels. The duration of test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 80. The tests shall be run on cured samples of modified urethane material which have been applied at a film thickness of 14 to 16 mils (0.35 to 0.41) to code S-16 stainless steel plates. The films shall be allowed to cure at room temperature for at least 72 hours and not more than 96 hours before testing.

(i) Tensile. When tested according to ASTM D 638, the modified urethane pavement marking materials shall have an average tensile strength of not less than 6000 psi

(41,300 kPa). The Type IV specimens shall be pulled at a rate of 1/4 in. (6.3 mm) per minute by a suitable dynamic testing machine. The samples shall be allowed to cure at 75 °F ± 2 °F (24 °C ± 1 °C) for a minimum of 24 hours and a maximum of 72 hours prior to performing the indicated tests.

(j) Compressive Strength. When tested according to ASTM D 695, the catalyzed modified urethane pavement marking materials shall have a compressive strength of not less than 12,000 psi (83,000 kPa). The cast sample shall be conditioned at 75 °F ± 2 °F (24 °C ± 1 °C) for a minimum of 72 hours before performing the indicated tests. The rate of compression of these samples shall be no more than 1/4 in. (6.3 mm) per minute.

(k) Glass Beads. The glass beads shall meet the requirements of Article 1095.04(m) and Article 1095.07 for first drop and second drop glass beads.

(l) Packaging. The material shall be shipped to the jobsite in substantial containers and shall be plainly marked with the manufacturer's name and address, the name and color of the material, date of manufacture and batch number.

(m) Verification. Prior to approval and use of the modified urethane pavement marking materials, the manufacturer shall submit a notarized certification of an independent laboratory, together with the results of all tests, stating these materials meet the requirements as set forth herein. The certification test report shall state the lot tested, manufacturer's name, brand name of modified urethane and date of manufacture. The certification shall be accompanied by 1 pt (1/2 L) samples each of Part A and Part B. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B.

After approval by the Department, certification by the modified urethane manufacturer shall be submitted for each batch used. New independent laboratory certified test results and samples for testing by the Department shall be submitted any time the manufacturing process or paint formulation is changed.

(n) Acceptance samples. Acceptance samples shall consist of 1 pt (1/2 L) samples of Part A and Part B, of each lot of paint. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B. The samples shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state the formulation for the lot represented is essentially identical to that used for qualification testing. All, acceptance samples will be taken by a representative of the Illinois Department of Transportation. The modified urethane pavement marking materials shall not be used until tests are completed and they have met the requirements as set forth herein.

(o) Material Retainage. The manufacturer shall retain the test sample for a minimum of 18 months."

Add the following to Section 1105 of the Standard Specifications:

"**1105.04 Modified Urethane.** The modified urethane pavement marking compounds shall be applied through equipment specifically designed to precisely meter the two components in the ratio of 2:1 and approved by the manufacturer of the material. The equipment shall produce the required amount of heat at the mixing head and gun tip and maintain those temperatures within the tolerances specified. The equipment shall also have as an integral part of the gun carriage, a high pressure air spray capable of cleaning the pavement immediately prior to the marking application.

The equipment shall be capable of spraying both yellow and white modified urethane, according to the manufacturer's recommended proportions and be mounted on a truck of sufficient size and stability with an adequate power source to produce lines of uniform dimensions and prevent application failure. The truck shall have at least two urethane tanks each of 110 gal (415 L) minimum capacity and shall be equipped with hydraulic systems. It shall be capable of placing stripes on the left and right sides and placing two lines on a three-line system simultaneously with either line in a solid or intermittent pattern, in yellow or white, and applying glass beads by the double drop pressurized bead system. The system shall apply both the first drop glass beads and the second drop glass beads at a rate of 1.2 kg/L (10 lb/gal). The equipment shall be equipped with pressure gauges for each proportioning pump. All guns shall be in full view of operators at all times. The equipment shall have a metering device to register the accumulated installed quantities for each gun, each day. Each vehicle shall include at least one operator who shall be a technical expert in equipment operations and urethane application techniques. Certification of equipment shall be provided at the preconstruction conference."

80297

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 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, including required devices and marking approaching and departing 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 701901 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 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 200 feet from the mainline pavement.

"Rough Grooved Surface" signs (W8-I107) shall be used when the road has been cold milled and open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 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 200 feet from the mainline pavement. All signs shall have an 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 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 3 inches, but less than 6 inches within 8 feet of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at 100 foot center to center spacing. If the drop off within 8 feet of the pavement edge exceeds 6 inches, the barricades mentioned above shall be placed at 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 701901. 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 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 701901 shall be installed on the barrier at 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 701801 or as directed by the Engineer. The Contractor shall make adequate provision for the free passage of foot traffic at all intersecting streets which are to remain open to traffic. The materials or equipment used in the construction of this improvement shall be so placed as to afford access to abutting private properly and to all hydrants and valves with a minimum of inconvenience.

All barricades shall be Type I or II equipped with flashing lights. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both 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 Seventh 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 or 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 pavement marking paint and tape 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, temporary pavement marking paint and tape lines and letters and symbols (Section 780 and Article 1095.02 of the Standard Specifications), temporary concrete barrier vertical panels and lights (Standard 701901), flexible delineators (Standard 701901), prismatic barrier reflectors (Sections 782 and 1097 of the Standard Specifications), temporary raised reflective pavement markers (Section 781 and Article 1096.02 of the Standard Specifications) and all traffic control devices indicated in the plans and specifications. The salvage value of all material removed (including existing traffic signs - when removal is required) shall be reflected in the bid price for this item.

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

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

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

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

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

Where "P" is the contract price for Traffic Protection

Where "X" = (Difference between original and final sum total value of all the work items for which protection is required) divided by (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
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 and the "District One Standard Design Details"; 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.

All iron and steel products, which are to be incorporated into work shall be domestically manufactured or produced and fabricated. The contractor shall obtain from the iron or steel producer and/or fabricator, in addition to the mill analysis, a certification that all iron or steel materials meet these domestic source requirements.

The application of all coatings, epoxy, galvanizing, painting, etc., to metal products shall be domestically applied.

Metal material other than iron and steel, which are not domestically produced, may be accepted provided:

(a) The contractor notifies the Department in advance of his/her intension to use other than domestically manufactured or produced material.

(b) Written evidence is provided in English of compliance with all requirements of the specifications.

(c) Physical tests conducted by the department verify the acceptability of the material.

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 Department of Transportation and Highway, 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 signalizing 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 Department of Transportation and Highway 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.

8) All Manufacturer and Contractor warranties and guaranties required by Article 801.14.

RECORD DRAWINGS

The requirements listed for Electrical Installation shall apply for Traffic Signal Installations in Article 801.16. Revise the 2nd paragraph of Article 801.16 of the Standard Specifications to read:

a. "When the work is complete, and seven days before the request for a final inspection, the full-size set of contract drawings. Stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval.

b. In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate the pay item either by filename or PDF Table of Contents referencing the respective pay item number for multi-item PDF files. Specific part or model numbers of items which have been selected shall be clearly visible."

Add the following to Article 801.16 of the Standard Specifications:

"In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following traffic signal components being installed, modified or being affected in other ways by this contract:

- All Mast Arm Poles and Posts
- Handholes
- Conduit roadway crossings
- Controller Cabinets
- Communication Cabinets
- Electric Service Disconnect locations
- CCTV Camera installations
- Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

1. Description of item
2. Designation or approximate station if the item is undesignated
3. Latitude
4. Longitude

Examples:

Description	Designation	Latitude	Longitude
Mast Arm Pole Assembly (dual, combo, etc)	MP (SW, NW, SE or NE corner)	41.580493	-87.793378
FO mainline splice handhole	HHL-ST31	41.558532	-87.792571
Handhole	HH	41.765532	-87.543571
Electric Service	Elec Srv	41.602248	-87.794053
Conduit crossing	SB IL83 to EB I290 ramp SIDE A	41.584593	-87.793378
PTZ Camera	PTZ	41.584600	-87.793432
Signal Post	Post	41.558532	-87.792571
Controller Cabinet	CC	41.651848	-87.762053
Master Controller Cabinet	MCC	41.580493	-87.793378
Communication Cabinet	ComC	41.558532	-87.789771
Fiber splice connection	Toll Plaza34	41.606928	-87.794053

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 100 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years."

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.

SPECIAL PROVISION
FOR
DETECTOR LOOP

This work shall consist of furnishing and installing detector loop in accordance with the requirements of Section 886 and 1079 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.

Basis of Payment.
All installations of CNC for loop detection shall be included in the contract and not paid for separately.

SPECIAL PROVISION
FOR
MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION

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

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

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

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

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

- Provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. A near right signal must also be maintained. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor is required to place stop signs (R1-1-36) at each approach to the intersection as a temporary means of regulating traffic. At approaches, where a Yellow Flashing indication is necessary, as directed by the Engineer, stop signs will not be required. When the signals operate in flash, the Contractor shall furnish and equip all his vehicles assigned to the maintenance of traffic signal installations with a sufficient number of Stop Signs as specified herein. The Contractor shall maintain sufficient number of spare Stop Signs in stock at all times to replace Stop Signs which may be damaged or stolen.

- Replace defective or damaged equipment. If the proper sequence with full detection cannot be obtained immediately, a controller which will provide the proper sequence and full detection shall be installed within twelve (12) hours of removal of the original controller.

- The Contractor shall be required to maintain the existing type of equipment and sequence of operations during the period of time that the original control equipment is being overhauled

- Provide the Engineer with the names, addresses, and telephone numbers of two (2) persons qualified and assigned to the maintenance of the traffic signal installation. These people must be made available 24 hours per day, each and every day of the year for emergency calls by the Engineer.

- Respond to all emergency calls from the Department or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the State or County. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's or the County's Electrical Maintenance Contractor perform the maintenance work required. The State's or County's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

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

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

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

SPECIAL PROVISION
FOR
SEALING EXISTING TRANSVERSE JOINTS

Description. This work shall consist of the proper preparation and sealing or resealing of transverse contraction joints in accordance with Section 452 of the Standard Specifications. These joints may be located in patched or non-patched areas of the pavement. This work will be done at the locations determined by the Engineer and be properly coordinated with other work on the project including diamond grinding, as applicable.

Basis of Payment. This work shall be paid for at the contract unit price per Foot for **Sealing Existing Transverse Joints** which shall include all labor and equipment, joint cleaning and preparation, backer rod installation, as may be required, sealant and "dusting" to prevent tracking, as may be required. Traffic Protection required for this work will be paid separately.

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012
Revise: January 1, 2013

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

(a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

(b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.

(1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.

(2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile.

(1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100% of FRAP Shall Pass
IL-25.0	2 in. (50 mm)
IL-19.0	1 1/2 in. (40 mm)
IL-12.5	1 in. (25 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

(2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.

(3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.

(4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, HMA (High or Low ESAL), or "All Other" (as defined by Article 1030.04(a)(3)) mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag.

(5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

(b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise approved by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of three years.

1031.03 Testing. RAP/FRAP and RAS testing shall be according to the following.

(a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

(1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

(2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Each sample shall be split to obtain two equal samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

(b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Illinois Department of Transportation Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

1031.04 Evaluation of Tests. Evaluation of tests results shall be according to the following.

(a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm}. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 µm)	± 5 %	
No. 200 (75 µm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % 1/	± 0.5 %
G_{mm}	± 0.03	

1/ The tolerance for FRAP shall be ± 0.3 %.

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the

RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

(b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

(a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

(1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.

(2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.

(3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

(b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.06 Use of RAP/FRAP and/or RAS in HMA. The use of RAP/FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

(1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.

(2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.

(3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.

(4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.

(5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.

(6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given N Design.

(b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.

(c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures 1/, 2/	RAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10
105	10	10	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS tables listed below for the given N design.

Level 1 - FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures 1/, 2/	Level 1 - FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified 3/, 4/
30	35	35	10

50	30	25	10
70	25	20	10
90	20	15	10
105	10	10	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.

4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 20 percent.

Level 2 – FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures 1/, 2/	Level 2 – FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified 3/, 4/
30	40	40	10
50	40	30	10
70	30	20	10
90	30	20	10
105	30	15	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.

4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the above detailed requirements.

FRAP/RAS mix designs exceeding the Level 1 FRAP/RAS Maximum ABR percentages shall be tested prior to submittal for verification, according to Illinois Modified AASHTO T 324 (Hamburg Wheel) and shall meet the following requirements.

Asphalt Binder Grade	# Repetitions	Max. Rut Depth in. (mm)
PG76-XX	20,000	1/2 (12.5)
PG70-XX	15,000	1/2 (12.5)
PG64-XX	7,500	1/2 (12.5)
PG58-XX	5,000	1/2 (12.5)

(a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS designs shall be submitted for volumetric verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.

(b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500 shall be used for mix design purposes.

1031.08 HMA Production. Mixture production where the FRAP/RAS ABR percentage exceeds the Level 1 limits, shall be sampled within the first 500 tons (450 metric tons) on the first day of production with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture conformance is demonstrated prior to start of mix production for a State contract.

(a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

(b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

When producing HMA containing RAS, a positive dust control system shall be utilized.

(c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

a. Date, month, year, and time to the nearest minute for each print.

b. HMA mix number assigned by the Department.

c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.

h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(2) Batch Plants.

a. Date, month, year, and time to the nearest minute for each print.

b. HMA mix number assigned by the Department.

c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).

d. Mineral filler weight to the nearest pound (kilogram).

f. RAP/FRAP/RAS weight to the nearest pound (kilogram).

g. Virgin asphalt binder weight to the nearest pound (kilogram).

h. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders Type B shall be as follows.

(a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

(b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

80306

SURFACE TESTING OF HOT-MIX ASPHALT OVERLAYS (BDE)

Effective: January 1, 2013

Revise Article 406.03(h) of the Standard Specifications to read:

"(h) Pavement Surface Test Equipment .....1101.10"

Revise Article 406.11 of the Standard Specifications to read:

"**406.11 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 407.09 of the Supplemental Specifications, except as follows:

One wheel track shall be tested per lane. Testing shall be performed 3 ft (1 m) from and parallel to the edge of the lane away from traffic.

SMOOTHNESS ASSESSMENT SCHEDULE (HMA Overlays)		
High-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Low-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Assessment per sublot
6.0 (95) or less	15.0 (240) or less	+$150.00
>6.0 (95) to 10.0 (160)	>15.0 (240) to 25.0 (400)	+$80.00
>10.0 (160) to 30.0 (475)	>25.0 (400) to 45.0 (710)	+$0.00
>30.0 (475) to 40.0 (635)	>45.0 (710) to 65.0 (1025)	+$0.00
Greater than 40.0 (635)	Greater than 65.0 (1025)	-$300.00"

80317

SPECIAL PROVISION
FOR
CRACK AND JOINT ROUTING AND SEALING

Description. This work shall consist of the sawing and routing, proper preparation and sealing or resealing of cracks and longitudinal joints in accordance with Section 452 of the Standard Specifications. These joints may be located in patched or non-patched areas of the pavement. This work will be done at the specific locations determined by the Engineer and be properly coordinated with other work on the project including diamond grinding, as applicable.

Basis of Payment. This work shall be paid for at the contract unit price per Foot for **Crack and Joint Routing and Sealing** which shall include all labor and equipment, joint and crack cleaning and preparation, crack routing or sawing, backer rod installation, as may be required, sealant and "dusting" of the sealant to prevent tracking, as may be required. Traffic Protection required for this work will be paid separately.

COUNTY OF COOK
CHICAGO, ILLINOIS

PROPOSAL

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

known as 138th Street

Route B53 *Section* 12-B5332-03-RP

From Ashland Avenue *To* Cottage Grove Avenue

LOCATION OF IMPROVEMENT

The proposed improvement is part of the public highway system in the County of Cook, State of Illinois, located by section and route before mentioned, and is indicated on the map showing the County Highway System on file in the office of the County Clerk and also in the office of the Illinois Department of Transportation, Division of Highways, Springfield, Illinois.

The improvement to 138th Street begins at Station 10+32, a point on the centerline of 138th Street approximately 32.0 feet east of the centerline of Ashland Avenue and continues along the centerline of 138th Street from Ashland Avenue in an easterly direction to Station 182+25, a point approximately 130.5 feet west of the centerline of Cottage Grove Avenue for a total distance of 17,193 feet of which 17,150 feet (3.248 miles) is to be improved, located in the City of Chicago, Village of Dolton, Village of Riverdale and Calumet, Hyde Park and Thornton Townships, Cook County, Illinois.

DESCRIPTION OF IMPROVEMENT

This is a QC/QA Project utilizing Hot-Mix Asphalt mixtures. The scope of work for this improvement consists of PCC B Patching, crack sealing, joint repair and Diamond Grinding; between Ashland Avenue and Halsted Street. Provisions also include the removal of the existing hot-mix asphalt surface to a depth of 3-3/4 inches; between Halsted Street and Cottage Grove Avenue. The existing distressed pavement base will be repaired with Class C Patches (10 In.), between Halsted Street and Wallace Avenue; and Class D Patches (10 In.), between Wallace Avenue and Cottage Grove Avenue. Then the roadway, between Halsted Street and Cottage Grove Avenue, will be resurfaced with 1-1/2 inches of Hot-Mix Asphalt Surface Course, Mix "D", IL-12.5 or 9.5, N70 and 2-1/4 inches of Hot-Mix Asphalt Binder Course, IL-19.0, N70. Also included are drainage additions and adjustments, pavement marking, traffic protection and related road works.

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS
INDEX

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

INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAY

DBE Utilization Plan

(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 B53

Section 12-B5332-03-RP

Project 138th St. (Ashland - Cottage Grove)

County Cook

Letting Date January 30, 2013

Total Bid 2,621,418.30

Contract DBE Goal 30 (Percent) 786,425.49 (Dollar Amount)

(4) Assurance

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

☒ Meets or exceeds contract award goals and has provided documented participation as follows:

Disadvantaged Business Participation 30 percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

☐ Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation _____ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

K-Five Construction
Company

By Nicholas J Eyer

Title Project Estimator

Date 1-30-13

The "as read" Low Bidder is required to comply with the Special Provision. Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Cook County Department of Highways
Contract Documents
69 West Washington Street – Suite 2200
Chicago, IL 60602

The Cook County Department of Transportation and Highway is requesting disclosure of information that his 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 has been approved by the State Forms Manager Center.

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAY

DBE Participation Statement

Subcontractor Registration Number 15072

Letting 1/30/13

Project: 138th Street

Section No. 12-B5332-03-RD

Participation Statement

(1) Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
	See attached			
			Total	414671.70

(3) Partial Payment Items

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

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. **The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Department of Transportation and Highway and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.**

Signature for Prime Contractor		Signature for DBE Firm	
Title	Project Estimator	Title	President
Date	1/29/13	Date	1/30/2013
Contact Person	Nicholas J. Eller	Contact Person	Jack
Phone	(630) 257-5600	Phone	1-630-514-7087
Firm Name	K-Five Construction	Firm Name	Gem Construction
Address	13769 Main Street	Address	348 WOOD LANE CT.
City/State/Zip	Lemont, IL 60439	City/State/Zip	WOOD DALE IL 60191

E

WC

The Cook County Department of Transportation and Highway is requesting disclosure of information that is necessary to accomplish the statutory purpose as

Printed 11/20/12

SBE 2025 (Rev. CCHD 4/11)

Subcontractor Information

Company Name	Location	Phone	Fax	Minority
Gem Construction	348 Woodlane Court Wood Dale, IL 60191	(630) 595-2457	(630) 595-2473	DBE

Item and Task Prices

Description	Quantity	UM	Unit Price	Total Price
RFQ Group: Curb And Gutter				
PVMT FABRIC (13 - 13 - PVMT FABRIC)	1,362.000	SY	$9.00	$12,258.00
14 - 14 - PCC DRWY PVMT 10"	133.000	SY	$49.00	$6,517.00
15 - 15 - PCC DRWY PVMT 8"	147.000	SY	$48.00	$7,056.00
PCC PVMT 10" (16 - 16 - PCC PVMT 10")	273.000	SY	$70.00	$19,110.00
17 - 17 - PCC SIDEWALK 5"	1,174.000	SF	$4.70	$5,517.80
18 - 18 - PCC SIDEWALK 8"	620.000	SF	$4.75	$2,945.00
19 - 19 - PROT COAT	3,388.000	SY	$0.70	$2,371.60
COMB C & G REM (20 - 20 - COMB C & G REM)	2,475.000	FOOT	$3.90	$9,652.50
DRWY PVMT REM (22 - 22 - DRWY PVMT REM)	243.000	SY	$13.00	$3,159.00
PVMT REM (23 - 23 - PVMT REM)	273.000	SY	$16.00	$4,368.00
SIDEWALK REM (24 - 24 - SIDEWALK REM)	4,044.000	SF	$1.20	$4,852.80
31 - 31 - COMB C C & G TY B6.12	1,445.000	FOOT	$17.00	$24,565.00
32 - 32 - COMB C C & G TY B6.24	1,031.000	FOOT	$19.00	$19,589.00
CL B PATCH TY I 10" (34 - 34 - CL B PATCH TY I 10")	273.000	SY	$75.00	$20,475.00
CL B PATCH TY II 10" (35 - 35 - CL B PATCH TY II 10")	1,090.000	SY	$75.00	$81,750.00
CL B PATCH TY III 10" (36 - 36 - CL B PATCH TY III 10")	1,090.000	SY	$75.00	$81,750.00
CL B PATCH TY IV 10" (37 - 37 - CL B PATCH TY IV 10")	273.000	SY	$75.00	$20,475.00
CL C PATCH TY I 10" (38 - 38 - CL C PATCH TY I 10")	62.000	SY	$70.00	$4,340.00
CL C PATCH TY II 10" (39 - 39 - CL C PATCH TY II 10")	247.000	SY	$70.00	$17,290.00
CL C PATCH TY III 10" (40 - 40 - CL C PATCH TY III 10")	247.000	SY	$70.00	$17,290.00
CL C PATCH TY IV 10" (41 - 41 - CL C PATCH TY IV 10")	62.000	SY	$70.00	$4,340.00
50 - 50 - DETECT WARN	2,250.000	SF	$20.00	$45,000.00

Total Quoted Price:	$414,671.70
Plug Total For Items Not Quoted:	$0.00
Adjustments:	$0.00
Total Adjusted Price:	$414,671.70
Percentage of Total Current Bid Price:	15.95%

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 138th Street, 12-B5332-03-RD

From: Gem Construction (DBE Firm)

To: K-Five Construction (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: $ 414671.70	%

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 JoAnn Raimondi (print name) the President (title) and duly authorized representative of the Gem 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 $ 414671.70 which represents the above indicated total percentage 100 % for the contract amount $ 414671.70

JoAnn Raimondi 01.08.2013
(Signature of affiant) (Date)

Subscribed and sworn to before me this 8th day of January, 2013

(Notary's Signature)

OFFICIAL SEAL
(Notary Seal) RICK V RAIMONDI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/16/13

Upon penalty of perjury, Nicholas J Eller (print name), the Project Estimator (title) and duly authorized representative of K-Five Construction (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 $ 414671.70 which represents the above indicated total percentage 100 % for the contract amount $ 414671.70.

(Signature of affiant) 1.29.13 (Date)

Subscribed and sworn to before me this 29 day of Jan, 2013.

(Notary's Signature)

(Notary Seal)
OFFICIAL SEAL
SUZANNE HOLBROOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/23/14

Subcontractor Information

Company Name	Location	Phone	Fax	Minority
Gem Construction	348 Woodlane Court Wood Dale, IL 60191	(630) 595-2457	(630) 595-2473	DBE

Item and Task Prices

Description	Quantity	UM	Unit Price	Total Price
RFQ Group: Curb And Gutter				
PVMT FABRIC (13 - 13 - PVMT FABRIC)	1,362.000	SY	$9.00	$12,258.00
14 - 14 - PCC DRWY PVMT 10"	133.000	SY	$49.00	$6,517.00
15 - 15 - PCC DRWY PVMT 8"	147.000	SY	$48.00	$7,056.00
PCC PVMT 10" (16 - 16 - PCC PVMT 10")	273.000	SY	$70.00	$19,110.00
17 - 17 - PCC SIDEWALK 5"	1,174.000	SF	$4.70	$5,517.80
18 - 18 - PCC SIDEWALK 8"	620.000	SF	$4.75	$2,945.00
19 - 19 - PROT COAT	3,388.000	SY	$0.70	$2,371.60
COMB C & G REM (20 - 20 - COMB C & G REM)	2,475.000	FOOT	$3.90	$9,652.50
DRWY PVMT REM (22 - 22 - DRWY PVMT REM)	243.000	SY	$13.00	$3,159.00
PVMT REM (23 - 23 - PVMT REM)	273.000	SY	$16.00	$4,368.00
SIDEWALK REM (24 - 24 - SIDEWALK REM)	4,044.000	SF	$1.20	$4,852.80
31 - 31 - COMB C C & G TY B6.12	1,445.000	FOOT	$17.00	$24,565.00
32 - 32 - COMB C C & G TY B6.24	1,031.000	FOOT	$19.00	$19,589.00
CL B PATCH TY I 10" (34 - 34 - CL B PATCH TY I 10")	273.000	SY	$75.00	$20,475.00
CL B PATCH TY II 10" (35 - 35 - CL B PATCH TY II 10")	1,090.000	SY	$75.00	$81,750.00
CL B PATCH TY III 10" (36 - 36 - CL B PATCH TY III 10")	1,090.000	SY	$75.00	$81,750.00
CL B PATCH TY IV 10" (37 - 37 - CL B PATCH TY IV 10")	273.000	SY	$75.00	$20,475.00
CL C PATCH TY I 10" (38 - 38 - CL C PATCH TY I 10")	62.000	SY	$70.00	$4,340.00
CL C PATCH TY II 10" (39 - 39 - CL C PATCH TY II 10")	247.000	SY	$70.00	$17,290.00
CL C PATCH TY III 10" (40 - 40 - CL C PATCH TY III 10")	247.000	SY	$70.00	$17,290.00
CL C PATCH TY IV 10" (41 - 41 - CL C PATCH TY IV 10")	62.000	SY	$70.00	$4,340.00
50 - 50 - DETECT WARN	2,250.000	SF	$20.00	$45,000.00

Total Quoted Price:	$414,671.70
Plug Total For Items Not Quoted:	$0.00
Adjustments:	$0.00
Total Adjusted Price:	$414,671.70
Percentage of Total Current Bid Price:	15.95%

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAY

DBE Participation Statement

Subcontractor Registration Number 2411

Letting January 20, 2013

Participation Statement

Project: 138th Street

(1) Instructions

Section No. 12-B-5332-03-RP

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
90	DETECTOR LOOP TY I	1050	16.00	16,800.00
91	MAINT OF EX TS INSTALL	4	1,500.00	6,000.00
			Total	22,800.00

(3) Partial Payment Items

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

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. **The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Department of Transportation and Highway and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.**

Signature for Prime Contractor

Title Project Estimator

Date 1/29/2013

Contact Person Nicholas J. Eller

Phone (630) 257-5600

Firm Name K-Five Construction

Address 13769 Main Street

City/State/Zip Lemont, IL 60439

Signature for DBE Firm

Title President

Date 1-30-2013

Contact Person

Phone 219-662-8090

Firm Name Hawk Enterprises, Inc.

Address 1850 E. North St.

City/State/Zip Crown Point, IN 46307

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WC

The Cook County Department of Transportation and Highway is requesting disclosure of information that is necessary to accomplish the statutory purpose as

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 138th Street / 12-B-5332-03-RP

From: Hawk Enterprises, Inc. (DBE Firm)

To: K-Five Construction (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	
90	Detector Loop TY I	1050	$ 16,800.00	100 %
91	Maint Of EX TS Install	4	$ 6,000.00	100 %
			$	%
			Total: $22,800.00	100 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Johanna Plank (*print name*) the President (*title*) and duly authorized representative of the Hawk Enterprises, Inc. (DBE *firm*) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount $ 22,800.00 which represents the above indicated total percentage 100 % for the contract amount $ 22,800.00

Johanna Plank
(Signature of affiant)

1 30 2013
(Date)

Subscribed and sworn to before me this 30th day of January 2013

(Notary's Signature) (Notary Seal)

LYNN STUPECK
Notary Public - Seal
State of Indiana
My Commission Expires Jan 13, 2016

Upon penalty of perjury, Nicholas J Eller (*print name*), the Project Estimator (*title*) and duly authorized representative of K-Five Construction (*Bidder Proposer firm*), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $ 22,800.00 which represents the above indicated total percentage 100 % for the contract amount $ 22800.00

(Signature of affiant) 1 / 29 / 13 (Date)

Subscribed and sworn to before me this 29 day of Jan, 2013

Suzanne Holbrook
(Notary's Signature) (Notary Seal)

OFFICIAL SEAL
SUZANNE HOLBROOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/23/14

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAY

DBE Participation Statement

Subcontractor Registration Number _____

Letting 1/30/13

Participation Statement

Project: 138th Street

(1) Instructions

Section No. 12 B5 332 03 RP

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
			Total	

(3) Partial Payment Items

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

on site trucking $ 24,235

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Department of Transportation and Highway and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Nick J Eller
Signature for Prime Contractor

Title Project Estimator

Date 1/29/13

Contact Person Nicholas J. Eller

Phone (630) 257-5600

Firm Name K-Five Construction

Address 13769 Main Street

City/State/Zip Lemont, IL 60439

x nelson H. callejas
Signature for DBE Firm

Title President

Date 1/29/13

Contact Person NElson H callejas

Phone 847 366-0150

Firm Name NACE TRUCKING INC

Address 1518 CORnelia AVE

City/State/Zip Waukegan IL 60085

E _____

WC _____

The Cook County Department of Transportation and Highway is requesting disclosure of information that is necessary to accomplish the statutory purpose as

Printed 11/20/12

SBE 2025 (Rev. CCHD 4/11)

COOK COUNTY LETTER OF INTENT
(Section 3)

FROM DBE TO PERFORM AS SUBCONTRACTOR SUPPLIER AND/OR CONSULTANT

Contract Title & Number: 138th Street , 12 B5 332 03 RP

From: Nace Trucking Inc (DBE Firm)

To: K-Five Construction (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	
			$	%
	onsite trucking		$ 24,235	%
			$	%
			Total: $ 24,235	%

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 _____ (print name) the Nelson A Calleja President (title) and duly authorized representative of the Nace trucking Inc (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $ 24,235 which represents the above indicated total percentage 100 % for the contract amount $ 24,235.

Nelson A Calleja — 1/29/2013
(Signature of affiant) (Date)

Subscribed and sworn to before me this 29th day of Jan, 2013

(Notary's Signature) (Notary Seal)

"OFFICIAL SEAL"
CARLA AGUILERA
Notary Public, State of Illinois
My Commission Expires Oct. 21, 2016

Upon penalty of perjury, Nicholas J Elles (print name), the Project Estimator (title) and duly authorized representative of: K-Five Construction (Bidder Proposer firm), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $ 24,235 which represents the above indicated total percentage 100 % for the contract amount $ 24,235.

1/29/13
(Signature of affiant) (Date)

Subscribed and sworn to before me this 29 day of Jan, 2013

(Notary's Signature) (Notary Seal)

OFFICIAL SEAL
SUZANNE HOLBROOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/23/14

Jan. 30. 2013 2:07AM No. 4786 P. 4

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAY

DBE Participation Statement

Subcontractor Registration Number 12963

Letting 1-30-2013

Participation Statement

Project: Cook County 138th St

(1) Instructions

Section No.

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
	Please see Attachment. Thanks!			
			Total	265,792.99

(3) Partial Payment Items

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

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. **The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Department of Transportation and Highway and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.**

Signature for Prime Contractor

Title Project Estimator

Date 1/29/13

Contact Person Nicholas J. Eller

Phone (630) 257-5600

Firm Name K-Five Construction

Address 13769 Main Street

City/State/Zip Lemont, IL 60439

Signature for DBE Firm

Title CEO

Date 1-29-13

Contact Person Nicolas Diaz

Phone 773-640-6635

Firm Name Dynamax Enterprises

Address 4751 S. Central

City/State/Zip Chgo IL 60638

E

WC

The Cook County Department of Transportation and Highway is requesting disclosure of information that is necessary to accomplish the statutory purpose as

Subcontractor Information

Company Name	Location	Phone	Fax	Minority
Dynamicx Enterprises LLP	P.O. Box 389457 Chicago, IL 60638	(708) 929-4552	(708) 929-4553	DBE

Item and Task Prices

Description	Quantity	UM	Unit Price	Total Price
RFQ Group: Sewer				
58 - 58 - SS TY 1 RCCP CL IV 12"	50.000	FOOT	$50.00	$2,500.00
59 - 59 - CB RECONSTRUCTED	25.000	EACH	$900.00	$22,500.00
60 - 60 - CB TY A2 4' DIA W/ F & G	10.000	EACH	$4,200.00	$42,000.00
61 - 61 - CB TY C W/ F & G	10.000	EACH	$4,200.00	$42,000.00
63 - 63 - F & G TY 1 CLOSED	15.000	EACH	$250.00	$3,750.00
64 - 64 - F & G TY 1 OPEN	5.000	EACH	$250.00	$1,250.00
65 - 65 - F & G TY 23V	10.000	EACH	$300.00	$3,000.00
66 - 66 - F & G TY 24V	10.000	EACH	$300.00	$3,000.00
67 - 67 - F & L ADJ SPL	50.000	EACH	$525.00	$26,250.00
68 - 68 - WATERPROOFING SAN F & L ADJ SPL	10.000	EACH	$600.00	$6,000.00
69 - 69 - INLETS TY A W/ F & G	10.000	EACH	$1,200.00	$12,000.00
70 - 70 - INLET FILTERS	200.000	EACH	$125.00	$25,000.00
72 - 72 - MH ADJ	10.000	EACH	$300.00	$3,000.00
73 - 73 - MH RECONSTRUCTED	2.000	EACH	$1,200.00	$2,400.00
74 - 74 - VV TY A 5' DIA W/ F & G	1.000	EACH	$5,199.99	$5,199.99
75 - 75 - TRENCH BACKFILL	5.000	CY	$30.00	$150.00
RFQ Group: Sewer Cleaning				
76 - 76 - CLEAN EXIST CB	250.000	EACH	$240.00	$60,000.00
77 - 77 - CLEAN EXIST MH	40.000	EACH	$145.00	$5,800.00

Total Quoted Price:	$265,799.99
Plug Total For Items Not Quoted:	$0.00
Adjustments:	$0.00
Total Adjusted Price:	$265,799.99
Percentage of Total Current Bid Price:	10.23%

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Bid 13-28-006 Cook County 138th Street.

From: Nicolas Diaz / Dynamicx Enterprises Inc. (DBE Firm)

To: K-Five. (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"): Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost	
	See Attachment.		$	%
				%
			$	%
			Thanks!	
			Total: $ 265 799.99	%

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 Nicolas Diaz (*print name*) the C.E.O. (*title*) and duly authorized representative of the Dynamicx Enterprises Inc. (DBE *firm*) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount $265 799.99 which represents the above indicated total percentage 100 % for the contract amount $265 799.99.

(Signature of affiant) 01 / 29 / 2013. (Date)

Subscribed and sworn to before me this 29 day of Jan 20 13.

(Notary's Signature) (Notary Seal)

OFFICIAL SEAL
SUZANNE HOLBROOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/23/14

Upon penalty of perjury, Nicholas J Eller (*print name*), the Project Estimator (*title*) and duly authorized representative of K-Five Construction (*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 $ 265 799.99, which represents the above indicated total percentage 100 % for the contract amount $ 265 799.99.

(Signature of affiant) 1 / 29 / 13 (Date)

Subscribed and sworn to before me this 29 day of Jan, 20 13.

(Notary's Signature) (Notary Seal)

OFFICIAL SEAL
SUZANNE HOLBROOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/23/14

Subcontractor Information

Company Name	Location	Phone	Fax	Minority
Dynamicx Enterprises LLP	P.O. Box 389457 Chicago, IL 60638	(708) 929-4552	(708) 929-4553	DBE

Item and Task Prices

Description	Quantity	UM	Unit Price	Total Price
RFQ Group: Sewer				
58 - 58 - SS TY 1 RCCP CL IV 12"	50.000	FOOT	$50.00	$2,500.00
59 - 59 - CB RECONSTRUCTED	25.000	EACH	$900.00	$22,500.00
60 - 60 - CB TY A2 4' DIA W/ F & G	10.000	EACH	$4,200.00	$42,000.00
61 - 61 - CB TY C W/ F & G	10.000	EACH	$4,200.00	$42,000.00
63 - 63 - F & G TY 1 CLOSED	15.000	EACH	$250.00	$3,750.00
64 - 64 - F & G TY 1 OPEN	5.000	EACH	$250.00	$1,250.00
65 - 65 - F & G TY 23V	10.000	EACH	$300.00	$3,000.00
66 - 66 - F & G TY 24V	10.000	EACH	$300.00	$3,000.00
67 - 67 - F & L ADJ SPL	50.000	EACH	$525.00	$26,250.00
68 - 68 - WATERPROOFING SAN F & L ADJ SPL	10.000	EACH	$600.00	$6,000.00
69 - 69 - INLETS TY A W/ F & G	10.000	EACH	$1,200.00	$12,000.00
70 - 70 - INLET FILTERS	200.000	EACH	$125.00	$25,000.00
72 - 72 - MH ADJ	10.000	EACH	$300.00	$3,000.00
73 - 73 - MH RECONSTRUCTED	2.000	EACH	$1,200.00	$2,400.00
74 - 74 - VV TY A 5' DIA W/ F & G	1.000	EACH	$5,199.99	$5,199.99
75 - 75 - TRENCH BACKFILL	5.000	CY	$30.00	$150.00
RFQ Group: Sewer Cleaning				
76 - 76 - CLEAN EXIST CB	250.000	EACH	$240.00	$60,000.00
77 - 77 - CLEAN EXIST MH	40.000	EACH	$145.00	$5,800.00

Total Quoted Price:	$265,799.99
Plug Total For Items Not Quoted:	$0.00
Adjustments:	$0.00
Total Adjusted Price:	$265,799.99
Percentage of Total Current Bid Price:	10.23%

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAY

DBE Participation Statement

Subcontractor Registration Number 11577

Letting

Participation Statement

Project: 138th St.

(1) Instructions

Section No.

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
70	TC & P	1	$50,800.00	$50,800.00
84	Pvt Mkg Tape T3 4"	10,130	1.05	10,636.50
			Total	$61,436.50

(3) Partial Payment Items

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

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. **The undersigned further understand that no changes to this statement may be made without prior approval from the Cook County Department of Transportation and Highway and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.**

Signature for Prime Contractor

Title Project Estimator

Date 1/20/13

Contact Person Nicholas J. Eller

Phone (630) 257-5600

Firm Name K-Five Construction

Address 13769 Main Street

City/State/Zip Lemont, IL 60439

Signature for DBE Firm

Title President

Date 1-21-13

Contact Person Pam Ackerman

Phone 815-834-0429

Firm Name Work Zone Safety Inc

Address 17051 Gaylord Rd.

City/State/Zip Crest Hill, IL 60403

E

WC

The Cook County Department of Transportation and Highway is requesting disclosure of information that is necessary to accomplish the statutory purpose as

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 138th St.

From: Work Zone Safety Inc (DBE Firm)

To: K Five Construction (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	
78	TC&P	1	$ 50,800.00	%
84	P/M Tape T34"	10,130	$ 10,636.50	%
			$	%
			Total: $ 61,436.50	%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Pam Ackerman (print name) the President (title) and duly authorized representative of the Work Zone Safety Inc. (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount $ 61,436.50 which represents the above indicated total percentage 100 % for the contract amount $ 61436.50.

Pam Ackerman (Signature of affiant) 1, 21, 13 (Date)

Subscribed and sworn to before me this 21 day of January, 20 13

Sheila A Wokurka (Notary's Signature) (Notary Seal)

OFFICIAL SEAL
SHEILA A WOKURKA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/06/16

Upon penalty of perjury, Nicholas J Eller (print name), the Project Estimator representative of K-Five Construction (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 $ 61436.50 which represents the above indicated total percentage 100 % for the contract amount $ 61436.50.

Nicholas J Eller (Signature of affiant) 1, 29, 13 (Date)

Subscribed and sworn to before me this 29 day of Jan, 20 13

Suzanne Holbrook (Notary's Signature) (Notary Seal)

OFFICIAL SEAL
SUZANNE HOLBROOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/23/14

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

_____

_____

_____

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:

13769 Main Street, Lmeont, IL 60439 (Corporate Office)

16222 Western Avenue, Markham, IL 60426 (Markham Plant)

12400 South Cottage Grove, Chicago, IL 60628 (Chicago Plant)

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

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS **and** complete the following, based upon the definitions and other information included in such Affidavit:

X Applicant has no "Substantial Owner."

OR

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) X The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): 22-15-200-015-0000

22-15-200-016-0000

22-15-200-003-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b)_____The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

_____

_____

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [ ] Original Statement or [ ] Amended Statement

Identifying Information:

Name K-Five Construction Corporation D/B/A: _____ EIN NO.: 36-2915545

Street Address: 13769 Main Street

City: Lemont State: IL Zip Code: 60439

Phone No.: 630/257-5600

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
George Krug, Jr.	13769 Main Street, Lemont, IL 60439	41.8%
Robert W. Krug	13769 Main Street, Lemont, IL 60439	35.7%
Josephine M. Krug	13769 Main Street, Lemont, IL 60439	14.3%
Jennifer A. Krug	13769 Main Street, Lemont, IL 60439	4.1%
Robert G. Krug	13769 Main Street, Lemont, IL 60439	4.1%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [X] 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
K-FAM Limited Liability Company		100%	
13769 Main Street, Lemont, IL 60439			

Declaration (check the applicable box):

[X] 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.

George Krug, Jr.
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Signature

January 30, 2013
Date

E-mail address

Phone Number

Subscribed to and sworn before me
this 30th day of January, 2013

Notary Public Signature

My commission expires:

OFFICIAL SEAL
SUZANNE HOLBROOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/23/14

Notary Seal

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note*: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: **http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf**

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM
Cook County Department of Transportation and Highway
Project: 138th Street Ashland Avenue to Cottage Grove Avenue
Section: 12-B5332-03-RP on Route No. B53

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: George Krug, Jr. Title: President

Business Entity Name: K-Five Construction Corporation Phone: 630/257-5600

Business Entity Address: 13769 Main Street, Lemont, IL 60439

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County ***and*** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.			
2.			
3.			
4.			
5.			

If more space is needed, attach an additional sheet following the above format.

X There is ***no*** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

George Krug Jr.
Owner/Employee's Signature

January 30, 2013
Date

Subscribe and sworn before me this 30th Day of January, 2013
a Notary Public in and for Cook County

Suzanne Holbrook
(Signature)

NOTARY PUBLIC SEAL

OFFICIAL SEAL
SUZANNE HOLBROOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/23/14

My Commission expires 5/23/14

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

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

To Contractor:

Date: January 30, 2013
Project Number:
Project Name 138th Street
Ashland Avenue to Cottage Grove
Avenue

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: K-Five Construction Corporation
   13769 Main Street
   Lemont, IL 60439

   (b) The undersigned is (check one):
   ____ Sole Proprietorship
   ____ Partnership
   X Corporation
   ____ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
George Krug, Jr.	President	13769 Main Street, Lemont, IL 60439
Robert W. Krug	Secretary	13769 Main Street, Lemont, IL 60439
Josephine M. Krug	Treasurer	13769 Main Street, Lemont, IL 60439

(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
Jennifer A. Krug	13769 Main Street, Lemont, IL 60439	Vice President
Robert G. Krug	13769 Main Street, Lemont, IL 60439	Vice Presidnet

(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 January 30, 2013

K-Five Construction Corporation
CONTRACTOR

x George Krug
SIGNATURE
George Krug, Jr. President

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

To Contractor:

Date:_____
Project Number:_____
Project Name_____

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

   (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.

   (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]

   (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

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

4. He certifies that:

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

   (b) The undersigned is (check one):
   ____ Sole Proprietorship
   ____ Partnership
   ____ Corporation
   ____ Other Organization (Describe)

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

NAME	TITLE	ADDRESS

SUBCONTRACTOR

DATE_____

X_____
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: K-Five Construction Corporation

BUSINESS ADDRESS: 13769 Main Street, Lemont, IL 60439

BUSINESS TELEPHONE: 630/257-5600 FAX NUMBER: 630/257-6788

CONTACT PERSON: Nicholas J. Eller

FEIN: 36-2915545 *IL CORPORATE FILE NUMBER: D-5113-8449

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: George Krug, Jr. VICE PRESIDENT:

SECRETARY: Robert W. Krug TREASURER: Josephine M. Krug

**SIGNATURE OF PRESIDENT:

ATTEST: (CORPORATE SECRETARY)

Subscribed and sworn to before me this

30th day of January, 2013.

x Suzanne Holbrook
Notary Public Signature

My commission expires:

OFFICIAL SEAL
SUZANNE HOLBROOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/23/14

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:

_____
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 20 DAY OF March, 20 13.

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

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

13-28-006

OR

ITEM(S), SECTION(S), PART(S):_____

_____

TOTAL AMOUNT OF CONTRACT: $ 2,621,418.30
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

APPROVED AS TO FORM:

_____
ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)

SURETY'S STATEMENT
Of
QUALIFICATION FOR BONDING

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that Continental Casualty Company
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for

the full amount of the bid/contract 12-B5332-03-RP
(NUMBER)
to K-Five Construction Corporation.
(BIDDER)

The penalty of this bond is to be $100% of the Contract Amount .
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY

Esther C Jimenez
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

SEAL

Esther C. Jimenez
(ATTORNEY-IN-FACT)

02128 AMB #

20443 NAIC #

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
TRUST AGREEMENT

THIS TRUST AGREEMENT is made and entered into by and between the County of Cook, by and through the Department of Transportation and Highways, whose address is 69 West Washington, Suite 2300, Chicago, Illinois, 60602, hereinafter called the COUNTY, and K-FIVE CONSTRUCTION CORPORATION whose address is 13769 MAIN STREET, LEMONT, IL 60439, hereinafter called the CONTRACTOR, and STATE BANK OF COUNTRYSIDE, a FINANCIAL INSTITUTION or trust company located in Cook County, whose deposits are insured by an agency or instrumentality of the federal government and whose address is 6734 JOLIET RD, COUNTRYSIDE, IL 60525 hereinafter called the FINANCIAL INSTITUTION.

WITNESSETH:

WHEREAS the COUNTY has awarded to the CONTRACTOR Cook County Contract Number **13-28-006**, Section Number **12-B5332-03-RP** providing for the construction of a COUNTY highway improvement for a total price of $2,621,418.30 dollars; and

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

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

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

NOW THEREFORE, the parties do hereby agree that:

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

BOND NO. 929569357

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men by These Presents, That we, K-Five Construction Corporation

as principle, and Continental Casualty Company, 333 South Wabash Ave., 41st Floor, Chicago IL 60604

_____, as surety, are

held and firmly bound unto the County of Cook in the penal sum of Two Million Six Hundred Twenty One

Thousand Four Hundred Eighteen and 30/100------ Dollars ($ 2,621,418.30), 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 6th day of March A.D. 20 13.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounded principle entered into a certain contract with the County of Cook, bearing date the day of **AWARD OF CONTRACT** for **138th STREET – Ashland Avenue to Cottage Grove Avenue, Route B53, Section 12-B5332-03-RP in Calumet, Hyde Park and Thornton Townships; Cook County Contract No. 13-28-006.**

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.

K-Five Construction Corporation

PRINCIPAL/CONTRACTOR SEAL

By _____ _____

PRESIDENT George Krug, Jr. SECRETARY Robert W. Krug

Continental Casualty Company

SURETY SEAL

By _____ 02128 20443

SURETY/ATTORNEY-IN-FACT Esther C. Jimenez AMB# NAIC#

(ATTACH POWER OF ATTORNEY)

Approved as to form:

By: _____

ASSISTANT STATES ATTORNEY

PW5.18

STATE OF ILLINOIS
SS:
COUNTY OF DUPAGE

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

On this 6th day of March in the year 2013 before me, Kimberly R. Holmes, a Notary Public in and for said County and state, residing therein, duly commission and sworn, personally appeared Esther C. Jimenez, known to me to be the duly authorized Attorney-in-Fact of the Continental Casualty Company and the same person whose name is subscribed in the foregoing instrument as Attorney-in-Fact of the said Company and she duly acknowledged to me that she signed and sealed the said instrument for the Continental Casualty Company thereto as Surety.

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

Kimberly R Holmes

(Notary Public) Kimberly R. Holmes in and for

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

(Seal)

"OFFICIAL SEAL"
KIMBERLY R. HOLMES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/11/2014

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 25th day of January, 2013.

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

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 25th day of January, 2013, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2015

J. Mohr — Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 6th day of March, 2013.

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

D. Bult — Assistant Secretary

Form F6853-4/2012

CONTRACT
(SECTION 10)

This AGREEMENT made and entered into this ____ day of _____ A.D., 20____by and between the County of Cook, party of the first part and hereinafter called County, and _____, 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 Cook County Contract # **13-28-006**; **138th Street—Ashland Avenue to Cottage Grove Avenue**. In the Townships of **Calumet, Hyde Park and Thornton**, County of Cook, and State of Illinois, said section known or to be known as Section: **12-B5332-03-RP** Route **B53** 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 Superintendent of Cook County Department of Transportation and Highway of Cook County, Illinois, and under the direction and to the satisfaction of the said Superintendent of Cook County Department of Transportation and Highway.

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 Superintendent of Cook County Department of Transportation and Highway 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 Superintendent of Cook County Department of Transportation and Highway 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 6, 2013**.

The Superintendent of Cook County Department of Transportation and Highway 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 Superintendent of Cook County Department of Transportation and Highway 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 Superintendent of Cook County Department of Transportation and Highway to protect said County in its payments, and any such statement shall not be binding upon said Superintendent of Cook County Department of Transportation and Highway.

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 Superintendent of Cook County Department of Transportation and Highway, (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 Superintendent of Cook County Department of Transportation and Highway, 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 Superintendent of Cook County Department of Transportation and 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 Superintendent of Cook County Department of Transportation and Highway shall fix and determine the amount of damages to be paid to said County by the said Contractor by reason of the failure or refusal to perform this contract or comply with the provisions thereof as aforesaid, and the said Contractor hereby agrees to be held liable for the amount so fixed and determined and agrees to pay such amount; and the said County shall apply in payment of any such amount so fixed and determined any and all sums on hand or due and owing to said Contractor, and if there be not sufficient money on hand or due and owing to said Contractor to balance and pay said amount so fixed and determined, then, in such case, any amount remaining unpaid shall be a valid and subsisting claim against the said Contractor and the surety or sureties on his bond given for the faithful performance of this agreement.

Contractor Name: K-Five Construction Corporation

138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE

SCHEDULE OF PRICES

Section No.: 12-B5332-03-RP

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	51	SQ.YD.	AGGREGATE BASE COURSE, TYPE B, 10 IN	$ 100.00	$ 5,100.00
2	209	TON	AGGREGATE PRIME COAT	$ 0.01	$ 2.09
3	2,336	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN	$ 2.00	$ 4,672.00
4	10,433	GAL.	BITUMINOUS MATERIALS (PRIME COAT)	$ 0.01	$ 104.33
5	1	EACH	CONSTRUCTING TEST STRIP	$ 2,600.00	$ 2,600.00
6	2,291	FOOT	CUTTING HOT-MIX ASPHALT SURFACE	$ 1.00	$ 2,291.00
7	6,486	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	$ 66.00	$ 428,076.00
8	1,678	SQ.YD.	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL	$ 10.00	$ 16,780.00
9	178	SQ.YD.	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 6 IN	$ 33.00	$ 5,874.00
10	4,324	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70	$ 78.00	$ 337,272.00
11	51,170	SQ.YD.	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4 IN	$ 2.95	$ 150,951.50
12	2,866	TON	LEVELING BINDER (MACHINE METHOD) IL-9.5, N50	$ 75.00	$ 214,950.00
13	1,362	SQ.YD.	PAVEMENT FABRIC	$ 9.00	$ 12,258.00
14	133	SQ.YD.	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 IN	$ 49.00	$ 6,517.00
15	147	SQ.YD.	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 IN	$ 48.00	$ 7,056.00
16	273	SQ.YD.	PORTLAND CEMENT CONCRETE PAVEMENT, 10 IN	$ 70.00	$ 19,110.00
17	1,174	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN	$ 5.00	$ 5,870.00
18	620	SQ.FT.	PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN	$ 5.05	$ 3,131.00
19	3,388	SQ.YD.	PROTECTIVE COAT	$ 0.70	$ 2,371.60
20	2,475	FOOT	COMBINATION CURB AND GUTTER REMOVAL	$ 5.00	$ 12,375.00
21	27,233	SQ.YD.	DIAMOND GRINDING CONCRETE PAVEMENT	$ 4.80	$ 130,718.40
22	243	SQ.YD.	DRIVEWAY PAVEMENT REMOVAL	$ 13.00	$ 3,159.00
23	273	SQ.YD.	PAVEMENT REMOVAL	$ 16.00	$ 4,368.00
24	4,044	SQ.FT.	SIDEWALK REMOVAL	$ 1.35	$ 5,459.40
25	506	CU.YD.	EARTH EXCAVATION	$ 5.00	$ 2,530.00
26	8	CAL.MO.	ENGINEERS FIELD OFFICE, TYPE A	$ 2,500.00	$ 20,000.00
27	335	FOOT	GUARDRAIL REMOVAL	$ 5.00	$ 1,675.00
28	78	FOOT	STEEL PLATE BEAM GUARDRAIL, TYPE A	$ 22.00	$ 1,716.00
29	5	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL	$ 2,425.00	$ 12,125.00
30	5	EACH	TRAFFIC BARRIER TERMINAL, TYPE 2	$ 1,000.00	$ 5,000.00
31	1,445	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	$ 17.00	$ 24,565.00

Contractor Name: K-Five Construction Corporation

138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE

SCHEDULE OF PRICES

Section No.: 12-B5332-03-RP

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
32	1,031	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	$ 19.00	$ 19,589.00
33	1	L.SUM	RAILROAD PROTECTIVE LIABILITY INSURANCE	$ 11,000.00	$ 11,000.00
34	273	SQ.YD.	CLASS B PATCHES, TYPE I, 10 IN	$ 0.01	$ 2.73
35	1,090	SQ.YD.	CLASS B PATCHES, TYPE II, 10 IN	$ 75.00	$ 81,750.00
36	1,090	SQ.YD.	CLASS B PATCHES, TYPE III, 10 IN	$ 75.00	$ 81,750.00
37	273	SQ.YD.	CLASS B PATCHES, TYPE IV, 10 IN	$ 75.00	$ 20,475.00
38	62	SQ.YD.	CLASS C PATCHES, TYPE I, 10 IN	$ 70.00	$ 4,340.00
39	247	SQ.YD.	CLASS C PATCHES, TYPE II, 10 IN	$ 70.00	$ 17,290.00
40	247	SQ.YD.	CLASS C PATCHES, TYPE III, 10 IN	$ 70.00	$ 17,290.00
41	62	SQ.YD.	CLASS C PATCHES, TYPE IV, 10 IN	$ 70.00	$ 4,340.00
42	490	SQ.YD.	CLASS D PATCHES, TYPE I, 10 IN	$ 25.00	$ 12,250.00
43	1,963	SQ.YD.	CLASS D PATCHES, TYPE II, 10 IN	$ 25.00	$ 49,075.00
44	1,963	SQ.YD.	CLASS D PATCHES, TYPE III, 10 IN	$ 25.00	$ 49,075.00
45	490	SQ.YD.	CLASS D PATCHES, TYPE IV, 10 IN	$ 25.00	$ 12,250.00
46	382	FOOT	CRACK AND JOINT ROUTING AND SEALING	$ 1.50	$ 573.00
47	897	FOOT	CRACK ROUTING AND SEALING	$ 1.50	$ 1,345.50
48	3,050	POUND	JOINT OR CRACK FILLING	$ 4.80	$ 14,640.00
49	26	TON	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	$ 160.00	$ 4,160.00
50	2,250	SQ.FT.	DETECTABLE WARNINGS	$ 20.00	$ 45,000.00
51	5	EACH	SURVEY MONUMENTS	$ 800.00	$ 4,000.00
52	46	POUND	NITROGEN FERTILIZER NUTRIENT	$ 1.00	$ 46.00
53	46	POUND	PHOSPHORUS FERTILIZER NUTRIENT	$ 1.00	$ 46.00
54	46	POUND	POTASSIUM FERTILIZER NUTRIENT	$ 1.00	$ 46.00
55	25	UNIT	SUPPLEMENTAL WATERING	$ 70.00	$ 1,750.00
56	0.50	ACRE	SEEDING, CLASS 2A	$ 5,712.00	$ 2,856.00
57	2,432	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN	$ 4.00	$ 9,728.00
58	50	FOOT	STORM SEWERS, TYPE 1 (RCCP CLASS IV) 12 IN	$ 50.00	$ 2,500.00
59	25	EACH	CATCH BASINS TO BE RECONSTRUCTED	$ 900.00	$ 22,500.00
60	10	EACH	CATCH BASINS, TYPE A2, 4 FT DIA WITH FRAME & GRATE	$ 4,200.00	$ 42,000.00
61	10	EACH	CATCH BASINS, TYPE C, WITH FRAME AND GRATE	$ 4,200.00	$ 42,000.00
62	2,350	SQ.YD.	EROSION CONTROL BLANKET	$ 1.70	$ 3,995.00

Contractor Name: K-Five Construction Corporation

138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE

SCHEDULE OF PRICES

Section No.: 12-B5332-03-RP

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
63	15	EACH	FRAMES AND GRATES, TYPE 1 (CLOSED)	$ 250.00	$ 3,750.00
64	5	EACH	FRAMES AND GRATES, TYPE 1 (OPEN)	$ 250.00	$ 1,250.00
65	10	EACH	FRAMES AND GRATES, TYPE 23V	$ 300.00	$ 3,000.00
66	10	EACH	FRAMES AND GRATES, TYPE 24V	$ 300.00	$ 3,000.00
67	50	EACH	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	$ 525.00	$ 26,250.00
68	10	EACH	WATERPROOFING SANITARY FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	$ 600.00	$ 6,000.00
69	10	EACH	INLETS, TYPE A, WITH FRAMES AND GRATES	$ 1,200.00	$ 12,000.00
70	200	EACH	INLET FILTERS	$ 125.00	$ 25,000.00
71	2,000	FOOT	GRADING AND SHAPING DITCHES	$ 1.25	$ 2,500.00
72	10	EACH	MANHOLES TO BE ADJUSTED	$ 300.00	$ 3,000.00
73	2	EACH	MANHOLES TO BE RECONSTRUCTED	$ 1,200.00	$ 2,400.00
74	1	EACH	VALVE VAULTS, TYPE A, 5 FT DIA WITH FRAME AND GRATE	$ 5,200.00	$ 5,200.00
75	5	CU.YD.	TRENCH BACKFILL	$ 30.00	$ 150.00
76	250	EACH	CLEANING EXISTING CATCH BASINS	$ 240.00	$ 60,000.00
77	40	EACH	CLEANING EXISTING MANHOLES	$ 145.00	$ 5,800.00
78	1	L.SUM	TRAFFIC PROTECTION	$ 121,700.00	$ 121,700.00
79	230	SQ.FT.	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	$ 6.50	$ 1,495.00
80	400	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 12 IN	$ 3.25	$ 1,300.00
81	90	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 24 IN	$ 6.50	$ 585.00
82	25,200	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 4 IN	$ 0.50	$ 12,600.00
83	625	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 6 IN	$ 0.75	$ 468.75
84	10,130	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN	$ 1.05	$ 10,636.50
85	421	SQ.FT.	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	$ 4.50	$ 1,894.50
86	600	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 12 IN	$ 2.25	$ 1,350.00
87	375	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 24 IN	$ 4.50	$ 1,687.50
88	41,300	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN	$ 0.50	$ 20,650.00
89	1,050	FOOT	THERMOPLASTIC PAVEMENT MARKING - LINE 6 IN	$ 0.75	$ 787.50
90	1,050	FOOT	DETECTOR LOOP, TYPE I	$ 16.00	$ 16,800.00
91	4	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	$ 1,500.00	$ 6,000.00
92	1	L.SUM	CRUSHED STONE (TEMPORARY USE)	$ 4,000.00	$ 4,000.00
93	12,080	FOOT	SEALING EXISTING TRANSVERSE JOINT	$ 2.80	$ 33,824.00

Contractor Name: K-Five Construction Corporation

138TH STREET
ASHLAND AVENUE TO COTTAGE GROVE AVENUE

SCHEDULE OF PRICES

Section No.: 12-B5332-03-RP

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
94	200,000	UNIT	CONTRACT EXTRA WORK	$ 1.00	$ 200,000.00
				TOTAL	$ 2,621,418.30

COUNTY OF COOK
DEPARTMENT OF HIGHWAYS

Proposal Bid Bond

Project 138th Street
Section 12-B5332-03-RP
Date 01/30/2013
Letting

We K-Five Construction Corporation as PRINCIPAL, and Continental Casualty Company as SURETY, are held and firmly bound unto the County of Cook a body politic and corporate of the state of Illinois herein after called the County in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the County this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the County acting through its awarding agency for the construction of the work designated as the above section.

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the County for the above-designated section, and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the County determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the County acting through its awarding agency shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 30th day of January A.D. 2013.

PRINCIPAL

K-Five Construction Corporation
(Company Name) (Seal)

BY: George Krug Jr.
(Signature & Title) President

(Company Name) (Seal)

BY:
(Signature & Title)

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

SURETY

Continental Casualty Company
(Name of Surety) (Seal)

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

STATE OF ILLINOIS
COUNTY OF WILL

I, L.M. Caron, a Notary Public in and for Will County, do hereby certify that George Krug, Jr. and Esther C. Jimenez
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY.)
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of January A.D. 2013

My commission expires 08/13/2016

L.M. Caron
Notary Public

OFFICIAL SEAL
L M CARON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires August 13, 2016

NOTICE

1. IMPROPER EXECUTION OF THIS FORM (i.e. MISSING SIGNATURES OR SEALS OR INCOMPLETE CERTIFICATION) WILL RESULT IN BID BEING DECLARED IRREGULAR.
2. IF BID BOND IS USED IN LIEU OF PROPOSAL GUARANTY CHECK, IT MUST BE ON THIS FORM AND MUST BE SUBMITTED WITH BID.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

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

Stathy Darcy — Senior Vice President

State of Illinois, County of Cook, ss:

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

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/17/13

My Commission Expires September 17, 2013

Eliza Price — Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 30th day of January, 2013.

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

Mary A. Ribikawskis — Assistant Secretary

Form F6853-1/2011

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 DEPARTMENT OF TRANSPORTATION AND HIGHWAY

BID FOR: 138th Street
Ashland Avenue to Cottage Grove Avenue

Section: 12-B5332-03-RP on Route No. B53
Cook County Purchasing Contract No.: 13-28-006

BID OPENING DATE: January 30, 2013

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

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

Drawn on: _____ **of** _____
Bank **City** **State**

Draft or Check Number: _____ **Date:** _____

Amount: $ 5%

Submitted by: K-Five Construction Corporation
Bidder
13769 Main Street
Street Address
Lemont IL 60439
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** _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2013

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

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

PRODUCER
Columbian Agency
1005 Laraway Road
New Lenox IL 60451

CONTACT NAME: Lisa Sizemore, CISR, CRIS
PHONE (A/C, No, Ext): 815-215-4703 FAX (A/C, No): 815-215-4743
E-MAIL ADDRESS: lsizemore@columbianagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	
INSURER B: Commerce & Industry	19410
INSURER C: Navigators Insurance Company	
INSURER D: Catlin Specialty Ins Co	
INSURER E: Travelers Property Casualty	25674
INSURER F:	

INSURED
K-Five Construction Corp.
13769 Main Street
Lemont IL 60439

KFIVE-1

COVERAGES CERTIFICATE NUMBER: 62382592 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			A5DG05441300	2/28/2013	2/28/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X X,C,U Included						PERSONAL & ADV INJURY	$1,000,000
	X Contractual Liab						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			A5CA05441300	2/28/2013	2/28/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			BE011660876	2/28/2013	2/28/2014	EACH OCCURRENCE	$25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$25,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			A5DW05441300	2/28/2013	2/28/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella			HO13EXC772587IV	2/28/2013	2/28/2014	Limit:	$50,000,000
D	Pollution Liability			CPL2021940513	5/8/2012	5/8/2013	Limit:	$2,000,000
E	Contractors Equipment			QT-660-2C421833	2/28/2013	2/28/2014	Leased and/or Rented	$500,000

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

Re: K-Five Job No. 13004, Cook County Contract 13-28-006 138th Street - Ashland Avenue to Cottage Grove Avenue Section 12-B5332-03-RP
*60 days notice of cancellation to the certificate holder.

OKPW

CERTIFICATE HOLDER

Cook County Department of Transportation and Highways
69 W. Washington, Room 2300
Chicago IL 60602-1369

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2013

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

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

PRODUCER
Columbian Agency
1005 Laraway Road
New Lenox IL 60451

CONTACT NAME: Lisa Sizemore, CISR, CRIS
PHONE (A/C, No, Ext): 815-215-4703 FAX (A/C, No): 815-215-4743
E-MAIL ADDRESS: lsizemore@columbianagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	
INSURER B: Commerce & Industry	19410
INSURER C: Navigators Insurance Company	
INSURER D: Catlin Specialty Ins Co	
INSURER E: Travelers Property Casualty	25674
INSURER F:	

INSURED
K-Five Construction Corp.
13769 Main Street
Lemont IL 60439

KFIVE-1

COVERAGES CERTIFICATE NUMBER: 1484045567 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		A5DG05441300	2/28/2013	2/28/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X X,C,U Included						PERSONAL & ADV INJURY	$1,000,000
	X Contractual Liab						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			A5CA05441300	2/28/2013	2/28/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			BE011660876	2/28/2013	2/28/2014	EACH OCCURRENCE	$25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$25,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	A5DW05441300	2/28/2013	2/28/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella			HO13EXC772567IV	2/28/2013	2/28/2014	Limit:	$50,000,000
D	Pollution Liability			CPL2021940513	5/8/2012	5/8/2013	Limit:	$2,000,000
E	Contractors Equipment			QT-660-2C421833	2/28/2013	2/28/2014	Leased and/or Rented	$500,000

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

RE: K-Five Job 13004 - Cook County Contract 13-28-006; 138th Street - Ashland Avenue to Cottage Grove Avenue Section 12-B5332-03-RP CSX Transportation, Inc. is included as an additional insured under the G/L Policy with respect to right-of-entry agreement with the named insured for the above referenced project. *Waiver of subrogation applies to the workers compensation policy in favor of CSX Transportation, Inc.

CERTIFICATE HOLDER

CSX Transportation, Inc.
301 W. Lake Street
1717 Dixie Highway
Ft. Wright KY 41011

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Owners & Contractors Protective Liability
Railroad Protective Liability
Contractors Pollution Liability

555 Croton Road, Suite 206, King of Prussia, PA 19406 support@123ocp.com 866-883-7692

OCP Binder

Date: 03/12/2013	**Binder Number:** R01460-030813-24423-A **Quote Class:** 16292
Agent & Agency	Lisa Sizemore -- COLUMBIAN INSURANCE AGENCY (Code: 123CIA1)
Agent Address	P. O. BOX 39
Agent City, State, Zip	NEW LENOX, IL 60451
Insured Name	County of Cook
Insured Address	69 W. Washington, Room 2300
Insured City, State, Zip	Chicago, IL 60602
Contractor Name	K-Five Construction
Job Description	Road Construction
Job Location	Chicago, Cook County, IL
Coverage	OCP
Carrier	Mid Continent
Policy Dates	**Effective** 3/12/2013 **Expiration** 11/12/2013
Limits	$2,000,000 Each Occurrence $4,000,000 General Aggregate Limit
Premium	$2,663.00 Minimum and deposit $0.00 Surcharge $2,663.00 Total Premium is adjustable based on contract cost of $2,621,418

Declaration
Nuclear Energy Liability Exclusion
Silica or Silica-Related Dust Exclusion
CG0009 Owners and Contractors Protective Liability Coverage Form for Operations of Designated Contractor
State Mandatory Forms for applicable state
Fungus Mildew Mold Exclusion
Asbestos Exclusion
Lead Exclusion

OK TW

HUDSON
INSURANCE GROUP

RAILROAD PROTECTIVE LIABILITY INSURANCE GROUP

A voluntary membership organization whose principal office is:
4323 Warren Street, NW, Washington, D.C. 20016-2437

POLICY CERTIFICATE

THIS POLICY CERTIFICATE IS ISSUED UNDER MASTER POLICY NUMBER 201301
ISSUED TO RAILROAD PROTECTIVE INSURANCE GROUP

Policy Number: RRP2442700139

Named Insured: Canadian National and its affiliates including Designated Employees and:

1) Any subsidiary company of such organization, including any subsidiary company thereof:
   a. Existing at the effective date of this policy, or
   b. Acquired during the "Policy Period"

2) Any other company controlled and actively managed by such organization or other subsidiary thereof;
   a. At the effective date of this policy, or
   b. Upon the acquisition of the control, and active management thereof if acquired during the "Policy Period."

Named Insured Mailing Address: 17641 S. Ashland Ave. Homewood, IL 60430

Contractor Name: K-Five Construction

Contractor Address: 13769 Main Street Lemont, IL 60439

Project Work: Road Construction

Location of Work 38th Street - Ashland Avenue to Cottage Grove Avenue Section 12-B5332-03-RP

Contract Cost: within 50 ft $131,000 **Contract # or Name:** 13-28-006

Policy Period: **EFFECTIVE DATE:** 3/12/2013 **12:01 AM** to **EXPIRATION DATE:** 11/12/2013 **12:01 AM**

Limits of Liability: $5,000,000 per occurrence; $10,000,000 policy certificate aggregate
Limits apply separately to each policy certificate issued under the Master Policy.

Territory: United States of America

Premium: $3,450.00

Notice: Notices required to be given by the Named Insured under this policy shall be sent to:
Attn: Claims Department
Hudson Insurance Company
100 William Street, 5th Floor
New York, N.Y. 10038

Wording: As per the Railroad Protective Form CG 00 35 12 07; HLEAD001 01 11; HASB001 01 11; HTER001 01 11; CG 21 70 01 08; CG 21 76 01 089; CG 21 96 03 05; CG 31 99 12 04;

Terms: All other terms and conditions as per the referenced Policy Form above and applicable Endorsements.

Agent Name: COLUMBIAN INSURANCE AGENCY

Agent Address: P. O. BOX 39 NEW LENOX, IL 60451

OILTW

Authorized Representative

DATE: 3/12/2013

HUDSON
INSURANCE GROUP

RAILROAD PROTECTIVE LIABILITY INSURANCE

MASTER POLICY

MASTER POLICY NUMBER: RRP 201301

DECLARATIONS

Insurance Company	Hudson Insurance Company 100 William Street, 5th Floor New York, NY 10038
Named Insured **Address**	Railroad Protective Insurance Group 4323 Warren Street, NW Washington, D.C. 20016-2437
Policy Holder **Address**	Member of the Railroad Protective Insurance Group Listed on Policy Certificate 4323 Warren Street, NW Washington, D.C. 20016-2437
Contractor:	All contractors added to the Schedule of Projects by the Program Administrator and issued a Policy Certificate under this Policy for "Work" conducted in the "Job Location" specified on the Policy Certificate.
Work:	Wire Installation Overhead and/or Wire or Pipe Installation Underground of the Named Insured's track bed, or any work performed within 50 feet of the Named Insured's Right of Way reported in the Schedule of Projects
Policy Period:	12:01AM January 1,2013, to 12:01am January 1, 2018 All "Work" reported during this policy period is covered for the duration of the "Work."

Limits of Liability:	$ as per Policy Certificate issued to each member each occurrence
	$ as per Policy Certificate issued to each member each policy certificate aggregate
	Limits apply separately for each Policy Certificate issued under this Policy

Territory:	United States of America
Premium:	As reported by the Named Insured on a monthly basis per the agreement
Notice:	Notices required to be given by the Named Insured under this policy shall be sent to: Hudson Insurance Company 100 William Street, 5th Floor New York, N.Y. 10038 Claims Department
Wording:	As per the Railroad Protective Form CG 00 35 12 07; HLEAD001 01 11; HASB001 01 11; HTER001 01 11; CG 21 70 01 08; CG 21 76 01 089; CG 21 96 03 05; CG 31 99 12 04;
Terms:	All other terms and conditions as per the referenced Policy Form above and applicable Endorsements.

IN WITNESS WHEREOF, We have caused this policy to be executed by our President and our Corporate Secretary at New York, New York.

OKTW

Christopher L. Gallagher, President & CEO

Dina Daskalakis, Corporate Secretary

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage **A.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" occurs during the policy period; and

(2) The "bodily injury" or "property damage" arises out of acts or omissions at the "job location" which are related to or are in connection with the "work" described in the Declarations.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is a "covered contract".

c. Completed Work

"Bodily injury" or "property damage" occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

(1) When all the "work" called for in the "contractor's" contract has been completed.

(2) When all the "work" to be done at the "job location" has been completed.

(3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the existence of or removal of tools, uninstalled equipment or abandoned or unused materials.

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d. Acts Or Omissions Of Insured

"Bodily injury" or "property damage", the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees". This exclusion does not apply to injury or damage sustained at the "job location" by any of "your designated employees" or employee of the "contractor", or by any employee of the governmental authority or any other contracting party (other than you) specified in the Declarations.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to any obligation of the insured under the Federal Employers Liability Act, as amended.

f. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from the "job location":

(1) Due to the past or present use of the "job location" by you or for you or others for the handling, storage, disposal, processing or treatment of waste; or

(2) Due to the dumping or disposal of waste on the "job location" by the "contractor" with the knowledge of you or any of "your designated employees"; or

(3) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the "job location" in connection with such operations by you, the "contractor" or "your designated employee". However, this subparagraph does not apply to:

(a) "Bodily injury" or "property damage" arising out of the escape of fuels or lubricants from equipment used at the "job location".

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(4) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

g. Damage To Owned, Leased Or Entrusted Property

"Property damage" to property owned by you or leased or entrusted to you under a lease or trust agreement.

h. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE B – PHYSICAL DAMAGE TO PROPERTY

1. Insuring Agreement

We will pay for "physical damage to property" to which this insurance applies. The "physical damage to property" must occur during the policy period. The "physical damage to property" must arise out of acts or omissions at the "job location" which are related to or in connection with the "work" described in the Declarations. The property must be owned by or leased or entrusted to you under a lease or trust agreement.

2. Exclusions

This insurance does not apply to "physical damage to property":

a. Completed Work

Occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

(1) When all the "work" called for in the "contractor's" contract has been completed.

(2) When all the "work" to be done at the "job location" has been completed.

(3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "physical damage to property" resulting from the existence of tools, uninstalled equipment or abandoned or unused materials.

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b. Acts Or Omissions Of Insured

The sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees".

c. Nuclear Incidents Or Conditions

Due to nuclear reaction, nuclear radiation or radioactive contamination or to any related act or condition.

d. Pollution

Due to the discharge, dispersal, seepage, migration, release or escape of "pollutants" excluded under Exclusion **f.** Pollution, Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGE A

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
5. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.
6. All reasonable expenses, incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. You are an insured.
2. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors.
3. Your stockholders are insureds, but only with respect to their liability as stockholders.
4. Any railroad operating over your tracks is an insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property".
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property" arising out of any one occurrence.
4. Subject to Paragraph **3.** above, the payment for "physical damage to property" shall not exceed the lesser of:
   a. The actual cash value of the property at the time of loss; or
   b. The cost to repair or replace the property with other property of like kind or quality.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

A. The following Conditions apply to Coverages **A** and **B:**

1. **Assignment**

   Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.

2. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

3. **Cancellation**

   a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

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b. We may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of cancellation at least 60 days before the effective date of cancellation.

c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

e. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Inspections And Surveys

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

6. Other Insurance

The insurance afforded by this policy is:

a. Primary insurance and we will not seek contribution from any other insurance available to you except if the other insurance is provided by a contractor other than the designated contractor for the same operation and "job location"; and

b. If the other insurance is available, we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Premium And Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Contract cost, the premium base shown in the Declarations, means the total cost of the operations described in the Declarations.

c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the contractor designated in the Declarations.

In no event shall the payment of premium be your obligation.

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8. **Transfer Of Rights Of Recovery Against Others To Us**

   If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

   If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Conditions apply to Coverage **A** only:

1. **Legal Action Against Us**

   No person or organization has a right under this policy:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this policy unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

2. **Duties In The Event Of Occurrence, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the occurrence 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.

   b. If a claim is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Separation Of Insureds**

   Except with respect to the Limits of Insurance this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom claim is made or "suit" is brought.

C. The following Conditions apply to Coverage **B** only:

1. **Appraisal**

   If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written demand for an appraisal of the loss within sixty (60) days after proof of loss is filed. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we still retain our right to deny the claim.

2. **No Benefit To Bailee**

   No person or organization, other than you, having custody of the property will benefit from this insurance.

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3. **Insured's Duties In The Event Of A Loss**

   You must:

   a. Protect the property, whether or not the loss is covered by this policy. Any further loss due to your failure to protect the property shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request; and

   b. Submit to us, as soon after the loss as possible, your swom proof of loss containing the information we request to settle the loss and, at our request, make available the damaged property for examination.

4. **Legal Action Against Us**

   No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with and until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

5. **Payment Of Loss**

   We may pay for the loss in money, but there can be no abandonment of any property to us.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Contractor" means the contractor designated in the Declarations and includes all subcontractors working directly or indirectly for that "contractor" but does not include you.
3. "Covered contract" means any contract or agreement to carry a person or property for a charge or any interchange contract or agreement respecting motive power, or rolling stock equipment.
4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
5. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
6. "Job location" means the job location designated in the Declarations including any area directly related to the "work" designated in the Declarations. "Job location" includes the ways next to it.
7. "Physical damage to property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, bridges or buildings.
8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
9. "Property damage" means:

   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

10. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

11. "Work" means work or operations performed by the "contractor" including materials, parts or equipment furnished in connection with the work or operations.
12. "Your designated employee" means:

    a. Any supervisory employee of yours at the "job location";

    b. Any employee of yours while operating, attached to or engaged on work trains or other railroad equipment at the "job location" which are assigned exclusively to the "contractor"; or

    c. Any employee of yours not described in Paragraph **a.** or **b.** above who is specifically loaned or assigned to the work of the "contractor" for the prevention of accidents or protection of property.

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THIS ENDORSMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLLY

ASBESTOS EXCLUSION ENDORSEMENT

It is hereby understood and agreed that the following exclusion is added to Coverage A – **Bodily Injury and Property Damage Liability** and Coverage B – **Physical Damage to Property** of Section 1 – Coverage under paragraph 2.

Exclusions:

This insurance does not apply to any obligation of the Company:

A. to investigate, settle or defend any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind including loss of use to persons or property which arises out of or would not have occurred but for:

   (1) exposure to asbestos; or
   (2) manifestation of any disease relating to the exposure to asbestos; during policy period or at any time prior to the policy period;

B. to pay, contribute or indemnify another for any injury or damage resulting in judgments, settlements, loss, costs or expenses awarded or incurred that:

   (1) arises out of any such claim or suit; or
   (2) arises due to compliance with any action authorized by law relating to such injury or damage.

All other terms and conditions remain unchanged

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EXCLUSION – LIABILITY FOR HAZARDS OF LEAD

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

The following is added to Paragraph **2., Exclusions** of **Section I – Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" caused in whole or in part, either directly or indirectly, by lead paint or lead contamination, or arising out of or incidental to the inhalation, ingestion, use, handling, or contact with lead paint or lead contamination.

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THIS ENDORSMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLLY

DISCLOSURE – TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act, for **ZERO** additional premium.

Federal Participation In Payment of Terrorism Losses

If an individual insurer's losses exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for 85% of losses paid in excess of the deductible, provided that aggregate industry losses from a "certified act of terrorism" exceed $100 million.

Cap on Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to "certified acts of terrorism" exceed $100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds $100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

BROAD FORM

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

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"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the **Definitions** Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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HUDSON
INSURANCE GROUP®

RAILROAD PROTECTIVE LIABILITY INSURANCE GROUP

A voluntary membership organization whose principal office is:
4323 Warren Street, NW, Washington, D.C. 20016-2437

POLICY CERTIFICATE

THIS POLICY CERTIFICATE IS ISSUED UNDER MASTER POLICY NUMBER 201301
ISSUED TO RAILROAD PROTECTIVE INSURANCE GROUP

Policy Number: RRP2443000141

Named Insured: CSX Transportation, Inc. and its affiliates including Designated Employees and:

1) Any subsidiary company of such organization, including any subsidiary company thereof:
   a. Existing at the effective date of this policy, or
   b. Acquired during the "Policy Period"

2) Any other company controlled and actively managed by such organization or other subsidiary thereof;
   a. At the effective date of this policy, or
   b. Upon the acquisition of the control, and active management thereof if acquired during the "Policy Period."

Named Insured Mailing Address: 301 W. Lake Street 1717 Dixie Highway Ft. Wright, KY 41011

Contractor Name: K-Five Construction

Contractor Address: 13769 Main Street Lemont, IL 60439

Project Work: Road Construction

Location of Work 38th Street - Ashland Avenue to Cottage Grove Avenue Section 12-B5332-03-RP; Station 126+48, Station 127+45 and Station 127+67

Contract Cost: within 50 ft $131,000 **Contract # or Name:** 13-28-006

Policy Period: **EFFECTIVE DATE:** 3/12/2013 **12:01 AM** to **EXPIRATION DATE:** 11/12/2013 **12:01 AM**

Limits of Liability: $5,000,000 per occurrence; $10,000,000 policy certificate aggregate
Limits apply separately to each policy certificate issued under the Master Policy.

Territory: United States of America

Premium: $3,450.00

Notice: Notices required to be given by the Named Insured under this policy shall be sent to:
Attn: Claims Department
Hudson Insurance Company
100 William Street, 5th Floor
New York, N.Y. 10038

Wording: As per the Railroad Protective Form CG 00 35 12 07; HLEAD001 01 11; HASB001 01 11; HTER001 01 11; CG 21 70 01 08; CG 21 76 01 089; CG 21 96 03 05; CG 31 99 12 04;

Terms: All other terms and conditions as per the referenced Policy Form above and applicable Endorsements.

Agent Name: COLUMBIAN INSURANCE AGENCY

Agent Address: P. O. BOX 39 NEW LENOX, IL 60451

Authorized Representative

DATE: 3/12/2013 .

HUDSON
INSURANCE GROUP®

RAILROAD PROTECTIVE LIABILITY INSURANCE

MASTER POLICY

MASTER POLICY NUMBER: RRP 201301

DECLARATIONS

Insurance Company	Hudson Insurance Company 100 William Street, 5th Floor New York, NY 10038
Named Insured **Address**	Railroad Protective Insurance Group 4323 Warren Street, NW Washington, D.C. 20016-2437
Policy Holder **Address**	Member of the Railroad Protective Insurance Group Listed on Policy Certificate 4323 Warren Street, NW Washington, D.C. 20016-2437
Contractor:	All contractors added to the Schedule of Projects by the Program Administrator and Issued a Policy Certificate under this Policy for "Work" conducted in the "Job Location" specified on the Policy Certificate.
Work:	Wire Installation Overhead and/or Wire or Pipe Installation Underground of the Named Insured's track bed, or any work performed within 50 feet of the Named Insured's Right of Way reported in the Schedule of Projects
Policy Period:	12:01AM January 1,2013, to 12:01am January 1, 2018 All "Work" reported during this policy period is covered for the duration of the "Work."

Limits of Liability:	$ as per Policy Certificate issued to each member each occurrence
	$ as per Policy Certificate issued to each member each policy certificate aggregate
	Limits apply separately for each Policy Certificate issued under this Policy

Territory:	United States of America
Premium:	As reported by the Named Insured on a monthly basis per the agreement
Notice:	Notices required to be given by the Named Insured under this policy shall be sent to: Hudson Insurance Company 100 William Street, 5th Floor New York, N.Y. 10038 Claims Department
Wording:	As per the Railroad Protective Form CG 00 35 12 07; HLEAD001 01 11; HASB001 01 11; HTER001 01 11; CG 21 70 01 08; CG 21 76 01 089; CG 21 96 03 05; CG 31 99 12 04;
Terms:	All other terms and conditions as per the referenced Policy Form above and applicable Endorsements.

IN WITNESS WHEREOF, We have caused this policy to be executed by our President and our Corporate Secretary at New York, New York.

Christopher L. Gallagher, President & CEO

Dina Daskalakis, Corporate Secretary

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage **A.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" occurs during the policy period; and

(2) The "bodily injury" or "property damage" arises out of acts or omissions at the "job location" which are related to or are in connection with the "work" described in the Declarations.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is a "covered contract".

c. Completed Work

"Bodily injury" or "property damage" occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

(1) When all the "work" called for in the "contractor's" contract has been completed.

(2) When all the "work" to be done at the "job location" has been completed.

(3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the existence of or removal of tools, uninstalled equipment or abandoned or unused materials.

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d. Acts Or Omissions Of Insured

"Bodily injury" or "property damage", the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees". This exclusion does not apply to injury or damage sustained at the "job location" by any of "your designated employees" or employee of the "contractor", or by any employee of the governmental authority or any other contracting party (other than you) specified in the Declarations.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to any obligation of the insured under the Federal Employers Liability Act, as amended.

f. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from the "job location":

(1) Due to the past or present use of the "job location" by you or for you or others for the handling, storage, disposal, processing or treatment of waste; or

(2) Due to the dumping or disposal of waste on the "job location" by the "contractor" with the knowledge of you or any of "your designated employees"; or

(3) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the "job location" in connection with such operations by you, the "contractor" or "your designated employee". However, this subparagraph does not apply to:

(a) "Bodily injury" or "property damage" arising out of the escape of fuels or lubricants from equipment used at the "job location".

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(4) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

g. Damage To Owned, Leased Or Entrusted Property

"Property damage" to property owned by you or leased or entrusted to you under a lease or trust agreement.

h. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE B – PHYSICAL DAMAGE TO PROPERTY

1. Insuring Agreement

We will pay for "physical damage to property" to which this insurance applies. The "physical damage to property" must occur during the policy period. The "physical damage to property" must arise out of acts or omissions at the "job location" which are related to or in connection with the "work" described in the Declarations. The property must be owned by or leased or entrusted to you under a lease or trust agreement.

2. Exclusions

This insurance does not apply to "physical damage to property":

a. Completed Work

Occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

(1) When all the "work" called for in the "contractor's" contract has been completed.

(2) When all the "work" to be done at the "job location" has been completed.

(3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "physical damage to property" resulting from the existence of tools, uninstalled equipment or abandoned or unused materials.

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b. Acts Or Omissions Of Insured

The sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees".

c. Nuclear Incidents Or Conditions

Due to nuclear reaction, nuclear radiation or radioactive contamination or to any related act or condition.

d. Pollution

Due to the discharge, dispersal, seepage, migration, release or escape of "pollutants" excluded under Exclusion **f.** Pollution, Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGE A

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
5. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.
6. All reasonable expenses, incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. You are an insured.
2. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors.
3. Your stockholders are insureds, but only with respect to their liability as stockholders.
4. Any railroad operating over your tracks is an insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property".
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property" arising out of any one occurrence.
4. Subject to Paragraph **3.** above, the payment for "physical damage to property" shall not exceed the lesser of:
   a. The actual cash value of the property at the time of loss; or
   b. The cost to repair or replace the property with other property of like kind or quality.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

A. The following Conditions apply to Coverages **A** and **B:**

1. Assignment

Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.

2. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

3. Cancellation

a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

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b. We may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of cancellation at least 60 days before the effective date of cancellation.

c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

e. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Inspections And Surveys

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

6. Other Insurance

The insurance afforded by this policy is:

a. Primary insurance and we will not seek contribution from any other insurance available to you except if the other insurance is provided by a contractor other than the designated contractor for the same operation and "job location"; and

b. If the other insurance is available, we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Premium And Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Contract cost, the premium base shown in the Declarations, means the total cost of the operations described in the Declarations.

c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the contractor designated in the Declarations.

In no event shall the payment of premium be your obligation.

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8. **Transfer Of Rights Of Recovery Against Others To Us**

   If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

   If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Conditions apply to Coverage **A** only:

1. **Legal Action Against Us**

   No person or organization has a right under this policy:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this policy unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

2. **Duties In The Event Of Occurrence, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the occurrence 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.

   b. If a claim is made or "suit" is brought against any insured, you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Separation Of Insureds**

   Except with respect to the Limits of Insurance this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom claim is made or "suit" is brought.

C. The following Conditions apply to Coverage **B** only:

1. **Appraisal**

   If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written demand for an appraisal of the loss within sixty (60) days after proof of loss is filed. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we still retain our right to deny the claim.

2. **No Benefit To Bailee**

   No person or organization, other than you, having custody of the property will benefit from this insurance.

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3. **Insured's Duties In The Event Of A Loss**

   You must:

   a. Protect the property, whether or not the loss is covered by this policy. Any further loss due to your failure to protect the property shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request; and

   b. Submit to us, as soon after the loss as possible, your sworn proof of loss containing the information we request to settle the loss and, at our request, make available the damaged property for examination.

4. **Legal Action Against Us**

   No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with and until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

5. **Payment Of Loss**

   We may pay for the loss in money, but there can be no abandonment of any property to us.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. "Contractor" means the contractor designated in the Declarations and includes all subcontractors working directly or indirectly for that "contractor" but does not include you.

3. "Covered contract" means any contract or agreement to carry a person or property for a charge or any interchange contract or agreement respecting motive power, or rolling stock equipment.

4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

5. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

6. "Job location" means the job location designated in the Declarations including any area directly related to the "work" designated in the Declarations. "Job location" includes the ways next to it.

7. "Physical damage to property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, bridges or buildings.

8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

9. "Property damage" means:

   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

10. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

11. "Work" means work or operations performed by the "contractor" including materials, parts or equipment furnished in connection with the work or operations.

12. "Your designated employee" means:

    a. Any supervisory employee of yours at the "job location";

    b. Any employee of yours while operating, attached to or engaged on work trains or other railroad equipment at the "job location" which are assigned exclusively to the "contractor"; or

    c. Any employee of yours not described in Paragraph **a.** or **b.** above who is specifically loaned or assigned to the work of the "contractor" for the prevention of accidents or protection of property.

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ASBESTOS EXCLUSION ENDORSEMENT

It is hereby understood and agreed that the following exclusion is added to Coverage A – **Bodily Injury and Property Damage Liability** and Coverage B – **Physical Damage to Property** of Section 1 – Coverage under paragraph 2.

Exclusions:

This insurance does not apply to any obligation of the Company:

A. to investigate, settle or defend any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind including loss of use to persons or property which arises out of or would not have occurred but for:

   (1) exposure to asbestos; or
   (2) manifestation of any disease relating to the exposure to asbestos; during policy period or at any time prior to the policy period;

B. to pay, contribute or indemnify another for any injury or damage resulting in judgments, settlements, loss, costs or expenses awarded or incurred that:

   (1) arises out of any such claim or suit; or
   (2) arises due to compliance with any action authorized by law relating to such injury or damage.

All other terms and conditions remain unchanged

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EXCLUSION – LIABILITY FOR HAZARDS OF LEAD

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

The following is added to Paragraph **2., Exclusions** of **Section I – Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" caused in whole or in part, either directly or indirectly, by lead paint or lead contamination, or arising out of or incidental to the inhalation, ingestion, use, handling, or contact with lead paint or lead contamination.

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DISCLOSURE – TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act, for **ZERO** additional premium.

Federal Participation In Payment of Terrorism Losses

If an individual insurer's losses exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for 85% of losses paid in excess of the deductible, provided that aggregate industry losses from a "certified act of terrorism" exceed $100 million.

Cap on Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to "certified acts of terrorism" exceed $100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds $100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

BROAD FORM

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

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"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the **Definitions** Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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NE 1/30/13

NOTICE TO BIDDERS, SPECIFICATIONS, CONTRACT AND CONTRACT BOND

FOR
HIGHWAY IMPROVEMENT
County of Cook, Illinois

Toni Preckwinkle
Cook County Board President

John J. Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highway

Shannon E. Andrews
Acting Chief Procurement Officer

Letting: January 30, 2013

SECTION: 12-B5332-03-RP on Route No. B53

Known as 138th STREET
Ashland Avenue to Cottage Grove Avenue

Cook County Purchasing Contract No.: 13-28-006

NOTICE TO PROSPECTIVE BIDDERS: BIDDERS MUST RETURN THE ENTIRE BID

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

Pre-Bid Meeting: Tuesday, January 15, 2013
Cook County Department of Transportation and Highway
69 W. Washington Street, Suite 2260
Chicago, Illinois 60602

All questions are due on **Friday, January 18, 2013** no later than 3:00pm Chicago time

Send all questions via e-mails to: cho.ng@cookcountyil.gov – Cho Ng, Senior Contract Negotiator

Bid Submitted by:

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

Name K-Five Construction Corporation Phone No. 630/257-5600

Address 13769 Main Street

City Lemont State IL Zip Code 60439

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