



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

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

**John Yonan, P.E.**  
Superintendent  
Cook County Department of  
Transportation and Highways

Toni Preckwinkle  
Cook County Board President

**Shannon E. Andrews**  
Chief Procurement Officer

**Letting: June 5, 2013**

**OLD ORCHARD ROAD**  
**Harms Road to Edens Expressway (I-94) Southbound Ramps (Lockwood Avenue)**  
**Section: 00-A8326-01-RP Route A83**  
**Cook County Purchasing Contract No.: 1328-12639**

**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: fpt3st)

**Pre-Bid Meeting: Tuesday, May 21, 2013 – 11 a.m.**  
Cook County Department of Transportation and Highways  
69 W. Washington Street, Suite 2260  
Chicago, Illinois 60602

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

JUL 17 2013

All questions are due on **Friday, May 24, 2013**, no later than 3:00pm Chicago time **COM**

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

Bid Submitted by:

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Bid Bond is included | <input type="checkbox"/> A Cashier's Check or a Certified Check is Included |
|--|---|

Name Triggi Construction, Inc. Phone No. 630/584-4490  
Address POB 235, 1975 Powis Rd  
City West Chicago State IL Zip Code 60186-0235

0



**TONI PRECKWINKLE**

PRESIDENT  
Cook County Board  
of Commissioners

EARLEAN COLLINS  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
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DEBORAH SIMS  
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JOAN PATRICIA MURPHY  
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16th District

ELIZABETH ANN DODDY GORMAN  
17th District

OFFICE OF THE CHIEF PROCUREMENT OFFICER

**SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

May 30, 2013

ADDENDUM No. 1

Cook County Contract No. 1328-12639

OLD ORCHARD ROAD

Harms Road to Edens Expressway (I-94) Southbound Ramps (Lockwood Avenue)  
Section: 00-A8326-01-RP Route A83

This Addendum No. 1 provides for revised summary of quantities and drawings listed below. A spreadsheet of the revised Schedule of Prices is attached. Please acknowledge this Addendum No. 1 in your bid under "Special Provision for Proposal Agreements Addendum Receipt" listed under page 55 of the solicitation.

Revised quantity:

Pay Item #27: 740 (not 715) Foot Curb and Gutter Removal

Pay Item #44: 740 (not 715) Foot Combination Concrete Curb and Gutter, Type B-6.24

Pay Item #50: 61 (not 25) Foot Storm Sewers, Type 1 (RCCP Class IV) 12 Inch

Pay Item #51: 10 (not 5) Each Frames and Grates, Type 24V

Pay Item #61: 79 (not 76) Cubic Yard Trench Backfill

Pay Item #84: 495 (not 500) Foot Pipe Underdrains, Perforated Polyvinyl Chloride (PVC) Pipe, 6 Inch

Pay Item #86: 5 (not 2) Each Inlets, Type A, 2 Ft Dia. with Frame and Grate

Pay Item #89: 66 (added) Square Yard Pavement Replacement

Revised Plans:

Replace Plan Sheet #7 with 7R which reflects changes in the drainage plans

Replace Plan Sheet #15 with 15R which reflects changes in the Transverse Joint Detail

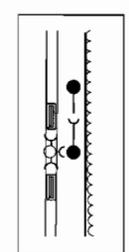
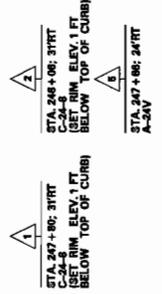
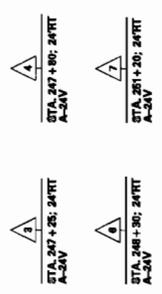
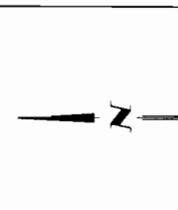
Replace Plan Sheet #23 with 23R which reflects changes in the Bedding Detail and standard for Trench Backfill.

END OF SECTION

Originate: Cho Ng  
Date: May 30, 2013

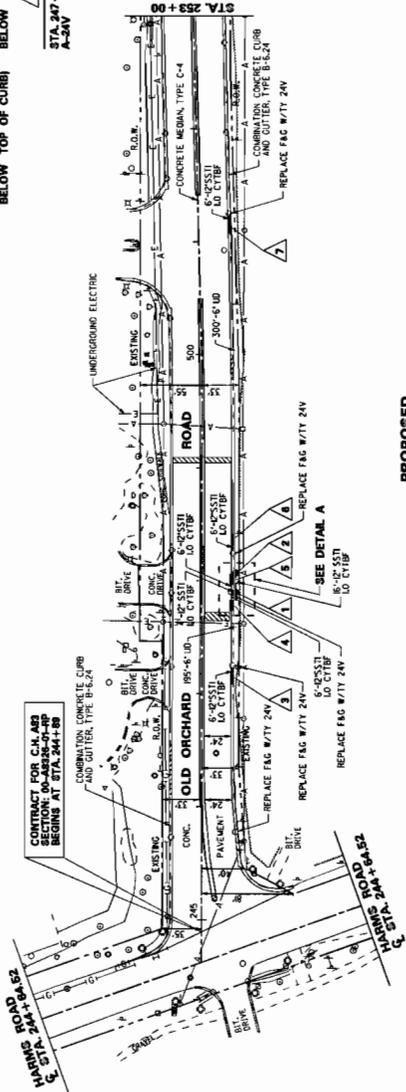
Shannon E. Andrews  
Chief Procurement Officer

|                |         |       |
|----------------|---------|-------|
| COUNTY         | PROJECT | SHEET |
| DEPARTMENT     | NO.     | OF    |
| SECTION        | DATE    | BY    |
| 04-48233-01-RP |         |       |



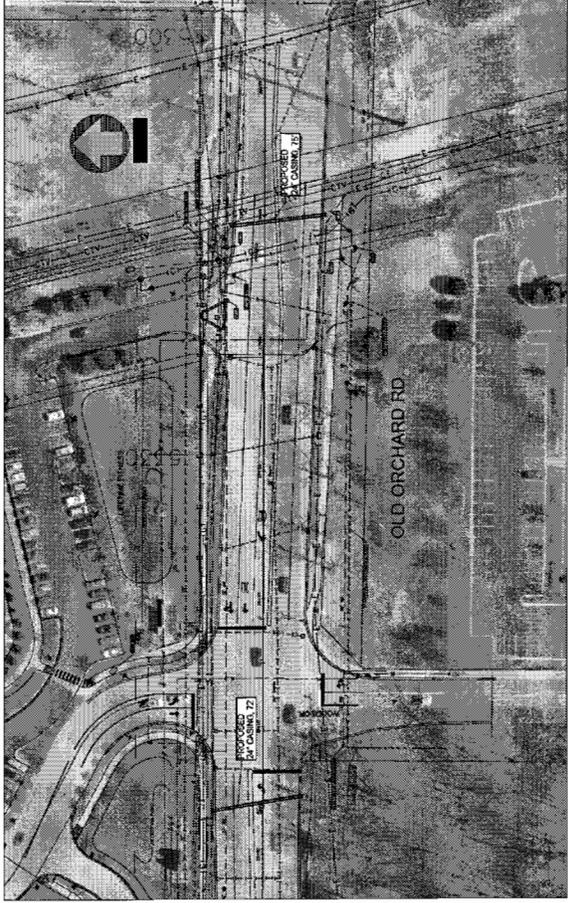
**NOTE:**

1. THE STATIONING OF PROPOSED CATCH BASINS AND INLETS ARE SHOWN FOR INFORMATION ONLY. THE EXACT LOCATIONS OF THESE STRUCTURES ARE TO BE DETERMINED BY THE RESIDENT ENGINEER.
2. ALL DIM. AND INLET ELEVATIONS OF PROPOSED STRUCTURES ARE TO BE DETERMINED BY THE RESIDENT ENGINEER.
3. A QUANTITY OF 18 CY OF BANSMENT REINFORCEMENT AND 28 FT CURB AND GUTTER HAS BEEN ADDED TO THE SUMMARY OF QUANTITIES FOR THE INSTALLATION OF THE PROPOSED INLETS AND THE REPLACEMENT OF THE FRAMES AND GRATES ON THE EXISTING STRUCTURES.



**PROPOSED**

**NOTE:**  
PROVIDE 5.5 FT. OF COVER FOR WATER MAIN CASING.



**VILLAGE OF SKOKIE WATERMAIN STEEL CASING**

|  |      |
|--|------|
| COUNTY OF COOK   |      |
| DEPARTMENT OF HIGHWAYS                                 |      |
| DRAINAGE AND UTILITIES                                 |      |
| OLD ORCHARD ROAD                                       |      |
| HARMS ROAD TO EDENS EXPRESSWAY (I-94) Southbound Ramps |      |
| COMPUTED BY  | DATE |
| DESIGNED BY  | DATE |
| APPROVED BY  | DATE |
| DRAWING AND UTILITIES DIVISION, 400                    |      |

STANDARDS 606101, 606201 AND 606306 - TYPE A GUTTER, TYPE B GUTTER AND OUTLET FOR CURB AND GUTTER

THE BARS SHALL BE NO. 20 INCL. SPACED AT 600 mm ON INCLINERS. CONCRETE INLETS, ENTRANCES AND OUTLETS FOR GUTTERS OR COMBINATION CURB AND GUTTER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PARTICULAR TYPE OF GUTTER OR COMBINATION CURB AND GUTTER SPECIFIED.

STANDARD 6065001 - CURB AND COMBINATION CURB AND GUTTER

| TYPE   | A    | B    | C   | D   |
|--------|------|------|-----|-----|
| 8-Y-20 | 200  | 300  | 125 | 25  |
| 8-Y-20 | (12) | (21) | (6) | (1) |
| 8-Y-45 | 450  | 300  | 125 | 25  |
| 8-Y-45 | (18) | (21) | (6) | (1) |
| 8-Y-60 | 600  | 300  | 125 | 25  |
| 8-Y-60 | (24) | (21) | (6) | (1) |

VARIABLE CURB AND GUTTER SHALL BE CONSTRUCTED WITH THE HEIGHT OF CURB VARYING BETWEEN 100 mm TO 140 mm AND 225 mm TO 300 mm INCL. AS REQUIRED BY THE HEIGHT OF CURB ELEVATION SHALL BE DETERMINED BY THE ENGINEER.

LONGITUDINAL JOINT THE BARS SHALL BE NO. 20 INCL. SPACED AT 600 mm ON INCLINERS. AT THE CONTRACTOR'S OPTION, THE BARS MAY BE BENT AT RIGHT ANGLES AGAINST THE EDGE OF THE PAVEMENT TO BE INSTALLED BEFORE THE CURB AND GUTTER IS PLACED, SUBJECT TO THE APPROVAL OF THE ENGINEER.

WHERE EXISTING CURB AND GUTTER IS TO BE REMOVED AND REPLACED ADJACENT TO EXISTING CONCRETE PAVEMENT REMAINING IN PLACE, THE CONTRACTOR SHALL REMOVE THE REMOVAL SO THAT THE EXISTING TIE BARS CAN BE USED IN FITTING THE NEW CURB AND GUTTER TO THE EXISTING PAVEMENT. THE BARS SHALL BE NO. 20 INCL. SPACED AT 600 mm ON INCLINERS WITH 600 mm ON INCL. CENTERS IN ACCORDANCE WITH THE ARTICLE 428.05 OF THE STANDARD SPECIFICATIONS. THE CONTRACT UNIT PRICE FOR THE REMOVAL AND REPLACEMENT OF EXISTING CURB AND GUTTER SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE PARTICULAR TYPE OF CURB AND GUTTER SPECIFIED.

THE DEPTH OF THE CURB OR COMBINATION CURB AND GUTTER SHALL BE EQUIVALENT TO THE DEPTH OF THE ADJACENT PAVEMENT, REGARDLESS OF PAVEMENT COMPOSITION.

STANDARD 35-3001 - PCC BASE WITH HOT MIX ASPHALT BINDER AND SURFACE COURSE

THE BARS SHALL BE NO. 20 INCL. SPACED AT 700 mm ON INCLINERS.

STANDARD 420001 - PAVEMENT JOINTS

JOINTS AND REINFORCEMENT BARS SHALL BE PLACED IN ACCORDANCE WITH THE P.C. CONCRETE PAVEMENT DETAIL SHOWN ON THIS SHEET.

LONGITUDINAL CONSTRUCTION JOINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL SHOWN ON THIS SHEET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER POSITIONING OF THE JOINTS AGAINST THE TYPE C METAL JOINT AND BRIDGEWALKER INTO FINAL POSITION BEFORE THE ADJACENT CONCRETE PAVEMENT POUR, SUBJECT TO THE APPROVAL OF THE ENGINEER.

THE BARS SHALL BE NO. 20 INCL.

TRANSVERSE SAWED CONSTRUCTION JOINTS, TRANSVERSE CONSTRUCTION JOINTS AND JOINTS AT CONTRACT TERMINALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAILS SHOWN ON THIS SHEET.

STANDARD 442101 - CLASS B PATCHES

IF A SAWED LONGITUDINAL JOINT IS REQUIRED, THE BARS SHALL BE NO. 20 INCL. SPACED AT 700 mm ON INCLINERS.

STANDARD 442201 - CLASS C AND D PATCHES

CLASS C PATCHES SHALL BE TIED TO THE EXISTING PAVEMENT ALONG ALL SIDES OF THE PATCH. CLASS D PATCHES SHALL BE TIED TO THE EXISTING PAVEMENT ALONG ALL SIDES OF THE PATCH. THE BARS SHALL BE NO. 20 INCL. SPACED AT 700 mm ON INCLINERS. THE CONTRACT UNIT PRICE FOR CLASS C PATCHES SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR CLASS C PATCHES.

ALL GUARDRAIL AND TRAFFIC BARRIER TERMINAL STANDARDS

HOT MIX ASPHALT SHOULDERS SHALL BE PLACED UNDER THE ENTIRE LENGTH OF ALL GUARDRAIL AND TRAFFIC BARRIER TERMINALS. THE WIDTH OF THE SHOULDER SHALL EXTEND ONE FOOT BEYOND EITHER SIDE OF THE TERMINAL ENDS. THE WIDTH OF THE SHOULDER SHALL EXTEND ONE FOOT BEYOND EITHER SIDE OF THE PORTS FOR THE GUARDRAIL AND TRAFFIC BARRIER TERMINALS AND AS SHOWN ON THE PLANS. THE CONTRACT UNIT PRICE FOR THE SHOULDER SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR HOT-MIX ASPHALT SHOULDERS, IN.

REVISOR APR. 2013 TRANSVERSE JOINT DETAIL

REVISOR DEC. 2012 (TIE BAR SIZE AND SPACING)

REVISOR DEC. 2010 TRANSVERSE JOINT DETAIL

REVISOR DEC. 2008 ISAWED CONSTRUCTION JOINT DETAIL

REVISOR NOV. 2008 ISAWED CONSTRUCTION JOINTS (5 FT.)

REVISOR AUG. 2007 HOT MIX ASPHALT SHOULDERS

REVISOR OCT. 2006 TRANSVERSE JOINT DETAIL

REVISOR JUN. 2004 ISAWED CONSTRUCTION JOINTS

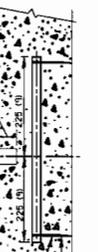
REVISOR DEC. 2002



P.C. CONCRETE PAVEMENT DETAIL  
SEE I.O.D.T. STANDARDS 420001 AND 420002 FOR ADDITIONAL DETAILS



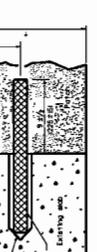
LONGITUDINAL CONSTRUCTION JOINT DETAIL  
TYPE A - INSTALL TIE BARS  
TYPE B - OMIT TIE BARS



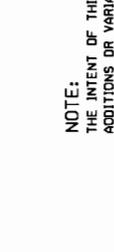
CONTRACTION JOINT DETAIL



TRANSVERSE CONSTRUCTION JOINT DETAIL



TRANSVERSE JOINT DETAIL



JOINT DETAIL AT CONTRACT TERMINALS

NO. 20 INCL. B (DEFORMED) TIE BARS, 750 mm LONG AT 600 mm C/C'S.

NOTE: THE INTENT OF THIS STANDARD IS TO REFLECT ADDITIONS OR VARIATIONS TO I.O.D.T. STANDARDS CONTAINED IN THE PLANS. THIS STANDARD SHALL GOVERN OVER THE I.O.D.T. STANDARDS.

DETAIL NOTES: SEE I.O.D.T. STANDARDS FOR DETAILS NOT SHOWN. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN. ALL TIE BAR SIZES ARE METRIC. STANDARD 1 - PAVEMENT THICKNESS

CONTRACTOR'S NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

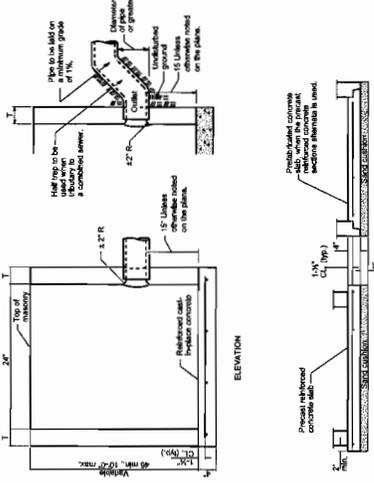
COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS  
DIVISION OF DESIGN AND CONSTRUCTION  
SUPPLEMENTAL TO I.O.D.T. STANDARDS

CONTRACT NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

|                |               |     |              |
|----------------|---------------|-----|--------------|
| COUNTY HIGHWAY | 2013          | 238 | TOTAL SHEETS |
| YEAR           | 2013          | 238 | 30           |
| SECTION        | C-4432-2-3-10 |     |              |

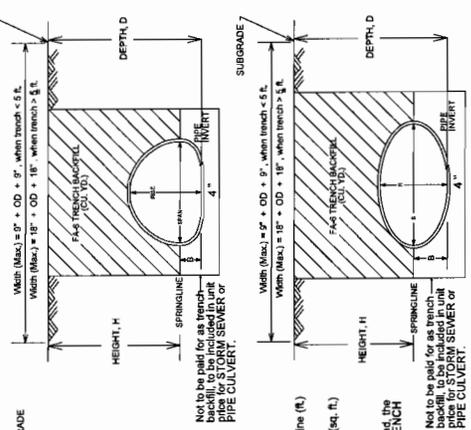
| ALTERNATE MATERIALS FOR WALLS    | MIN. | MAX. |
|----------------------------------|------|------|
| Precast Reinforced Concrete Slab | 18"  | 18"  |
| Concrete Masonry Unit            | 8"   | 8"   |
| Cast-in-Place Concrete           | 8"   | 8"   |
| Block Masonry                    | 8"   | 8"   |

**GENERAL NOTES**  
 See Cook County Standard D-10 for Catch and Bait Basin construction. The catch and bait basin shall be constructed in accordance with the following specifications:  
 1. The catch and bait basin shall be constructed with a minimum of 18" thick concrete walls and a minimum of 18" thick concrete floor.  
 2. The catch and bait basin shall be constructed with a minimum of 18" thick concrete walls and a minimum of 18" thick concrete floor.  
 3. The catch and bait basin shall be constructed with a minimum of 18" thick concrete walls and a minimum of 18" thick concrete floor.  
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 9. The catch and bait basin shall be constructed with a minimum of 18" thick concrete walls and a minimum of 18" thick concrete floor.  
 10. The catch and bait basin shall be constructed with a minimum of 18" thick concrete walls and a minimum of 18" thick concrete floor.  
 All dimensions are in inches unless otherwise shown.



|  |          |
|--|----------|
| NOT TO SCALE                             |          |
| <b>STANDARD D-32</b>                     |          |
| COUNTY OF COOK<br>DEPARTMENT OF HIGHWAYS |          |
| <b>CATCH BASIN<br/>TYPE C</b>            |          |
| DESIGNED BY                              | APPROVED |
| CHECKED BY                               | DATE     |

The trenching and backfilling for sewer work shall be in accordance with Article 550.07 of the IDOT Standard Specifications for Road and Bridge Construction. Payment for TRENCH BACKFILL to be from bottom of subgrade to springline of pipe. The jacking tube shall extend to a depth of at least half the distance between the spring line and the bottom of the pipe and shall be spaced as directed by the engineer but no farther than 36" rock apart.



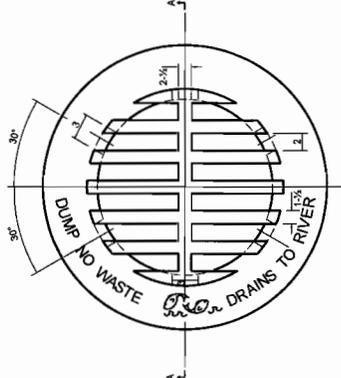
|  |          |
|--|----------|
| NOT TO SCALE                             |          |
| <b>STANDARD D-11</b>                     |          |
| COUNTY OF COOK<br>DEPARTMENT OF HIGHWAYS |          |
| <b>BEDDING DETAIL</b>                    |          |
| DESIGNED BY                              | APPROVED |
| CHECKED BY                               | DATE     |

Trench Backfill shall be F-45 backfill in accordance with Article 550.07 of the Standard Specifications. Payment for TRENCH BACKFILL to be from bottom of subgrade to springline of pipe. F-45 shall be deposited to a depth of springline of pipe and then water filled through holes on each side of the pipe. The jacking tube shall extend to a depth of at least half the distance between the spring line and the bottom of the pipe and shall be spaced as directed by the engineer but no farther than 36" rock apart.

|                |               |     |              |
|----------------|---------------|-----|--------------|
| COUNTY HIGHWAY | 2013          | 238 | TOTAL SHEETS |
| YEAR           | 2013          | 238 | 30           |
| SECTION        | C-4432-2-3-10 |     |              |

| ALTERNATE MATERIALS FOR WALLS    | MIN. | MAX. |
|----------------------------------|------|------|
| Precast Reinforced Concrete Slab | 18"  | 18"  |
| Concrete Masonry Unit            | 8"   | 8"   |
| Cast-in-Place Concrete           | 8"   | 8"   |
| Block Masonry                    | 8"   | 8"   |

**GENERAL NOTES**  
 See Cook County Standard D-10 for Catch and Bait Basin construction. The catch and bait basin shall be constructed in accordance with the following specifications:  
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 All dimensions are in inches unless otherwise shown.



**GENERAL NOTES**  
 The Standard conforms to IDOT Standard D-1033 except for the Cook County requirement for allowing grate frame with "DUMPS TO RIVER" "DUMP NO RIVER".  
 All dimensions are in inches unless otherwise shown.

|  |          |
|--|----------|
| NOT TO SCALE                             |          |
| <b>STANDARD D-43</b>                     |          |
| COUNTY OF COOK<br>DEPARTMENT OF HIGHWAYS |          |
| <b>GRATE DETAIL - TYPE 8</b>             |          |
| DESIGNED BY                              | APPROVED |
| CHECKED BY                               | DATE     |

|                |               |     |              |
|----------------|---------------|-----|--------------|
| COUNTY HIGHWAY | 2013          | 238 | TOTAL SHEETS |
| YEAR           | 2013          | 238 | 30           |
| SECTION        | C-4432-2-3-10 |     |              |

The Standard conforms to IDOT Standard D-1033 except for the Cook County requirement for allowing grate frame with "DUMPS TO RIVER" "DUMP NO RIVER".  
 All dimensions are in inches unless otherwise shown.



OFFICE OF THE CHIEF PROCUREMENT OFFICER

**SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
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ELIZABETH ANN DOODY GORMAN  
17th District

May 30, 2013

**ADDENDUM No. 2 – Bid Due Date Extension**

**Cook County Contract No. 1328-12639**

**OLD ORCHARD ROAD**

**Harms Road to Edens Expressway (I-94) Southbound Ramps (Lockwood Avenue)  
Section: 00-A8326-01-RP Route A83**

This Addendum No. 2 provides bid due date opening until Wednesday, June 12, 2013. The Bid must be deposited in the bid box at Room 1018, County Building located at 118 N. Clark Street, Chicago, Illinois 60602 up to and no later than 10:00 a.m., Chicago time on Wednesday, June 12, 2013.

Please acknowledge Addendum No. 1 and this addendum in your bid under "Special Provision for Proposal Agreements Addendum Receipt" listed under page 55 of the solicitation.

**END OF SECTION**

Originate: Cho Ng  
Date: May 30, 2013

Shannon E. Andrews  
Chief Procurement Officer *ef*

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| 103             | 227                          | Work Zone Traffic Control Surveillance   |
| 104             | 229                          | Modified Urethane Pavement Marking   |
| 112             | 231                          | Traffic Protection   |
| 118             | 236                          | Project Signs Plaque   |
| 119             | 237                          | Eradication of Existing Pavement Marking   |
| 120             | 238                          | Raised Reflective Pavement Marker Removal  |
| 121             | 241                          | Traffic Signal Work General  |
| 132             | 248                          | Traffic Signal Post, Pedestrian Pushbutton Post  |
| 133             | 252                          | Detector Loop  |
| 136             | 256                          | Coilable Non-Metallic Conduit  |
| 138             | 258                          | Electric Cable   |
| 139             | 270                          | Remove Existing Traffic Signal Equipment   |
| 140             | 272                          | Maintenance of Existing Traffic Signal Installation  |
| 143             | 401                          | Steel Casing Pipe  |
| 144             | C                            | Proposal Sheet   |
| 145             | E(MWBE)                      | Economic Disclosure Statement: Instructions, IDOT Certificate of Eligibility, IDOT Affidavit of Availability, *MWBE Participation Statement, MWBE Utilization Plan, Letter of Intent from MWBEs, Petition for Reduction/Waiver of MWBE Participation Goals, Contractor Certifications, Economic and Other Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's Certificate Concerning Labor Standards, Execution Pages |
| 167             | F                            | Surety's Statement Of Qualification for Bonding  |
| 168             | G1                           | Trust Agreement  |
| 171             | H                            | Performance and Payment of Bond Form   |
| 172             | I                            | Contract   |
| 175             | J                            | Schedule of Prices Sheets  |
| 179             | K                            | Proposal Bid Bond  |
| 180             | L                            | Bid Deposit Form   |

**COUNTY OF COOK**

**CHICAGO, ILLINOIS  
NOTICE**

***TO CONTRACTORS FOR A COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS IMPROVEMENT***

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

until 10:00 a.m. Wednesday, June 5, 2013 and then publicly opened and read aloud

Improvement OLD ORCHARD ROAD Township: NILES

From: HARMS ROAD To: EDENS EXPRESSWAY SOUTHBOUND RAMPS (LOCKWOOD AVENUE)

Route: A83 Section: 00-A8326-01-RP

Cook County Purchasing Contract No.: 1328-12639

**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.

This improvement begins at Station 244+89, a point on the centerline of Old Orchard Road, approximately 24.48 feet east of the centerline of Harms Road; and proceeds in an easterly direction along Old Orchard Road to Station 273+96, a point on the centerline of Old Orchard Road, approximately 48.43 feet west of the centerline of Lockwood Avenue; for a total distance of 2,907 feet (0.551 miles) of which 2,907 feet are to be improved.

**DESCRIPTION OF IMPROVEMENT**

This Is a QC/QA project. The scope of work for this improvement consists of Class B Patching, Crack Sealing, Joint Repair and Diamond Grinding; Between Harms Road and Lockwood Avenue. Also included are drainage additions and adjustments, pavement marking, traffic signal improvements, traffic protection, striping and related road works.

**COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAY  
SPECIAL PROVISION CHECK LIST**

EFFECTIVE April 4, 2013 V 2013.1

**OLD ORCHAD ROAD**

**HARMS ROAD TO EDENS EXPRESSWAY (I-94) SOUTHBOUND RAMPS (LOCKWOOD AVENUE)**

**Section: 00-A8326-01-RP**

| <u>No.</u> | <u>Description</u> | <u>Origin and Date<br/>Last Revised</u>  |                       |
|------------|--------------------|--|-----------------------|
|            | 1                  | Definition of Terms, Information for Bidders   | (CC) Feb. 13, 2013    |
| X          | 1a                 | MBE WBE Definition of Terms, Information for Bidders                                     | (CC) Mar. 28, 2013    |
| X          | 2                  | Bidding Requirements and Conditions For Contract Proposals                               | (IL-CC) Jan. 15, 2013 |
| X          | 3                  | * Pre-Bid Meeting  | (CC) Jan. 15, 2013    |
| 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  |
|            | 8a                 | * Required Disadvantaged Business Participation (DBE)                                    | (IL-CC) Mar. 11, 2013 |
| X          | 8b                 | * MBE/WBE Business Participation   | (CC) Jan. 26, 2012    |
| X          | 9                  | Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)                 | (IL-CC) Jan. 15, 2013 |
| X          | 10                 | Insurance Requirements   | (CC) Jan. 15, 2013    |
|            | 10a                | Township Insurance Requirements  | (CC) Jan. 15, 2013    |
|            | 11                 | * Railroad Protective Liability Insurance  | (IL-CC) Dec. 28, 2011 |
| X          | 12a                | Indemnification for Cook County  | (CC) Dec. 28, 2011    |
|            | 12b                | Indemnification (Locals)   | (CC) Jan. 23, 2012    |
| X          | 13                 | Joint Venture Forms  | (CC) Jan. 15, 2013    |
| X          | 14                 | Addendum Receipt   | (CC) Dec. 28, 2009    |
|            | 15                 | ARRA Provisions  | (IL) Current          |
| X          | 16                 | * Combination Bidding Process  | (IL-CC) Jan. 15, 2013 |
| X          | 17a                | Prompt Pay Mechanisms (Non-Federal Aid)  | (CC) Jan. 15, 2013    |
|            | 17b                | Prompt Pay Mechanisms (Federal Aid)  |                       |
|            | 18-22              | Not Used   |                       |
| X          | 23                 | Contract Claims  | (IL-CC) Jan. 15, 2013 |
| X          | 24                 | Pre-Construction Conference  | (CC) Mar. 18, 1980    |
|            | 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) Jan. 15, 2013    |
| X          | 28                 | Processing of Extra Work Payment Requests  | (CC) Dec. 24, 2012    |
|            | 29                 | Construction Layout Stakes and Survey Control Points                                     | (CC) Jan. 15, 2013    |
|            | 30                 | * Municipal Coordination/Transfer of Jurisdiction and/or Maintenance                     | (CC) Jan. 15, 2013    |
| X          | 31                 | Engineer's Field Office  | (CC) Jan. 15, 2013    |

|   | <u>No.</u> | <u>Description</u>   | <u>Origin and Date<br/>Last Revised</u> |
|---|------------|--|---|
| X | 32         | Construction Debris  | (CC) July 1, 2006                       |
|   | 33         | *Clean Construction and Demolition Debris                              | (CC) Jan. 15, 2013                      |
|   | 34-44      | Not Used   |   |
| X | 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. 15, 2013                      |
|   | 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) Jan. 15, 2013                      |
|   | 60         | Soils Information  | (CC) Jan. 15, 2013                      |
|   | 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) Jan. 15, 2013                      |
|   | 66         | Cellular Concrete Fill   | (CC) July 1, 2006                       |
|   | 67         | GEO-GRID Subgrade Reinforcing Mat                                      | (CC) May 1, 2003                        |
|   | 68         | Earth Excavation (Special)   | (CC) Jan. 15, 2013                      |
| X | 69         | P.C.C. Surface Finish  | (CC) April 7, 2010                      |
|   | 70         | Traffic Barrier Terminal, Type 1, Special                              | (IL-CC) Jan. 1, 2008                    |
| X | 71         | *Scheduling and Landscaping  | (CC) Jan. 1, 2008                       |
| X | 72         | Cutting Hot-Mix Asphalt Surface  | (CC) Jan. 1, 2008                       |
| X | 73         | Hot-Mix- Asphalt Driveway Surface Removal                              | (CC) 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                       |

| <u>No.</u> | <u>Description</u>   | <u>Origin and Date Last Revised</u> |
|------------|--|-------------------------------------|
| 80         | Temporary By-Pass Pavement (Non-Federal Aid)                                     | (CC) Jan. 1, 2008                   |
| 81         | Temporary By-Pass Pavement (Federal Aid)   | (CC) July 1, 2011                   |
| 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) Jan. 15, 2013                  |
| 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   |                                     |

| <b>No.</b> | <b>Description</b>  | <b>Origin and Date<br/>Last Revised</b> |
|------------|---|---|
| 156        | Storm Sewer, (Ductile Iron Pipe) and Storm Sewers, (Extra Strength Vitrified Clay Pipe) in the City of Chicago              | (CC) Oct. 20, 2009                      |
| 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) Jan. 15, 2013                      |
| 167        | Storm Sewer to be Televised   | (CC) July 1, 2012                       |
| 168        | Connecting Existing Field Drain Tile  | (CC) July 1, 2012                       |
| 169        | Plugging Existing Drains and Sewers   | (CC) Dec. 1, 2007                       |
| 170        | Blocking Existing Drains and Sewers   | (CC) Dec. 21, 2009                      |
| 171        | Manholes to be Reconstructed, Special; Catch Basins to be Reconstructed, Special; Valve Vaults to be Reconstructed, Special | (CC) Dec. 1, 2007                       |
| 172        | Not Used  |   |
| 173        | Manholes, Type A, with Restrictor Plate, Frames and Lids  | (CC) July 1, 2012                       |
| 174        | Not Used  |   |
| X          | 175 Lids and Frames and Lids  | (CC) Jan. 15, 2013                      |
|            | 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                       |
| 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) Jan. 15, 2013                      |
|            | 183 Frames and Lids to be Adjusted, Special (Pavement Recycling)  | (CC) Jan. 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                      |

|   | <u>No.</u> | <u>Description</u>   | <u>Origin and Date<br/>Last Revised</u> |
|---|------------|--|---|
|   | 192        | Sanitary Sewer Installation  | (CC) July 1, 2012                       |
|   | 193        | Sanitary Manholes  | (CC) Dec. 21, 2009                      |
| X | 194        | Waterproofing of Existing Sanitary Manholes  | (CC) July 1, 2012                       |
|   | 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, 2013                    |
|   | 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   |   |
| X | 211        | Seeding  | (CC) Sept. 1, 2002                      |
|   | 212        | Sodding  | (CC) Jan. 15, 2013                      |
|   | 213        | Trees To Be Planted  | (CC) Jan. 1, 2013                       |
|   | 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. 15, 2013                      |
|   | 231        | Traffic Protection   | (CC) July 1, 2012                       |
|   | 232-235    | Not Used   |   |
| X | 236        | Project Signs Plaque   | (CC) Jan. 15, 2013                      |
| X | 237        | Eradication of Existing Pavement Marking   | (CC) Dec. 1, 2009                       |
| X | 238        | Raised Reflective Pavement Marker  | (IL-CC) July 1, 2012                    |
|   | 239-240    | Not Used   |   |
| X | 241        | Traffic Signal Work General  | (ILD1CC) Jan. 15, 2013                  |
|   | 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                   |

|   | <u>No.</u> | <u>Description</u>  | <u>Origin and Date<br/>Last Revised</u> |
|---|------------|---|---|
|   | 247        | Illuminated Sign, Light Emitting Diode  | (ILD1CC) June 1, 2012                   |
| X | 248        | Traffic Signal Post, Pedestrian Pushbutton Post   | (ILD1CC) June 1, 2012                   |
|   | 249        | Steel Mast Arm Assembly and Pole and/or Steel Combination Mast Arm Assembly and Pole              | (ILD1CC) June 1, 2012                   |
|   | 250        | Traffic Actuated Controller, Traffic Actuated Controller with Cabinet, Inductive Loop Detector    | (ILD1CC) Jan. 15, 2013                  |
|   | 251        | Master Controller   | (ILD1CC) Jan. 15, 2013                  |
| X | 252        | Detector Loop   | (ILD1CC) Jan. 15, 2013                  |
|   | 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  |   |
| X | 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) Jan. 15, 2013                      |
|   | 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                       |
| X | 270        | Remove Existing Traffic Signal Equipment  | (ILD1CC) June 1, 2012                   |
|   | 271        | Temporary Traffic Signal Installation   | (ILD1CC) Jan. 15, 2013                  |
| 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) Jan. 15, 2013                  |
|   | 278        | Optimize Traffic Signal System  | (ILD1CC) Jan. 15, 2013                  |
|   | 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) Jan. 15, 2013                      |
|   | 282        | Maintenance Of Lighting System  | (ILD1CC) June 1, 2012                   |

| <b><u>No.</u></b> | <b><u>Description</u></b>  | <b><u>Origin and Date<br/>Last Revised</u></b> |
|-------------------|--|--|
| 283               | City Electric Manholes to be Adjusted                                      | (CC) June 1, 2012                              |
| 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 April, 2013
- 185a Status of Utilities to be Adjusted
- 401 Steel Casing Pipe
- 
- 
-

**Additional Document Inclusions (Required)**

|          |  |                    |
|----------|--|--------------------|
| *0 01    | Cover Sheet  | (CC) Jan. 15, 2013 |
| *0 02    | Notice Sheet   | (CC) Jan. 15, 2013 |
| *C       | Proposal Sheet   | (CC) Jan. 1, 2008  |
| *E(DBE)  | Economic Disclosure Statement<br>Instructions, *DBE Documents, Contractor Certifications, Economic and Other<br>Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's<br>Certificate Concerning Labor Standards, Execution Pages  | (CC) Nov. 15, 2012 |
| *E(MWBE) | Economic Disclosure Statement<br>Instructions, *MWBE Documents, Contractor Certifications, Economic and Other<br>Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's<br>Certificate Concerning Labor Standards, Execution Pages | (CC) Mar. 28, 2012 |
| F        | Surety's Statement Of Qualification for Bonding  | (CC) June 2, 2011  |
| *G1      | Trust Agreement  | (CC) Jan. 15, 2013 |
| *H       | Performance and Payment of Bond Form   | (CC) June 9, 2011  |
| *I       | Contract   | (CC) Jan. 15, 2013 |
| *J       | Schedule of Prices Sheets  | (CC) Dec. 28, 2011 |
| *K       | Proposal Bid Bond  | (CC) Jan. 15, 2013 |
| *L       | Bid Deposit Form   | (CC) Jan. 15, 2013 |

\* 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 Department of Transportation and Highways   |
| (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 Department of Transportation and Highways        |
| (ILD1-CC)      | Initiated by Illinois Department of Transportation District 1 and amended by Cook County Department of Transportation and Highways |

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

**BY ORDER**

**BOARD OF COUNTY COMMISSIONERS**

**THE COUNTY OF COOK**

**SHANNON E. ANDREWS**

**CHIEF PROCUREMENT OFFICER**

**JOHN J. YONAN, P.E.**

**SUPERINTENDENT OF DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**

**DEFINITION OF TERMS**

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

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

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

**ABOUT REQUESTS FOR PLANS & PROPOSALS**

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

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

### INFORMATION for BIDDERS

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

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

|   |             |
|---|-------------|
| Joint Venture Forms   | 1 original  |
| Economic Disclosure Statement and Execution Documents:  |             |
| IDOT Certificate of Eligibility   | 1 copy      |
| IDOT Affidavit of Availability  | 1 copy      |
| MBE/WBE Utilization Plan  | 1 copy      |
| Letter of Intent from MBE/WBE to Perform<br>as Subcontractor, Supplier and/or Consultant              | 1 copy      |
| Petition for Reduction/Waiver of MBE/WBE Participation<br>Goals                                       | 1 original  |
| MBE/WBE Certification Letters (Current)   | 1 copy      |
| Contractor Certifications   | 1 original  |
| Economic and Other Required Disclosures<br>Lobby, Local Business Preference,<br>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<br>And Prevailing Wage Requirements                          | 1 original  |
| Subcontractors Certification Concerning Labor Standards<br>and Prevailing Wage Requirements           | 1 original  |
| Execution Pages:  |             |
| Sole Proprietor Signature Page  | 6 originals |
| Partnership and/or Joint Venture Signature Page   | 6 originals |
| Corporation Signature Page  | 6 originals |
| Bid Deposit Form  | 1 original  |
| Proposal Bid Bond   | 1 original  |
| Surety Statement of Qualifications  | 1 original  |

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

|   |                               |
|---|-------------------------------|
| Performance and Payment Bond  | 1 original                    |
| Owners, Contractor's and Protective (OCP) Liability<br>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 Highways  
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 Superintendent of Cook County Department of Transportation and Highways 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:

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

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

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

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

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

#### **Delivery of Bids**

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

#### **Withdrawal of Bids**

Bidder may withdraw their bid prior to bid opening.

#### **Public Opening of Bids**

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

#### **Consideration of Bids**

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

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

#### **Awarding of Contract**

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

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

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

**Requirement of Contract Bond**

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

**Failure to Execute Contract**

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

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

**SPECIAL PROVISION  
FOR  
PRE-BID MEETING**

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

Date: Tuesday, May 21, 2013

Time: 11:00 A.M. (Local Time)

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

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

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

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

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

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

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

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

## Cook County Prevailing Wage for May 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     |     |   | 49.080 | 55.215 | 2.0   | 2.0 | 2.0 | 11.88 | 12.71 | 3.930 | 0.600 |
| 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 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | FLT 2   |     |   | 49.800 | 51.300 | 1.5   | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | FLT 3   |     |   | 44.350 | 51.300 | 1.5   | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | FLT 4   |     |   | 36.850 | 51.300 | 1.5   | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | FLT 5   |     |   | 52.800 | 51.300 | 1.5   | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| 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     |     |   | 41.800 | 44.300 | 2.0   | 2.0 | 2.0 | 12.86 | 15.81 | 0.000 | 0.550 |
| PAINTER              | ALL     |     |   | 40.000 | 44.750 | 1.5   | 1.5 | 1.5 | 9.750 | 11.10 | 0.000 | 0.770 |
| PAINTER SIGNS        | BLD     |     |   | 33.920 | 38.090 | 1.5   | 1.5 | 1.5 | 2.600 | 2.710 | 0.000 | 0.000 |
| PILEDRIIVER          | ALL     |     |   | 41.520 | 43.520 | 1.5   | 1.5 | 2.0 | 13.19 | 11.75 | 0.000 | 0.530 |
| PIPEFITTER           | BLD     |     |   | 45.050 | 48.050 | 1.5   | 1.5 | 2.0 | 8.460 | 14.85 | 0.000 | 1.780 |
| PLASTERER            | BLD     |     |   | 40.250 | 42.670 | 1.5   | 1.5 | 2.0 | 10.85 | 10.94 | 0.000 | 0.550 |
| PLUMBER              | BLD     |     |   | 45.000 | 47.000 | 1.5   | 1.5 | 2.0 | 12.53 | 10.06 | 0.000 | 0.880 |
| ROOFER               | BLD     |     |   | 38.350 | 41.350 | 1.5   | 1.5 | 2.0 | 8.280 | 8.770 | 0.000 | 0.430 |
| SHETMETAL WORKER     | BLD     |     |   | 40.810 | 44.070 | 1.5   | 1.5 | 2.0 | 10.13 | 17.79 | 0.000 | 0.630 |
| SIGN HANGER          | BLD     |     |   | 30.210 | 30.710 | 1.5   | 1.5 | 2.0 | 4.850 | 3.030 | 0.000 | 0.000 |
| SPRINKLER FITTER     | BLD     |     |   | 49.200 | 51.200 | 1.5   | 1.5 | 2.0 | 10.25 | 8.350 | 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; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; 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; Operation of Tie Back Machine; 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; Laser Screed; 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 (remodeling or renovation work); 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.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### 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; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; 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; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; 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; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; 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; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) 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; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, 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.; 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); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch

Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

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

Class 5. Friction or Lattice Boom Cranes.

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

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

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

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

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

**SPECIAL PROVISION  
FOR  
ALTERNATE PROPOSAL**

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

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

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

**ORDINANCE**

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

**SPECIAL PROVISION  
FOR  
RESPONSIBLE BIDDER REQUIREMENT**

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

Chicagoland Laborers Training & Apprenticeship Fund

Local 150 Apprenticeship & Skills Improvement Program

CM Union Local 502 Trade School

N IL Cement Masons & Plasterers JATC Local #11

Teamsters Joint Council #25 Training Fund

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8, SECTION 34-260 to SECTION 34-300**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority and Women owned Business Enterprise Ordinance (the "Ordinance") which establishes goals as outlined below:

| Contract Type         | Goals       |     |
|-----------------------|-------------|-----|
|                       | MBE         | WBE |
| Goods and Services    | 25%         | 10% |
| Construction          | 24%         | 10% |
| Professional Services | 35% Overall |     |

- B. **The County may set contract specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are 19% MBE and 6% WBE.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this provision, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this provision, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this provision and the wording of the Ordinance shall apply. If there is a conflict between this provision and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8, SECTION 34-260 to SECTION 34-300**

**II. REQUIRED BID OR QUOTATION SUBMITTALS**

To be considered responsive, a Bid or Quotation shall meet the MBE and WBE goals by submitting a Utilization Plan with the Bid or Quotation, which shall be (1) supported by Letters of Intent from the MBEs and WBEs together with the MBEs/WBEs **current** Letters of Certification, and/or (2) include a written Petition for Reduction/Waiver with the Bid or Quotation supported by documentation of Good Faith Efforts to meet the goals. Failure to submit the documents set forth in (A) and (B) of this Section II in accordance with these guidelines will cause the Bid or Quotation to be considered non-responsive and shall be cause to reject the Bid or Quotation.

**A. MBE/WBE Utilization Plan**

Each Bid or Quotation shall include with the Bid or Quotation a complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as an MBE or WBE within the Utilization Plan.

**1. Letter(s) of Intent**

Except as set forth below, a Bid or Quotation shall include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan and by the entity submitting the Bid or Quotation, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint venture partner and/or consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid. Failure to submit all Letter(s) of Intent as required may result in the Contract Compliance Director's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference Economic Disclosure Section for a format sample of a Letter of Intent)

**2. Letter(s) of Certification**

Only **current** Letters of Certification from one of the following entities may be accepted as certification of MBE/WBE status:

- County of Cook
- City of Chicago (NOTE: firms certified by the City of Chicago in any area other than Construction must complete and submit a Personal Net Worth/Size Standard Affidavit. This form can be downloaded online at [www.cookcountyl.gov/contractcompliance](http://www.cookcountyl.gov/contractcompliance) )
- Illinois Unified Certification Program only as associated with federally-funded transportation projects or as required by law.

or any other governmental body or agency approved by the Contract Compliance Director as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

The Contract Compliance Director retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8, SECTION 34-260 to SECTION 34-300**

3. **Joint Venture Affidavit**

In the event a Bid or Quotation achieves MBE and/or WBE participation by entering into a Joint Venture, the Bid or Quotation shall include the required Joint Venture Affidavit which can be downloaded online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance) ). Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with **current** Letter(s) of Certification.

**B. Reduction/Waiver Petition**

In the event a Bid or Quotation is unable to meet the applicable contract MBE and WBE participation goals, the Bid or Quotation must include a Petition for Reduction/Waiver and submit the Petition with its Bid or Quotation. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate the Bid's or Quotation's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals. Failure to submit a Petition for Reduction of Waiver as required may result in the Contract Compliance Director's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

**A. Granting a Reduction/Waiver Request.**

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.
2. The Contract Compliance Director may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) required by any potential MBE or WBE is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Director.

**B. Denying a Reduction/Waiver Request.**

1. If the Contract Compliance Director determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Director may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommend rejection of the Bid or Quotation.
2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8, SECTION 34-260 to SECTION 34-300**

**IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

- A. Contractor, during its performance of the Contract, may not change the MBE or WBE commitments specified in its Utilization Plan, including but not limited to, terminating a MBE or WBE contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance.
- B. Where an enterprise under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Administrator, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain a MBE or WBE replacement within 30 working days of the Contract Compliance Administrator's written approval of the removal of a MBE or WBE may result in the termination of the contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted to Contractor allowing Contractor to award the work to a non-MBE or WBE.

**V. NON-COMPLIANCE**

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this provision, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Contractor is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a Contract, Contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Office of Contract Compliance  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502

**COOK COUNTY**  
**DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**  
**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 Highways 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 Department of Transportation and Highways contracting officers an EEO officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of Equal Employment Opportunity and who must be assigned adequate authority and responsibility to do so.

**4) Dissemination of Policy**

- a) All members of the contractor's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will

be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of employment, to ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

## **5) Recruitment**

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

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

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

## **6) Personnel Actions**

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

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

## **7) Training and Promotion**

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

## Unions

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

- e) The contractor will use best efforts to develop, in cooperation with the unions. Joint training programs aimed toward qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female employees so that they may qualify for higher paying employment.
- f) The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- g) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Cook County Department of Transportation and Highways 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 Department of Transportation and Highways.

## 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) Minority and Women Owned Business Enterprises, 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 M/WBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

- 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 Department of Transportation and Highways.

- 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 Department of Transportation and Highways 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<br>Smsa Counties:<br>1600 Chicago, IL -<br>IL - Cook, DuPage, Kane,<br>Lake, Mchenry, Will | 19.6           |

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

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

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

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

resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction

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

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

person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

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

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

- 13) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the executive order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 cfr 60-4.8.
- 14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being out, to submit reports relating to provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes of status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish standards of compliance or upon the application requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**SPECIAL PROVISION  
FOR  
INSURANCE REQUIREMENTS**

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

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

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

**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 Highways.

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

The Contractor shall provide and maintain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
INDEMNIFICATION 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 HIGHWAYS  
Joint Venture Minimum Declaration of Work**

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

**Firm #1**

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

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

**Firm #2**

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

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

**Firm #3**

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

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

**Instructions:**

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

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

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

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

**Firm #1**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

\_\_\_\_\_  
Signature (Proprietor, Partner, Officer or Director)

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

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

Notary Public

**Firm #2**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

\_\_\_\_\_  
Signature (Proprietor, Partner, Officer or Director)

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

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

Notary Public

**Firm #3**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

\_\_\_\_\_  
Signature (Proprietor, Partner, Officer or Director)

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

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

Notary Public

This form must be submitted with the bid.

**SPECIAL PROVISION  
FOR  
PROPOSAL AGREEMENTS  
ADDENDUM RECEIPT**

The receipt of the following addenda to the drawings and/or specification is acknowledged:

Addendum No. 1  
Dated 05/30/13

Addendum No. 2  
Dated 05/30/13

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 Highways.

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 Highways 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 Highways 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 Highways 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 Highways.

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 Transportation and 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 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 Transportation and 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  
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  
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 Highways - 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 Highways. At this time, the list will be used for statistical data only. The Contractor is not required to meet portions of the ordinance related to level 2 or 3 controls as outlined in the ORDINANCE until such time as stipulated in the ordinance. If additional equipment is to be used on a project that was not on the original equipment list submitted to the DEPARTMENT, the Contractor must follow the same procedure as outlined above. Short term usage of equipment shall be as stated in section 30-952(3)(c)(1) of the ORDINANCE.

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

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

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

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

09-0-36

ORDINANCE

Sponsored by

THE HONORABLE TODD H. STROGER, PRESIDENT

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

COUNTY COMMISSIONERS

Co-Sponsored by

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

JOSEPH MARIO MORENO, DEBORAH SIMS, ROBERT B. STEELE

AND LARRY SUFFREDIN, COUNTY COMMISSIONERS

COOK COUNTY GREEN CONSTRUCTION ORDINANCE

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

#### **ARTICLE IX. GREEN CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Verified diesel emission control device means:

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of May 2009.

TODD H. STROGER, President

Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk.

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

Contractor's payment requests for Extra Work as identified in Article 104.02 of the Standard Specifications 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.

**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 Highways Engineering Computer Division contact person is as follows:

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

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

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

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

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

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

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

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

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

**OFFICE:**

|  |        |
|--|--------|
| Adjustable Hole Punch, Black ( 3-Hole)                               | 1 Each |
| Bankers Box, Legal size With String and Button Closure               | 4 Pack |
| Binder Clips, Large, 2", Box of 12 Each                              | 2 Each |
| Binder Clips, Medium, 1 1/4", 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 3/4" 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 1/2"           | 1 Pack  |
| Letter Trays, Stackable, Pack of 6                            | 1 Each  |
| Markers, Large, Permanent, Black                              | 12 Each |
| Markers, Sharpie, Black or equivalent                         | 12 Each |
| Memory Card, 2 Gig SD for Digital Camera                      | 1 Each  |
| OIC, Ideal Clamps, Small Box of 50                            | 2 Each  |
| Paper Clips, Jumbo No. 1, Regular, Box of 100                 | 2 Each  |
| Paper Clips, No. 1, Regular, Box of 100                       | 2 Each  |
| Paper, Quadrille Pad, 8 1/2" x 11"                            | 6 Each  |
| Paper, Standard Canary Letter Pads, 6 Count, 8 1/2" x 11 3/4" | 1 Pack  |
| Pen, Black  | 2 Pack  |
| Pen, Red  | 1 Pack  |
| Pencil, Lead Refill, 0.5 mm, Tube of 12                       | 2 Each  |
| Pencils, Disposable   | 2 Pack  |
| Pencils, Color (Green)  | 1 Pack  |
| Pencils, Color (Orange)                                       | 1 Pack  |
| Pencils, Color (Red)  | 1 Pack  |
| Pencils, Color (Yellow)                                       | 1 Pack  |
| Pencils, Pentel Forte or equivalent, Automatic Pencil, 0.5 mm | 3 Each  |

|  |        |
|--|--------|
| Pencils, Zebra Rubber Sharpo Mechanical Pencil or equivalent | 2 Each |
| Post-It Memo Cubes, 3 7/8" x 3 7/8", Cube of 300 Sheets      | 1 Each |
| Post-It Notes, Yellow, 12 Count 3" x 3"                      | 1 Pack |
| Rubber Bands, #16, 1 lb., 2" x 1/16"                         | 1 Each |
| Rubber Bands, #32, 1 lb., 3" x 1/8"                          | 1 Each |
| Scissors, Deskwork's or equivalent                           | 1 Each |
| Staple Remover, Pinch Type                                   | 1 Each |
| Stapler, Black Deluxe Standard                               | 1 Each |
| Tape Dispenser   | 1 Each |
| Tape, Transparent Refills 3/4"                               | 6 Each |

**FIELD:**

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

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

|             | <b>Bid Amount</b> | <b>Approximate Cost</b> |
|-------------|-------------------|-------------------------|
| 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  
PORTLAND CEMENT CONCRETE PAVEMENT**

This contract includes construction of Portland Cement Concrete Pavement. The paving contractor performing this work shall be pre-qualified by IDOT in accordance with 44 IL ADMINISTRATIVE CODE SECTION 650 ADOPTED JULY 1, 1994 AND AMENDED DECEMBER 7, 2000 – APPENDIX A - AVAILABLE WORK CATEGORIES - category # 2 – PORTLAND CEMENT CONCRETE PAVING.

**SPECIAL PROVISION  
FOR  
MANAGING CONCRETE WASTE**

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

Construction. Perform this work on projects where;

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

Requirements.

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

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

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

For onsite washout:

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

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

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

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

For Onsite Temporary Concrete Washout Facility:

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

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

Inspection and Maintenance.

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

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

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
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 Highways 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  $\frac{1}{2}$  inch in depth. The ground surface shall be of uniform texture.

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

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

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

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

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

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

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

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

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

Disposal of grinding residue shall meet the following requirements:

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

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

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

#### Measurement and Payment.

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

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

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

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

**SPECIAL PROVISION  
FOR  
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 Highways (one copy to the Pavement Geometrics Division - Survey Section and one copy to the Right of Way Bureau).

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

**SPECIAL PROVISION  
FOR  
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  
P.C. CONCRETE SURFACE FINISH**

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

**SPECIAL PROVISION  
FOR  
SCHEDULING AND LANDSCAPING**

Scheduling

Roadway work on this improvement shall be complete on or before November 25th, 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  
LIDS AND FRAMES AND LIDS**

Description. Where the term lids is used in the Summary of Quantities, on County Transportation and Highways 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  
PAVEMENT REPLACEMENT**

Description. This work shall consist of the removal and replacement, and any necessary excavation and embankment of all surface, base course, and subbase as shown on the plans. Where all of the pavement, including subbase, base and surface course, is to be replaced, the item will be specified as "Pavement Replacement". If only surface course, binder course, cushion and joint filler is to be replaced, the item will be specified as "Pavement Replacement - Surface Course". The term "excavation" or "embankment" as used in this Article refers only to that necessary for the preparation of the subgrade, where the "Pavement Replacement" is full depth.

Materials. Materials shall meet the requirements of Division 1000 - Materials.

Construction Requirements.

General. All base, surface courses or subbase removed shall be restored to the original cross section. The elevation of the surface of the replaced surface course shall not vary more than 1/8 inch (3 mm) from the elevation of the surface of the adjoining surface course. The subgrade in the case of surface, base course and subbase removal, and the cushion or filler on the base course in the case of surface course removal, shall be adjusted so that this result will be obtained. Pavement damaged by reason of construction operations outside of the working limit of 2 feet (600 mm) from the form line specified shall be replaced by the Contractor at his/her own expense.

Portland Cement Concrete Base and Surface Courses. Portland cement concrete base or surface courses or natural cement concrete base or surface courses which are removed shall be replaced with portland cement concrete base or surface courses meeting the requirements of Sections 353 and 420, respectively, except that hand methods of consolidating and finishing will be permitted.

Brick, Granite Block and Wood Block Surface Courses. Brick, granite block or wood block surface courses which are removed shall be replaced if specified on the plans or directed by the Engineer. Whole sound brick, granite blocks or wood blocks taken from the original surface course shall be used in the replacement. If additional brick, granite blocks or wood blocks are required, the Contractor shall furnish a similar type and size to those which are being replaced. Brick, granite block or wood block surface course shall be laid on a sand or limestone screenings cushion approximately 1 inch (25 mm) thick, and shall have the joints filled with asphalt. The surface or base, may be restored to the proper elevation by use of an approved compacted bituminous material or air-entrained portland cement concrete.

Bituminous Surface and Binder Courses. Bituminous surface and binder courses which are removed shall be replaced by an equal thickness of bituminous materials meeting the requirements of Section 406. The type used shall be that which closely conforms to the type which was removed, and shall be approved in writing by the Engineer.

Gravel or Crushed Stone Base and Surface Courses. Gravel or crushed stone base and surface courses which are removed shall be replaced by an equal thickness of materials meeting the requirements of Section 351 or Section 402. The type used shall be that which closely conforms to the type which was removed and shall be approved in writing by the Engineer.

Base and Subbase Replacement. All granular or stabilized base and subbase which are removed shall be replaced with an equal compacted thickness of material which closely conforms to the original material removed and shall be compacted to the density requirements of the granular or stabilized base and subbase removed.

Disposal of Surplus Material. Surplus or waste material resulting from the removal and replacement operations shall be disposed of by and at the expense of the Contractor according to Article 202.03.

Method of Measurement. Pavement Replacement and Pavement Replacement - Surface Course, will be measured in place, and the area computed in square yards (square meters). Pavement or surface course damaged by reason of construction operations outside of the working limit of 2 feet (600 mm) from the form line specified will not be measured for payment.

Basis of Payment. This work will be paid for at the contract unit price per square yard (square meter) for Pavement Replacement or Pavement Replacement – Surface Course, which prices shall include any required earth excavation or embankment described herein.

**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.

**STATUS OF UTILITIES  
UTILITIES TO BE ADJUSTED  
OLD ORCHARD ROAD  
HARMS ROAD TO THE EDENS EXPRESSWAY (I-94) SOUTHBOUND RAMPS  
SECTION: 00-A8326-01-RP**

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

**Commonwealth Edison Company**

1500 Franklin Blvd.  
Libertyville, IL 60048  
Attn: Terri Bleck  
(847) 816-5239  
James Torres  
(312) 394-3260  
Joseph McGowan  
(630) 576-7115

**Village of Glenview**

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

**AT&T**

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

**Comcast**

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

**Nicor Gas Company**

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

**G4S Technology LLC**

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

**AT&T Local Network Solutions**

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

**RCN**

2640 W. Bradley Place  
Chicago, IL 60618  
Attn: Andy Furio  
(312) 955-2206

**Sprint**

C/o Ericsson, Inc.  
400 W. Grand Avenue  
Elmhurst, IL 60126  
Attn: James Burton  
**(708) 955-6659 (C)**

**Qwest Communications**

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

## Old Orchard Road (Contd.)

**Metropolitan Water Reclamation  
District of Greater Chicago**  
100 East Erie Street  
Chicago, IL 60611  
Attn: Catherine A. O' Connor  
Director of Engineering  
(312) 751-7905

**Village of Skokie**  
9050 Gross Point Road  
Skokie, IL 60077  
Attn: Frederick Schattner  
Director of Engineering  
(847) 933-8289

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

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

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

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

H:\Design\Drainage\Utilities\_Section>Status of Utilities\Old Orchard Road-Harms to the Edens Expy. .doc

**SPECIAL PROVISION  
FOR  
WATERPROOFING OF EXISTING 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 1/4 inch thick bed of redi-seal asphalt compound or an approved equal.

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

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

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

Basis of Payment. This work will be paid for at the contract unit price per each for Waterproofing 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  
SEEDING**

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

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

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

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

250.07 Seeding Mixtures. Revise Table I Seeding Mixtures

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

- 80 lbs./acre Kentucky Bluegrass
- 45 lbs./acre Kentucky 31 or Alta Fescue
- 30 lbs./acre Perennial Ryegrass
- 15 lbs./acre Redtop or Creeping Red Fescue

**SPECIAL PROVISION  
FOR  
WORK ZONE TRAFFIC CONTROL 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<br>(1.8 m) | 3.1<br>(0.28) | 4.0<br>(0.37) | 2.7<br>(0.25) | 3.4<br>(0.31) | 3.3<br>(0.31) | 2.6<br>(0.24) | 3.3<br>(0.31) | 3.4<br>(0.31) | 1.5<br>(0.14) |
| 8 ft<br>(2.4 m) | 5.5<br>(0.51) | 7.1<br>(0.66) | 4.8<br>(0.45) | 6.1<br>(0.57) | 5.9<br>(0.55) | 4.7<br>(0.44) | 5.8<br>(0.54) | 6.0<br>(0.56) | 2.6<br>(0.24) |

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

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

### NUMBERS

sq ft (sq m)

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

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

### SYMBOLS

| Symbol                                     | Large Size<br>sq ft (sq m) | Small Size<br>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<br>Left (or Right) and | 26.0 (2.42)                | 14.7 (1.37)                |

|   |             |             |
|---|-------------|-------------|
| Through   |             |             |
| 3 Arrow Combination<br>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  $\pm$  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 (W8-1107) shall be used when the road has been cold milled and open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 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 property and to all hydrants and valves with a minimum of inconvenience.

All barricades shall be Type I or II equipped with flashing lights. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

107.09 Public Convenience and Safety. Revise the 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
RAISED REFLECTIVE PAVEMENT MARKER**

This special provision applies to pavement sections where existing surface will be diamond ground or will remain intact, and does not apply to pavement sections where existing surface will be milled, overlaid, removed, or recycled.

The removal of existing raised reflective pavement markers, including base casting and reflective element, shall meet the requirements of Section 783 of the "Standard Specifications for Road and Bridge Construction", except that the pavement shall be repaired to the satisfaction of the Engineer with epoxy that has similar color as pavement, and shall be approved by the Engineer prior to use. This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL.

The installation of new raised reflective pavement markers shall meet the requirements of Section 781 of the "Standard Specifications for Road and Bridge Construction". To ensure proper installation of the new raised reflective pavement markers, the markers shall be located fore or aft of the existing casting location and on the existing alignment, or as directed by the Engineer. This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER.

**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 intention 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 assemblies will require additional review. The Contractor shall account for additional review time in their schedule.
- Seven (7) copies of a letter from the Traffic Signal Contractor on company letterhead listing contract number or permit number, project location limits, pay item number and description and listing the manufacturer's name and model numbers of the proposed equipment to be supplied and stating that the proposed equipment meets all Contract requirements. The letter will be reviewed by the Engineer to determine whether the equipment to be used is approvable. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
- Five (5) copies of a letter from the Traffic Signal Contractor listing the System Coordination and Timing (SCAT) consultant's name shall be supplied. The letter will be reviewed by the Engineer to determine whether the SCAT consultant to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
- Where certifications and/or warranties are specified. The information submitted for approval shall include certifications and warranties. Certifications involving inspections and/or tests of material shall be complete with all test data, dates and times.
- All above shall be stamped with the Section Number, Permit Number, or Contract Number and Intersection(s) name(s). Pay item numbers shall also be included. If the above required information is

not on each sheet of the above literature or letters, the equipment and material cuts will not be reviewed and shall be returned to the Contractor.

- Exceptions, Deviations and Substitutions. In general, exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.
- After the engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status. Since the Engineer's review is for conformance with design concept only. It is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop working, layout drawings, or other documents by the Departments approval thereof. The Contractor must be in full compliance with contract and specification requirements.

Maintenance and Responsibility.

Revise Article 801.11 to read as follows.

- a) Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, Cook County Department of Transportation and Highways, Private Developer, or the Municipality in which they are located. Once the Contractor has begun any work on any portion of the project all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", shall become the full responsibility of the Contractor. Automatic Traffic Enforcement equipment is not owned by the County and the Contractor shall not be responsible for maintaining it during construction. The Contractor shall supply the engineer and the Department's Electrical Maintenance Contractor a 24-hour emergency contact name and telephone number.
- b) When the project has a pay item for "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", the Contractor must notify both the Design Engineer at (312) 603-1730 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the

Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.

- c) Projects which call for the storage and re-use of existing traffic signal equipment shall meet the requirements of Article 801.15(C) of the Standard Specifications, which call for a 30 day test period prior to project acceptance.
- d) Contracts such as pavement grinding or patching which result in the destruction of traffic signal loops may not require maintenance transfer, unless a pay item of "Maintenance of Existing Traffic Signal Installation" is included in the project. When the pay item of "Maintenance of Existing Traffic Signal Installation" is not included, the Contractor is required to notify of intent to work and an inspection. A minimum of seven (7) working days prior to the loop removal, the Contractor shall notify the Design Engineer at (312) 603-1730, the Department's Electrical Maintenance Contractor and the owner of automatic traffic enforcement prior to the loop removal, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection. Damaged Automatic Traffic Enforcement equipment, including cameras, detectors, or other peripheral equipment, shall be replaced by others, per Permit agreements or other agreements, at no cost to the contract except for City of Chicago projects in which the detectors shall be replaced. See additional requirements in these specifications under Inductive Loop Detector.
- e) The Contractor is further advised that the existing traffic signal(s), and/or the existing temporary installation(s), must remain in operation during all construction stages except for the most essential down time. Any shutdown of the traffic signal installation(s), for a period to exceed fifteen (15) minutes, must have the prior approval of the Engineer. Such approval will generally only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns will not be allowed during inclement weather or during Holiday periods. Any other traffic signal shutdown, either for periods in excess of one (1) hour or outside of the 10:00 a.m. to 3:00 p.m. weekday period must have prior approval of the Engineer. The Contractor, prior to the commencement of his work, shall notify the State Electrical Maintenance Contractor, the Cook County Electrical Maintenance Contractor, or the concerned Municipality, of his intent to perform this work.
- f) The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department's Electrical Maintenance Contractor may inspect any signaling device on the Department's highway system at any time without notification.
- g) Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where

vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.

Damage to Traffic Signal System.

Add the following to Article 801.12(b).

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

Traffic Signal Inspection (Turn – On).

Revise Article 801.15b to read as follows.

- a) The Contractor must have all electric work completed, the electrical service installation connected by the utility company and equipment field tested by the Vendor prior to the Department's "turn-on" field inspection. If in the event the Engineer determines the work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected. The Department will not grant a field inspection until written certification is provided from the Contractor stating the equipment has been field tested and the intersection is operating according to Contract requirements.
- b) When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specification, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Design Engineer at (312) 603-1730 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Department's facsimile number is (312) 603-9956. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Pre-emption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on schedule, as well as stage changes and phase changes during construction.

- c) The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation. The Contractor shall be responsible to provide a Police Officer to direct traffic at the time of testing.
- d) The Contractor shall provide a representative from the control Equipment Vendor's office to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons. Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.
- e) Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal turn-on. If approved, traffic signal acceptance shall be verbal at the turn-on inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.
- f) All equipment and/or parts to keep the traffic signal installation operating shall be furnished by the Contractor. No spare traffic signal equipment is available acceptable from the Department.
- g) All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Design Engineer at (312) 603-1730 to inspect all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.
- h) All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices under which the subject materials and signal equipment are paid and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements that have been installed on the job will be at the Contractor's own risk and shall be subject to removal and disposal at the Contractor's expense.
- i) The Contractor shall furnish the Cook County Department of Transportation and Highways 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 Transportation and Highways 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 Transportation and Highways 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 2<sup>nd</sup> 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 CCDOTH 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 CCDOTH 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  
TRAFFIC SIGNAL POST AND PEDESTRIAN PUSHBUTTON POST**

The furnishing and installation of this item shall meet the requirements of Sections 106.01, 875, 876, 1077.01 and 1077.02 of the Standard Specifications, except as follows:

All posts (steel), bases (cast iron), and related mounting hardware shall be hot-dipped galvanized in accordance with AASHTO M 111. A magnetic field tester may be utilized at any time to determine the thickness of galvanization. Average galvanization thickness shall be 2.0 oz. per square foot and minimum thickness shall be 1.8 oz. per square foot. The Contractor shall use a fabric post tightener to attach the post to the base. If the galvanization on the post is removed using a chain post tightener exposing bare metal, the post shall be rejected and replaced with a new post.

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.

If the fabricator elects to cut and thread the post after the galvanization process, the bare metal shall immediately be cleaned to remove all cutting solvents and oils, then sprayed with two (2) coats of "Brite Zinc" galvanized compound manufactured by Brite Products, or an approved equal. Any scratches shall be repaired with "Brite Zinc". If the Department approves painting, powder coating by the manufacturer will be required over the galvanizing.

Bases shall be cast iron and octagonal in shape, approximately 15 inches (375 mm) high and 16 inches (400 mm) across the flat sides at the bottom. All bases shall be designed to accept four (4) 5/8" (15.6 mm) diameter anchor bolts evenly spaced in a 12-1/2" (312 mm) diameter circle.

Welded extensions onto the post shall not be permitted.

Posts are to erected plumb and no shims are allowed between the bottom of the base and the foundation.

When a new post is installed on an existing foundation, the foundation shall be plumbed before the post is installed. It shall not be paid for separately but shall be included in cost for Traffic Signal Post or Pedestrian Push-Button Post.

Basis of Payment. This work will be paid for at the contract unit price EACH for TRAFFIC SIGNAL POST, GALVANIZED STEEL, of the length specified or PEDESTRIAN PUSH-BUTTON POST, GALVANIZED STEEL, TYPE I or TYPE II, which price shall be payment in full for furnishing and installing the traffic signal post, base, foundation for pedestrian post, nuts and washers, and pipe cap complete.

**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 CCDOTH 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  
ELECTRIC CABLE**

The installation of an electric cable shall meet the requirements of Section 873, 1088.01 and 1076.04 of the Standard Specifications and District One Standard Traffic Signal Design Details with the addition as the following:

The jacket for electric cable in this contract shall be of the polyvinyl chloride type meeting the requirements of IMSA 19-1. (Traffic signal cable shall be solid copper No. 14 unless otherwise specified in the plans or these Special Provisions). No other type of jacket will be allowed, except as follows:

The service cable may have a XLP jacket. Service cable may be single or multiple conductor cable.

Communications and lead-in cable shall have a gray or chrome jacket.

Electric cable sized No. 12 AWG and smaller shall be solid.

The length of cable slack shall be in accordance with District One Standard Traffic Signal Design Details.

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 to the requirements set forth in the "District 1 Standard Traffic Signal Design Details".

Heat shrink splices shall be used according to "District 1 Standard Traffic Signal Design Details".

Basis of Payment. This work will be paid for at the contract unit price per FOOT (METER) for ELECTRIC CABLE of the type, size and number of conductors as specified., which price shall be payment in full for furnishing the material and making all electrical connections and installing the cable complete, measured as specified.

**SPECIAL PROVISION  
FOR  
REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT**

The removal of existing traffic signal equipment shall meet the requirements of Section 895.05 of the Standard Specifications, except as follows:

This work shall consist of removing the existing traffic signal equipment at an intersection as listed and as shown on the plans.

All equipment to be returned to an Agency shall be delivered by the Contractor to the Agency's Traffic Signal Maintenance Contractor's main facility. The Contractor shall contact the Agency's Electrical Maintenance Contractor to schedule an appointment to deliver the equipment. No equipment will be accepted without a prior appointment. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. The Contractor shall provide 5 copies of a list of equipment that is to remain the property of the Agency, including model and serial numbers, where applicable. A list of equipment shall be signed by the Agency's Electrical Maintenance Contractor and fax to the County Engineer at (312) 603-9956. The Contractor shall also provide a copy of the contract plan or special provision showing the quantities and type of equipment. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned with these requirements, it will be rejected by the Agency's Electrical Maintenance Contractor. The Contractor shall be responsible for the condition of the traffic signal equipment from the time Contractor takes maintenance of the signal installation until the acceptance of a receipt drawn by the Agency's Electrical Maintenance Contractor indicating the items have been returned in good condition.

The traffic signal equipment which is to be removed and is to become the property of the Contractor shall be disposed of by them outside the right-of-way at their expense.

All equipment is to be disassembled so as to make for easy loading and storage into Agency stock as per the Engineers instructions.

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 these Specifications at no cost to the contract.

Basis of Payment. This work will be paid for at the contract unit price EACH for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT per intersection which price shall be payment in full for removing the equipment, and storing and/or disposing of it as required. The salvage value of the equipment retained by the Contractor shall be reflected in this contract unit price.

**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  
STEEL CASING PIPE**

**DESCRIPTION:**

This item of work shall consist of furnishing and placing steel casing pipe for future water main at the locations and to the elevations shown on the Plans.

**MATERIALS:**

The waterline casing will be 24 inch. Steel Casing Pipe. The pipe shall meet or exceed the requirements of ASTM A-139, Grade B, with minimum wall thickness of 3/8-in.

**CONSTRUCTION METHODS:**

This work item shall consist of placing 24 inch Steel Casing Pipe at the locations shown on the Plans. The operation shall be conducted in accordance to Section 561.03 of the Standard Specifications for Water and Sewer Construction in Illinois.

The casing ends shall be sealed to the carrier pipe by the use of an APS Foreman Night Cap. The casing end seals shall be considered incidental to the installation of the 24 inch Steel Casing.

**METHOD OF MEASUREMENT:**

The quantity of steel casing to be paid for shall be the number of lin. ft. of steel placed, accepted, and measured in place by the Resident Engineer.

**BASIS OF PAYMENT:**

This item of work will be paid for at the contract unit bid price each for STEEL CASING per lin. ft. to place the steel casing, which price shall be full compensation for excavation, placing of the casing; for furnishing all materials, labor, equipment, and incidentals necessary to complete this item of work.

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# COUNTY OF COOK

## CHICAGO, ILLINOIS

# PROPOSAL

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

known as OLD ORCHARD ROAD

Route A83 Section 00-A8326-01-RP

From HARMS ROAD To EDENS EXPRESSWAY (I-94) SOUTHBOUND RAMPS  
(LOCKWOOD 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.

This improvement begins at Station 244+89, a point on the centerline of Old Orchard Road, approximately 24.48 feet east of the centerline of Harms Road; and proceeds in an easterly direction along Old Orchard Road to Station 273+96, a point on the centerline of Old Orchard Road, approximately 48.43 feet west of the centerline of Lockwood Avenue; for a total distance of 2,907 feet (0.551 miles) of which 2,907 feet are to be improved.

### DESCRIPTION OF IMPROVEMENT

This is a QC/QA project. The scope of work for this improvement consists of Class B Patching, Crack Sealing, Joint Repair and Diamond Grinding; Between Harms Road and Lockwood Avenue. Also included are drainage additions and adjustments, pavement marking, traffic signal improvements, traffic protection, striping and related road works.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENTS  
INDEX**

| <u>Section</u> | <u>Description</u>   |
|----------------|--|
| Instructions   | Instructions for Completion of Economic Disclosure Statement<br><br>Insert IDOT Certificate of Eligibility<br><br>Insert IDOT Affidavit of Availability  |
| 1              | MBE/WBE Utilization Plan   |
| 2              | Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant  |
| 3              | Petition for Reduction/Waiver of MBE/WBE Participation Goals   |
| 4              | Contractor Certifications  |
| 5              | Required Disclosures (Lobby, Local Business Preference, Real Estate Ownership)<br>Affidavit of Child Support Obligations<br>Disclosure of Ownership Interest Statement<br>Familial Relationship Disclosure Provision |
| 6              | Contractor's Certification Concerning Labor Standards & Prevailing Wage Requirements<br><br>Subcontractor's Certification Concerning Labor Standards & Prevailing Wage Requirements                                  |
| 7              | Execution Pages:<br>Sole Proprietor Signature Page<br>Partnership Signature Page<br>Corporation Signature Page<br>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](http://www.cookctyclerk.com), clicking on the tab labeled “County Board Proceedings,” and then clicking on the link to “Cook County Ordinances.”

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

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

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

**“Lobbyist”** means any person or entity who lobbies.

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

**Sections 1 through 3: MBE/WBE Documentation.- (1 original set of documents)** Sections 1 and 2 must be completed in order to satisfy the requirements of the County’s Minority- and Women-Owned Business Enterprise Program established in Division 8 of the Cook County’s Ordinance under the Procurement Code, 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 MBE/WBE Participation must be completed.

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

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

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

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

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



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Trigi Construction, Inc.  
P. O. Box 235 West Chicago, IL 60186-0235

Contractor No 6051

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$7,969,000.00

|     |                       |             |
|-----|-----------------------|-------------|
| 001 | EARTHWORK             | \$525,000   |
| 012 | DRAINAGE              | \$275,000   |
| 017 | CONCRETE CONSTRUCTION | \$7,969,000 |

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/2/2013 TO 4/30/2014 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/2/2013.

Acting Engineer of Construction



**Illinois Department  
of Transportation**

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

**Affidavit of Availability  
For the Letting of** 6/14/2013  
(Letting date)

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

**Part I. Work Under Contract**

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

|  | 1          | 2          | 3          | 4          | Awards Pending |                     |
|--|------------|------------|------------|------------|----------------|---------------------|
| Contract Number  | 63799      | 63802      | 63810      | 63800      |                |                     |
| Contract With  | IDOT       | IDOT       | IDOT       | IDOT       | NORTHBROOK     |                     |
| Estimated Completion Date                                | 8-13       | 8-13       | 8-13       | 8-13       | 8-13           |                     |
| Total Contract Price                                     | 133,223.75 | 128,128.10 | 267,463.25 | 166,565.50 | 832,203.65     | Accumulated Totals  |
| Uncompleted Dollar Value if Firm is the Prime Contractor | 133,223.75 | 128,128.10 | 267,463.25 | 166,565.50 | 832,203.65     | 1,527,584.25        |
| Uncompleted Dollar Value if Firm is the Subcontractor    |            |            |            |            |                | 0.00                |
| <b>Total Value of All Work</b>                           |            |            |            |            |                | <b>1,527,584.25</b> |

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

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

|                                      |                   |                   |                   |                   |                   | Accumulated Totals  |
|--------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| Earthwork                            | 6,075.00          | 4,350.00          | 36,475.00         | 19,290.00         | 47,460.00         | 113,650.00          |
| Portland Cement Concrete Paving      |                   |                   |                   |                   |                   | 0.00                |
| HMA Plant Mix                        |                   |                   |                   |                   |                   | 0.00                |
| HMA Paving                           |                   |                   |                   |                   |                   | 0.00                |
| Clean & Seal Cracks/Joints           |                   |                   |                   |                   |                   | 0.00                |
| Aggregate Bases & Surfaces           | 8,346.25          | 8,326.50          | 8,275.00          | 8,490.00          | 64,080.00         | 97,517.75           |
| Highway,R.R. and Waterway Structures |                   |                   |                   |                   |                   | 0.00                |
| Drainage                             |                   | 1,125.00          | 12,275.00         |                   | 25,950.00         | 39,350.00           |
| Electrical                           |                   |                   |                   |                   |                   | 0.00                |
| Cover and Seal Coats                 |                   |                   |                   |                   |                   | 0.00                |
| Concrete Construction                | 109,652.50        | 110,676.60        | 152,412.25        | 114,527.50        | 599,769.50        | 1,087,038.35        |
| Landscaping                          |                   |                   |                   |                   |                   | 0.00                |
| Fencing                              |                   |                   |                   |                   |                   | 0.00                |
| Guardrail                            |                   |                   |                   |                   |                   | 0.00                |
| Painting                             |                   |                   |                   |                   |                   | 0.00                |
| Signing                              |                   |                   |                   |                   |                   | 0.00                |
| Cold Milling, Planning & Rotomilling |                   |                   |                   |                   |                   | 0.00                |
| Demolition                           |                   |                   |                   |                   |                   | 0.00                |
| Pavement Markings (Paint)            |                   |                   |                   |                   |                   | 0.00                |
| Other Construction (List)            |                   |                   |                   |                   |                   | 0.00                |
|                                      |                   |                   |                   |                   |                   | 0.00                |
|                                      |                   |                   |                   |                   |                   | 0.00                |
| <b>Totals</b>                        | <b>124,073.75</b> | <b>124,478.10</b> | <b>209,437.25</b> | <b>142,307.50</b> | <b>737,259.50</b> | <b>1,337,556.10</b> |

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

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II.  **Direct Participation of MBE/WBE Firms**  **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: City Lights, Ltd.

Address: 9993 Virginia Ave, Chicago Ridge, IL 60415

E-mail: john@citylightsltd.com

Contact Person: John Candelaria Phone: 773/626-9162

Dollar Amount Participation: \$ 38,955.00

Percent Amount of Participation: 3.0 %

\*Letter of Intent attached? Yes X No           

\*Letter of Certification attached? Yes X No           

MBE/WBE Firm: Interra, Inc.

Address: 600 Territorial Dr, SteG, Bolingbrook, IL 60440

E-mail: dsrao@interra.co

Contact Person: Sudhakar Rao Doppalapudi Phone: 630/754-8700

Dollar Amount Participation: \$ 9,043.50

Percent Amount of Participation: 0.7 %

\*Letter of Intent attached? Yes X No           

\*Letter of Certification attached? Yes X No           

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Marking Specialists Corporation  
 Address: 214 Crystal St, Ste C, Cary, IL 60013  
 E-mail: judy@markingspecialists.net  
 Contact Person: Robert Buerer Phone: 847/462-0799  
 Dollar Amount Participation: \$ 24,766.70  
 Percent Amount of Participation: 1.9 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
 \*Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: Metromex Contractors Inc  
 Address: 9550 Sergo Dr, Ste 100, McCook, IL 60525  
 E-mail: DPatel@Metromex1.com  
 Contact Person: Dusiyant A Patel Phone: 708/485-3000  
 Dollar Amount Participation: \$ 103,821.32  
 Percent Amount of Participation: 7.9 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
 \*Letter of Certification attached? Yes X No \_\_\_\_\_

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II.  Direct Participation of MBE/WBE Firms  Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Roughneck Concrete Drilling & Sawing  
 Address: 8400 Lehigh Ave, Morton Grove, IL 60053  
 E-mail: karen@roughneck1.com  
 Contact Person: Karen Elin Johnson Phone: 847/966-6666  
 Dollar Amount Participation: \$ 51,661.93  
 Percent Amount of Participation: 3.9 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
 \*Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: Work Zone Safety, Inc.  
 Address: 17051 Gaylord Rd, Crest Hill, IL 60403  
 E-mail: pam@workzonesafetyinc.com  
 Contact Person: Pam Ackerman Phone: 815/834-0429  
 Dollar Amount Participation: \$ 42,585.00  
 Percent Amount of Participation: 3.2 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
 \*Letter of Certification attached? Yes X No \_\_\_\_\_

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: City Lights, Ltd.

Contract #: 1328-12639

Address: 9993 Virginia Avenue

City/State/ Zip: Chicago Ridge, IL 60415

Contact Person: John Candelaria

Phone: 773-626-9162 Fax: 773-626-8310

Certification Expiration Date: 05/01/2017

Race/Gender: Hispanic / Female

Email: John@citylightsltd.com

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

See Attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

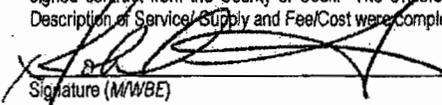
Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

See attached Unit Price Quote Totaling \$38,955.00

Terms: Net 10 days after receipt from Owner

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

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.

  
\_\_\_\_\_  
Signature (M/WBE)

  
\_\_\_\_\_  
Signature (Prime Bidder/Proposer)

John Candelaria / Sr. Vice President  
Print Name

Arthur Merkelz, Assistant Manager  
Print Name

City Lights, Ltd.  
Firm Name

Triggi Construction, Inc.  
Firm Name

June 12, 2013  
Date

June 27, 2013  
Date

Subscribed and sworn before me this 12th day of June, 20 13.

Notary Public Deborah Savage

SEAL



**QUOTATION**



**City Lights, Ltd.**  
 9993 Virginia Avenue  
 Chicago Ridge, IL 60415

[www.citylightsltd.com](http://www.citylightsltd.com)  
 Certified MB/MBE/DBE Contractor

**Project:** CCHD Section 00-A8326-01-RP - Harms Road  
 to Edens Expressway  
**Estimate #:** 13-085  
**Due Date:** 6/12/2013  
**Note:** Quotation Firm for 60 Days

**Contacts:** John Candelaria  
 Cheryl Foley  
**Phone:** 773-626-9162  
**Fax:** 773-626-5415

| Pay Item          | Description           | Quantity | Unit   | Unit Price | Total              |
|-------------------|-----------------------|----------|--------|------------|--------------------|
| 64                | MAIN EX TR SIG INSTAL | 3.00     | EACH   | 3,596.30   | 10,788.90          |
| 75                | TS POST GALVS 16      | 2.00     | EACH   | 1,473.60   | 2,947.20           |
| 76                | DET LOOP T1           | 700.00   | LIN FT | 22.10      | 15,470.00          |
| 77                | ELCBL C SIGNAL 14 5C  | 130.00   | LIN FT | 2.80       | 364.00             |
| 78                | ELCBL C SIGNAL 14 7C  | 130.00   | LIN FT | 3.00       | 390.00             |
| 79                | RELOC EX PED PB       | 2.00     | EACH   | 296.40     | 592.80             |
| 80                | RELOC EX PED SH       | 2.00     | EACH   | 429.60     | 859.20             |
| 81                | RELOC EX SH           | 2.00     | EACH   | 1,562.80   | 3,125.60           |
| 82                | REM ELCBL FR CON      | 130.00   | LIN FT | 0.90       | 117.00             |
| 83                | REM EX T/S EQUIP      | 1.00     | EACH   | 4,300.30   | 4,300.30           |
| <b>Total Bid:</b> |                       |          |        |            | <b>\$38,955.00</b> |

All Terms and Conditions outlined in the attached *Detailed Scope of Work* and *Job Specific Notes* below, shall be incorporated into any subsequent contract agreement between the General Contractor and City Lights, Ltd.

**Job Specific Notes:**

1. Traffic Control and Protection by others
2. Landscape Restoration by others



[www.citylightsltd.com](http://www.citylightsltd.com)

**City Lights, Ltd.**  
9993 Virginia Avenue  
Chicago Ridge, IL 60415  
Phone: 773-626-9162

Fax: 773-626-5415 or 773-626-8310  
**Certified MBE/WBE/DBE Contractor**

**Date: June 12, 2013**

**Re: 00-A8326-01-RP Harms Road to Edens Expressway**

**Due: June 12, 2013**

***City Lights is a certified MBE/WBE Contractor and 100% of our work can be applied toward a specific goal of this project.***

We are pleased to offer a **Total Quotation of \$38,955.00** for the electrical work on the above referenced project.

Our Scope of Work ***INCLUDES*** the following:  
All electrical work outlined in the plans and specs.

Our Scope of Work ***EXCLUDES*** the following unless otherwise noted:

1. All Hazardous Waste Monitoring, Removal, Testing, Reports, Transporting, Disposal, Remediation and Training.
2. Traffic/Pedestrian Control and Protection including Lane Closures.
3. All Bond and Permit Fees. General Contractor to list City Lights on their permits as a subcontractor.
4. Any required Railroad Protective, Owner's Protective, Builder's Risk, Valuable Papers or any other special insurance requirements.
5. The general contractor will provide layout, and grade for any of our items.
6. Restoration, Landscaping, & Clean Up
7. Any required asphalt restoration, concrete, sidewalk, barrier wall or pavement removal, replacement or patching.
8. Any required sawcutting.
9. Any required QC/QA or associated costs.
10. Any required ADA Compliance work.
11. Protection of existing electrical items that are to remain in place during construction, and protection of electrical materials installed during construction until the owner's *Final Acceptance*.
12. City Lights, Ltd. will not accept any charges for liquidated damages, unless they are caused by City Lights' failure to complete their work as agreed.
13. Spoil Removal including but not limited to soil, concrete, and asphalt.
14. Quotation considers performing all work during normal working hours unless otherwise specified in plans and specs.
15. Electrical Service hookup for General Contractor's job trailer. If this work is required, City Lights will perform work on a time and material basis.

City Lights, Ltd.  
CCHD - Harms Road to Edens 00-A8326-01-RP  
Bid Date: June 12, 2013  
Page Two

**Payment Terms:**

- Net 10 Days after receipt of payment from Owner for each Pay Estimate.
- Retention to be equal to amount withheld by Owner.
- Retention to be released and paid within Sixty (60) days after final acceptance of our work.

**Special Notes:**

1. In addition the General Contractor must provide, at no additional charge, adequate space for City Lights, Ltd., in a staging area that is in close proximity to the project site for material storage, equipment, and a field trailer.
2. As-Builds provided by City Lights, Ltd. will be a marked up set of drawings. Auto-Cad, Mylars and/or any Electronic As-Builds are excluded.

Please be advised that this proposal will remain valid for sixty (60) days, and shall remain confidential between the parties involved. **All terms and conditions outlined within shall be incorporated into any subsequent subcontract agreement entered into between City Lights, Ltd. and General Contractor.**

Sincerely,

City Lights, Ltd.



John Candelaria  
Sr. Vice President

---



MAY 11 2012  
DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Jacqueline Hoffman  
City Lights, Ltd.  
9993 Virginia Ave.  
Chicago Ridge, Illinois 60415

**Annual Certificate Expires: May 1, 2013**

Dear Ms. Hoffman:

We are pleased to inform you that City Lights, Ltd. has been certified as a Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) by the City of Chicago. This MBE/WBE certification is valid until May 1, 2017; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by May 1, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by March 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS – 237310 – Highway, Street and Bridge Construction**  
**NAICS – 237130 – Power and Communication Line Related Structures**

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

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

**LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Interra, Inc.

Contract #: 1328-12639

Address: 600 Territorial Dr, Ste G

City/State/ Zip: Bolingbrook, IL 60440

Contact Person: Sudhakar Rao Doppalapudi

Phone: 630/754-8700 Fax: 630/754-8705

Certification Expiration Date: 9/1/13

Race/Gender: ASIAN INDIAN

Email: dsrao@interra-co

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

QC Concrete Testing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$9,043.50  
\_\_\_\_\_  
\_\_\_\_\_

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

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.

[Signature]  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

Sudhakar Rao Doppalapudi  
Print Name

Giovanni Difruscolo, President  
Print Name

Interra, Inc.  
Firm Name

Triggi Construction, Inc.  
Firm Name

06/12/13  
Date

06/12/13  
Date

Subscribed and sworn before me this 12th day of June, 2013.

Notary Public Maryann Ullsmith



SEAL

**COOK COUNTY HIGHWAY DEPT - OLD ORCHARD RD / 00-A8326-01-RP  
INTERRA, INC.**

|    | <b>ITEM DESCRIPTION</b>      | <b>UNIT</b> | <b>QUANTITY</b> | <b>PRICE</b> | <b>TOTAL</b>      |
|----|------------------------------|-------------|-----------------|--------------|-------------------|
| 22 | PCC DRIVEWAY PAVT 10 *       | SY          | 110.00          | \$2.00       | \$220.00          |
| 23 | PCC PAVEMENT 10 *            | SY          | 3,850.00        | \$1.00       | \$3,850.00        |
| 24 | PCC SIDEWALK 5 *             | SF          | 1,050.00        | \$0.25       | \$262.50          |
| 25 | PCC SIDEWALK 8 *             | SF          | 100.00          | \$0.25       | \$25.00           |
| 34 | CLASS B PATCHES T1 10 *      | SY          | 327.00          | \$1.00       | \$327.00          |
| 35 | CLASS B PATCHES T2 10 *      | SY          | 2,250.00        | \$1.00       | \$2,250.00        |
| 36 | CLASS B PATCHES T3 10 *      | SY          | 438.00          | \$1.00       | \$438.00          |
| 37 | CLASS B PATCHES T4 10 *      | SY          | 715.00          | \$1.00       | \$715.00          |
| 44 | CURB AND GUTTER B6.24 *      | FT          | 740.00          | \$0.50       | \$370.00          |
| 45 | CONCRETE MEDIAN TY C-4 *     | SF          | 1,980.00        | \$0.25       | \$495.00          |
| 46 | CONCRETE MEDIAN TY SB-6.12 * | SF          | 182.00          | \$0.50       | \$91.00           |
|    |                              |             |                 |              |                   |
|    | <b>TOTAL</b>                 |             |                 |              | <b>\$9,043.50</b> |
|    |                              |             |                 |              |                   |
|    | * PARTIAL PAYMENT ITEM       |             |                 |              |                   |
|    | INCIDENTAL QC CONC TESTING   |             |                 |              |                   |
|    |                              |             |                 |              |                   |
|    |                              |             |                 |              |                   |
|    |                              |             |                 |              |                   |



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Copy sent via e-mail: dsrao@interra.co

May 7, 2013

Sudhakar Rao Doppalapudi  
**INTERRA, Inc.**  
600 Territorial Drive, Suite G  
Bolingbrook, IL 60440

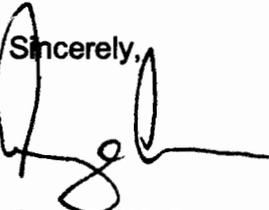
Dear Mr. Doppalapudi:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **September 1, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,  


George W. Coleman  
Deputy Procurement Officer

/s/

**LETTER OF INTENT (SECTION 2)**

M/WBE Firm: marking specialists Corporation Contract #: 1328-12639  
 Address: 214 Crystal St - Ste C City/State/ Zip: Cam, FL 60013  
 Contact Person: Judith M Peszek Phone: 847-462-0199 Fax: 847-462-0929  
 Certification Expiration Date: Dec. 14, 2013 Race/Gender: Hispanic  
 Email: Judy@markingspecialists.net  
 Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Pavement marking

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

QUOTE # Q20118 \$ 24,766.70

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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.

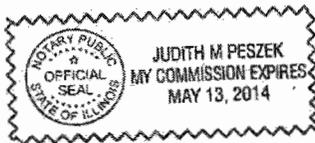
[Signature]  
 Signature (M/WBE)  
Robert W. Buerer  
 Print Name  
markingspecialists Corporation  
 Firm Name  
6/10/13  
 Date

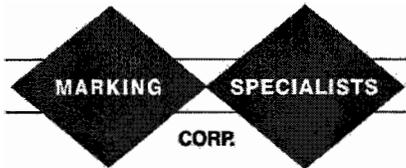
[Signature]  
 Signature (Prime Bidder/Proposer)  
Giovanni Difruscolo, President  
 Print Name  
Triggi Construction, Inc.  
 Firm Name  
06/12/13  
 Date

Subscribed and sworn before me this 10th day of June, 2013

Notary Public: Judith M Peszek

SEAL





Voice: 847-462-0799  
 Fax: 847-462-0929  
 Email: judy@markingspecialists.net

Marking Specialists Corporation  
 214 Crystal Street, Suite C  
 Cary, IL 60013

## Quotation

Quote No.: Q20118  
 Quote Date: 06/04/2013  
 Item No.:  
 Contract No.: 1328-12639  
 Bid Date: 06/05/2013  
 Complete By: 11/01/2013

**County:** COOK (E)  
**Section:** 00-A8326-01-RP  
**Description:** OLD ORCHARD ROAD FROM HARMS ROAD TO THE EDENS EXPRESSWAY (I-94) S/B RAMPS  
 CONTRACT NO. 1328-12639 / SECTION NO. 00-A8326-01-RP  
 \*\*\* ITEM 74 - RAISED REFL PAVT MKR REMOVAL - FILL HOLE WTH EPOXY ONLY - NO REMOVAL \*\*\*

Gentlemen:

We propose to furnish all necessary labor, material, tools and equipment to complete the following work according to plans and specifications:

| Item No.         | Description           | UM | Quantity  | Price/Unit | Total              |
|------------------|-----------------------|----|-----------|------------|--------------------|
| 67               | MOD URETH PM LTR-SYM  | SF | 350.00    | 4.00       | \$1,400.00         |
| 68               | MOD URETH PM LINE 12  | FT | 710.00    | 3.00       | \$2,130.00         |
| 69               | MOD URETH PM LINE 24  | FT | 120.00    | 6.00       | \$720.00           |
| 70               | MOD URETH PM LINE 4   | FT | 13,190.00 | 0.93       | \$12,266.70        |
| 71               | MOD URETH PM LINE 6   | FT | 900.00    | 1.50       | \$1,350.00         |
| 73               | RAISED REFL PAVT MKR  | EA | 100.00    | 59.00      | \$5,900.00         |
| 74               | RAISED REF PVT MK REM | EA | 100.00    | 10.00      | \$1,000.00         |
| <b>BidTotal:</b> |                       |    |           |            | <b>\$24,766.70</b> |

These prices are firm for a period of sixty (60) days from the date of the contract award. Other materials, if required, will be priced separately. Permanent pavement marking is expected to be completed with one mobilization. Additional mobilizations will cost \$2,000.00 each. Lane closures, if required, are the responsibility of the prime contractor. Unless stated otherwise, prices do not include costs for bonds, special insurance or permits.

We thank you for the opportunity to quote on this work and hope we will be favored with your order.

Very Truly Yours,

Judith M. Peszek, Chief Estimator  
 Marking Specialists Corporation

I.D.O.T. Certified DBE

C.D.O.T. Certified DBE & MBE

Cook County Certified MBE

METRA Certified DBE

City of Rockford MBE

An Equal Opportunity Employer

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



**COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF CONTRACT COMPLIANCE  
SHANNON E. ANDREWS  
DIRECTOR**

- |                    |                       |                            |                        |
|--------------------|-----------------------|----------------------------|------------------------|
| Erinlee Collins    | 1 <sup>st</sup> Dist. | Bridget Gaiber             | 18 <sup>th</sup> Dist. |
| Robert Daniels     | 2 <sup>nd</sup> Dist. | John P. Daley              | 11 <sup>th</sup> Dist. |
| Jerry Butler       | 3 <sup>rd</sup> Dist. | John A. Frickroy           | 12 <sup>th</sup> Dist. |
| William M. Barrera | 4 <sup>th</sup> Dist. | Lancebook Duffield         | 13 <sup>th</sup> Dist. |
| Deborah Sims       | 5 <sup>th</sup> Dist. | Gregg Goslin               | 14 <sup>th</sup> Dist. |
| Jana P. Murphy     | 6 <sup>th</sup> Dist. | Timothy O. Schneider       | 15 <sup>th</sup> Dist. |
| James G. Garcia    | 7 <sup>th</sup> Dist. | Jeffrey R. Tobolski        | 16 <sup>th</sup> Dist. |
| Edith Payne        | 8 <sup>th</sup> Dist. | Elizabeth Ann Duddy Gorman | 17 <sup>th</sup> Dist. |
| Peter N. Silvestri | 9 <sup>th</sup> Dist. |                            |                        |

County Building  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5502

December 14, 2012

Mr. Alfredo Zavala, President  
Marking Specialists Corporation  
P.O. Box 745  
Arlington Heights, IL 60006

**Annual Certification Expires: December 14, 2013**

Dear Mr. Zavala:

Congratulations on your continued eligibility for Certification as an MBE by Cook County Government. This annual MBE Certification is valid until **December 14, 2013**.

As a condition of continued Certification during the three (3) year term, you must file a **"No Change Affidavit"** within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an MBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises, Women and Veteran Business Enterprises in the area(s) of specialty:

**Construction: Paving Services**

Your firm's participation on Cook County contracts will be credited toward MBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Program.

Sincerely,

Shannon E. Andrews  
Contract Compliance Director

SEA/lar

2014

**LETTER OF INTENT (SECTION 2)**

MWBE Firm: Metromex Contractors Inc  
Address: 9550 Sergo Drive Suite 100  
Contact Person: Dusiyant A Patel  
Certification Expiration Date: \_\_\_\_\_  
Email: DPatel@Metromex1.com

Contract #: 1328-12639  
City/State/ Zip: McCook, IL 60525  
Phone: 708-485-3000 Fax: 708-485-3011  
Race/Gender: Asian/ Male

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

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 Services/ Supply and Fee/Cost were completed.

Dusiyant A Patel  
Signature (MWBE)

Dusiyant A Patel  
Print Name

Metromex Contractors Inc.  
Firm Name

June 12, 2013  
Date

Giovanni Difruscolo  
Signature (Prime Bidder/Proposer)

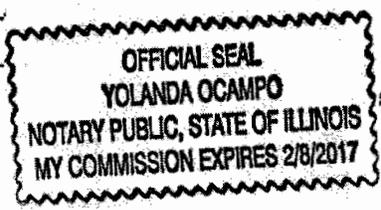
Giovanni Difruscolo, President  
Print Name

Triggi Construction, Inc.  
Firm Name

06/12/13  
Date

Subscribed and sworn before me this 12 day of JUNE, 2013.

Notary Public [Signature]



SEAL





# Illinois Department of Transportation

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

June 17, 2011

## CERTIFIED-RETURN RECEIPT REQUESTED

Federico Rojas  
Metromex Contractors, Inc.  
9550 Sergo Dr., Ste. 100  
McCook, IL 60525

Dear Federico Rojas:

Illinois Department of Transportation (IDOT), your host agency, is pleased to notify you that your firm has met the requirements for Disadvantaged Business Enterprise (DBE) program certification in accordance with the governing federal regulations, 49 CFR part 26.

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

Your certification is approved for a five (5) year period, commencing on **May 24, 2011**. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

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

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

DRAINAGE  
PAVEMENT PATCHING  
BITUMINOUS PAVING  
CURB & GUTTER, SIDEWALKS  
MISCELLANEOUS CONCRETE

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

Metromex Contractors, Inc.  
Page 2  
June 17, 2011

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

**Please note:**

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

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

Sincerely,



Debra A. Clark, Manager  
Certification Section  
Bureau of Small Business Enterprises

Enclosure



# Illinois Department of Transportation

**Metromex Contractors, Inc.**

is hereby certified as a

**Disadvantaged Business Enterprise**

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Gary Hannig  
Secretary  
Illinois Department of Transportation

Carol Lyle  
Bureau Chief  
Bureau of Small Business Enterprises

Effective the 24<sup>th</sup> day of May 2011

**LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Roughneck Concrete Drilling & Sawing Contract #: 1328-12639  
 Address: 8400 Lehigh Avenue City/State/ Zip: Morton Grove, IL 60053  
 Contact Person: Karen Elin Johnson Phone: 847-966-6666 Fax: 847-966-6577  
 Certification Expiration Date: 10/30/2013 Race/Gender: White  
 Email: karen@roughneck1.com

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Concrete cutting

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$51,661.93 / 30 day due term

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

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.

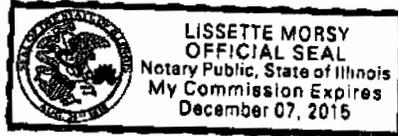
*Karen Elin Johnson*  
 Signature (M/WBE)  
Karen Elin Johnson  
 Print Name  
Roughneck Concrete Drilling & Sawing Co.  
 Firm Name  
6/10/2013  
 Date

*Giovanni Difruscolo*  
 Signature (Prime Bidder/Proposer)  
Giovanni Difruscolo, President  
 Print Name  
Triggi Construction, Inc.  
 Firm Name  
06/12/13  
 Date

Subscribed and sworn before me this 10th day of June, 2013

Notary Public: *Lisette Morsy*

SEAL



**COOK COUNTY HIGHWAY DEPT - OLD ORCHARD RD / 00-A8326-01-RP**  
**ROUGHNECK CONCRETE DRILLING AND SAWING COMPANY**

|    | <b>ITEM DESCRIPTION</b>   | <b>UNIT</b> | <b>QUANTITY</b> | <b>PRICE</b> | <b>TOTAL</b> |
|----|---------------------------|-------------|-----------------|--------------|--------------|
| 27 | CURB AND GUTTER REMOVAL * | FT          | 740.00          | \$1.50       | \$1,110.00   |
| 31 | PAVEMENT REMOVAL *        | SY          | 3,850.00        | \$5.38       | \$20,713.00  |
| 32 | SAW CUTS                  | FT          | 620.00          | \$1.29       | \$799.80     |
| 34 | CL B PATCHES TYPE 1 10 *  | SY          | 327.00          | \$9.70       | \$3,171.90   |
| 35 | CL B PATCHES TYPE 2 10 *  | SY          | 2,250.00        | \$8.22       | \$18,495.00  |
| 36 | CL B PATCHES TYPE 3 10 *  | SY          | 438.00          | \$6.58       | \$2,882.04   |
| 37 | CL B PATCHES TYPE 4 10 *  | SY          | 715.00          | \$6.28       | \$4,490.20   |
|    |                           |             |                 |              |              |
|    | TOTAL                     |             |                 |              | \$51,661.94  |
|    |                           |             |                 |              |              |
|    | * PARTIAL PAY ITEMS       |             |                 |              |              |
|    | INCIDENTAL SAWCUTTING     |             |                 |              |              |
|    |                           |             |                 |              |              |
|    |                           |             |                 |              |              |



CHICAGO TRANSIT AUTHORITY

567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
www.transitchicago.com

December 12, 2012

Karen Johnson  
Roughneck Concrete Drilling & Sawing Co.  
8400 Lehigh Avenue  
Morton Grove, IL 60053-2617

Dear Karen Johnson:

The Chicago Transit Authority has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit, or Continued Eligibility Affidavit, is due **October 30, 2012**. Notification will be sent to you sixty (60) days prior to this date.

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

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at (agency web site address). Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS-238910: CORE DRILLING AND TEST BORING FOR CONSTRUCTION

CONCRETE CORE DRILLING; SLAB/WIRE/WALL SAWING AND GROUND PENETRATING RADAR SERVICES

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

Sincerely,

Omar Brown  
General Manager  
Diversity Programs

**LETTER OF INTENT (SECTION 2)**

MWBE Firm: Work Zone Safety, Inc. Contract #: Old Orchard Rd - 1328-12639  
 Address: 17051 Gaylord Road City/State/ Zip: Crest Hill, IL 60403  
 Contact Person: Pam Ackerman Phone: 815-834-0429 Fax: 815-834-2357  
 Certification Expiration Date: \_\_\_\_\_ Race/Gender: \_\_\_\_\_  
 Email: pam@workzonesafetyinc.com  
 Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Traffic control  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$ 42,585.00  
\_\_\_\_\_  
\_\_\_\_\_

*(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

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.

Pam Ackerman  
Signature (MWBE)

Pam Ackerman  
Print Name

Work Zone Safety, Inc  
Firm Name

6/11/13  
Date

Giovanni Difruscolo  
Signature (Prime Bidder/Proposer)

Giovanni Difruscolo, President  
Print Name

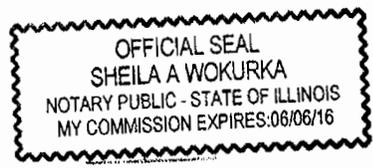
Triggs Construction, Inc.  
Firm Name

06/12/13  
Date

Subscribed and sworn before me this 14th day of June, 2013.

Notary Public Sheila A Wokurka

SEAL



ATTENTION: ESTIMATING

REVISED

# Work Zone Safety, Inc.

CERTIFIED DBE

17051 Gaylord Road  
Crest Hill, Illinois 60403

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

## JOB PROPOSAL

BID DATE: 06/12/13

QUOTE VALID 30 CD

SECTION # 1328-12639

LOCATION: OLD ORCHARD RD  
CITY / VILLAGE: SKOKIE

| ITEM | DESCRIPTION          | QTY   | UNIT  | PRICE       | TOTAL       |
|------|----------------------|-------|-------|-------------|-------------|
| 63   | CHG MESS SIGN        | 12    | CALMO | \$ 1,250.00 | \$15,000.00 |
| 65   | TRAFFIC PROTECTION   | 1     | LS    | \$20,400.00 | \$20,400.00 |
| 66   | ERAD OF EX PVT MKING | 2,460 | SQFT  | \$ 1.00     | \$2,460.00  |
| 72   | PV MK TPE T3 LN 4"   | 4,500 | FT    | \$ 1.05     | \$4,725.00  |

TOTAL BID \$42,585.00

THERE ARE 500 FLASHERS INCLUDED IN THE ABOVE LUMP SUMS.  
Additional flashers can be rented for \$ 0.35 if more are needed than what was estimated above.

THERE ARE 2 ARROWBOARDS INCLUDED IN THE ABOVE LUMP SUMS.

\* THE LUMP SUM FOR TRAFFIC CONTROL IS BASED ON THE PLANS AND SPECIFICATIONS ISSUED AT THE TIME OF THE BID, ANY CHANGES TO THE STAGING, PHASING, OR REQUESTS FROM ANY ENGINEER, OR CONTRACTOR FOR ADDITIONAL EQUIPMENT, WILL BE INVOICED BY CHANGE ORDER, FORCE ACCOUNT, OR THE PREVAILING RENTAL RATE.

\*\* ALL PAVEMENT MARKING REMOVAL ITEMS DO NOT INCLUDE WATERBLASTING.

\*\*\* AN ADDITIONAL \$150.00 PER HOUR FOR A STRIPING CREW OF INSTALLATIONS LESS THAN 2000 FT PER DAY

THE FOLLOWING ITEMS ARE NOT INCLUDED IN THE LUMP SUM:

|                                 |                                |                          |             |
|---------------------------------|--------------------------------|--------------------------|-------------|
| 1. TEMP & PERM LANE CLOSURES    | 6. PERMANENT SIGN REMOVAL      | 11. NO PARKING SIGNS     | 16. BOND    |
| 2. TEMP & PERM PAVEMENT MARKING | 7. PERMANENT SIGN INSTALLATION | 12. IMPACT ATTENUATORS   | 17. DETOURS |
| 3. PEDESTRIAN BARRICADE SET UP  | 8. ORANGE SNOW FENCE           | 13. BARRIER WALL         | 18. CONES   |
| 4. PAVEMENT MARKING REMOVAL     | 9. FLAGGERS OR AFAD            | 14. SURVEILLANCE         |             |
| 5. ROAD PLATE                   | 10. TRAFFIC SIGNALS            | 15. CHANGEABLE MSG SIGNS |             |

TRAFFIC CONTROL & PROTECTION COMPLETION:  
90 CD

AN ADDITIONAL CHARGE OF \$ 80.00 PER DAY AFTER..... 90 CD

| TEMPORARY NIGHT EXPRESSWAY LANE CLOSURES |             |             | RENTAL RATE PER CAL. DAY |                                  |               |
|--|-------------|-------------|--------------------------|----------------------------------|---------------|
|  | MON.-SAT.   | SUNDAY      |                          |                                  |               |
| 1. RAMP CLS.                             | \$ 850.00   | \$ 1,150.00 | EA.                      | 1. BARREL W/STEADY BURN HD.      | \$ 0.90 EA.   |
| 2. SHLDER CLS.                           | \$ 900.00   | \$ 1,200.00 | EA.                      | 2. DG SIGN & STAND               | \$ 2.20 EA.   |
| 3. 1 LANE CLS.                           | \$ 1,800.00 | \$ 2,100.00 | EA.                      | 3. ARROWBOARD                    | \$ 45.00 EA.  |
| 4. 2 LANE CLS.                           | \$ 1,950.00 | \$ 2,250.00 | EA.                      | 4. TYPE 3 BARRICADE W/FLSH. HDS. | \$ 3.00 EA.   |
| 5. 3 LANE CLS.                           | \$ 2,200.00 | \$ 2,500.00 | EA.                      | 5. TYPE 1 BARRICADE W/FLSH. HD.  | \$ 0.45 EA.   |
| 6. EA.ADD.1/2 MI                         | \$ 50.00    | \$ 75.00    | EA.                      | 6. CHG. MESS. SIGN               | \$ 110.00 EA. |

~~~~~ 1/2 MILE WORK AREA ~~~~~

| SALE ITEMS            |          |     | SALE ITEMS                |          |     |
|-----------------------|----------|-----|---------------------------|----------|-----|
| 1. 28" TRIMLINE CONES | \$ 15.00 | EA. | 4. CAUTION TAPE, 60' ROLL | \$ 23.25 | EA. |
| 2. STRIPPED VESTS     | \$ 23.40 | EA. | 5. FLAGS                  | \$ 4.50  | EA. |
| 3. STOP & SLOW PADDLE | \$ 84.50 | EA. | 6. SAND BAG (FULL)        | \$ 2.10  | EA. |

IF THERE ARE ANY QUESTIONS ABOUT THIS QUOTE, PLEASE DO NOT HESITATE TO CALL:

|   |                |                       |
|---|----------------|-----------------------|
|   | Pam Ackerman   | 815-834-0429 ext. 107 |
|   | Frank Marrano  | 630-306-2016          |
|   | Ralph Ackerman | 630-432-4550          |
| X | Nick Bethune   | 815-834-0429 ext. 105 |

ACCEPTED BY:

Contractor

Authorized Signature

Date

01/25/2010 16:33 2177851524

SMALL BUS ENT

PAGE 02



## Illinois Department of Transportation

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

January 22, 2010

### CERTIFIED-RETURN RECEIPT REQUESTED

Pam Ackerman  
Work Zone Safety, Inc.  
P. O. Box 279  
Lockport, IL 60441

Dear Pam Ackerman:

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

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

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

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

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

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

01/25/2010 16:33 2177851524

SMALL BUS ENT

PAGE 03

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

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

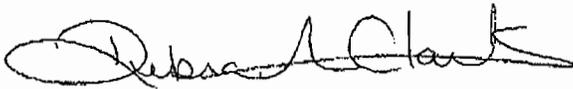
Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation,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

**Please note:**

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

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

Sincerely,



Debra A. Clark, Manager  
Certification Section  
Bureau of Small Business Enterprises

Enclosure



# Illinois Department of Transportation

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

April 24, 2013

## CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Pam Ackerman  
Work Zone Safety, Inc.  
17051 Gaylord Rd.  
Crest Hill, IL 60403

Dear Ms. Ackerman:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Work Zone Safety, Inc., and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

**Note:** Pursuant to 49 CFR Part 26.83(i), whenever there are any changes in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the bureau at (217) 782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra A. Clark".

Debra A. Clark, Acting Bureau Chief  
Bureau of Small Business Enterprises



# Illinois Department of Transportation

## Work Zone Safety, Inc.

is hereby certified as a

### Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Gary Hannig  
Secretary  
Illinois Department of Transportation

Carol Lyle  
Bureau Chief  
Bureau of Small Business Enterprises

Effective the 22<sup>nd</sup> day of December, 2009

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER       FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE 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. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

(1) Lack of sufficient qualified MBEs and/or WBEs 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 MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

(2) Followed up initial solicitation of MBEs and WBEs 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 MBEs and WBEs for supply of goods and services. **(Please attach)**

(4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

(5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**CONTRACTOR CERTIFICATIONS**  
**(SECTION 4)**

The following certifications are made pursuant to state law and the code. The undersigned is cautioned to carefully read these certifications prior to signing the signature page. Signing the signature page shall constitute a warranty by the undersigned that all the statements, certifications and information set forth within these certifications are true, complete and correct as of the date the signature page is signed. The undersigned is notified that if the county learns that any of the following certifications were falsely made, that any contract entered into with the undersigned shall be subject to termination.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

**C. DRUG FREE WORKPLACE ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES  
(SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

| Name  | Address |
|-------|---------|
| none  |         |
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: \_\_\_\_\_ No:   X  

b) If yes, list business addresses (es) within Cook County:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:   X   No: \_\_\_\_\_

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS **and** complete the following, based upon the definitions and other information included in such Affidavit:

  X   Applicant has no "Substantial Owner."

OR

\_\_\_\_\_ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) \_\_\_\_\_ The following is a complete list of all real estate owned by the Undersigned in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(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:

none

\_\_\_\_\_

\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**  
(Section 5)

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Triggi Construction, Inc. D/B/A: \_\_\_\_\_ EIN NO.: 36-3168295

Street Address: 1975 Powis Rd

City: West Chicago State: IL Zip Code: 60185

Phone No.: 630/584-4490

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

| Name                | Address                                     | Percentage Interest in Applicant/Holder |
|---------------------|---------------------------------------------|-----------------------------------------|
| Giovanni Difruscolo | 222 Regency Ct W, St Charles, IL 60175      | 50%                                     |
| Lucrezia Difruscolo | 208 Independence Ln, Bloomingdale, IL 60108 | 50%                                     |

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 |
|-----------------------|---------------------|---------------------|
| President/Treasurer   | Giovanni Difruscolo | St Charles, IL      |
| Secretary             | Lucrezia Difruscolo | Bloomingdale, IL    |

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

| Name | Address | Percentage of Beneficial Interest | Relationship |
|------|---------|-----------------------------------|--------------|
|      |         |                                   |              |
|      |         |                                   |              |

**Declaration (check the applicable box):**

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Giovanni Difruscolo  
Name of Authorized Applicant/Holder Representative (please print or type)

*Giovanni Difruscolo*  
Signature

gdifruscolo@triggiconstruction.com  
or amerkelz@triggiconstruction.com  
E-mail address

President  
Title

06/05/13  
Date

630/584-4490  
Phone Number

Subscribed to and sworn before me this 5th day of June, 2013.

X *[Signature]*  
Notary Public Signature

My commission expires: 01/28/16





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304  
 312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

“*Calendar year*” means January 1 to December 31 of each year.

“*Doing business*” for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

“*Familial relationship*” means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

“*Person*” means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person\* *doing business\** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships\** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Entity Address: \_\_\_\_\_

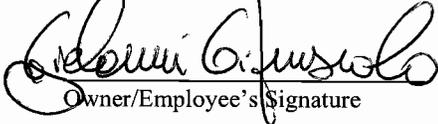
\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County **and** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

| Owner/Employee Name: | Related to: | Relationship: |
|----------------------|-------------|---------------|
| 1. _____             | _____       | _____         |
| 2. _____             | _____       | _____         |
| 3. _____             | _____       | _____         |
| 4. _____             | _____       | _____         |
| 5. _____             | _____       | _____         |

If more space is needed, attach an additional sheet following the above format.

There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

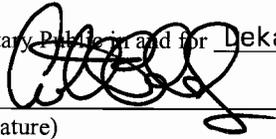
**To the best of my knowledge and belief, the information provided above is true and complete.**

  
Owner/Employee's Signature

\_\_\_\_\_ 06/05/13 \_\_\_\_\_  
Date

Subscribe and sworn before me this 5th Day of June, 20 13

a Notary Public in and for DeKalb County

  
(Signature)



NOTARY PUBLIC  
SEAL

My Commission expires 01/28/16

**Completed forms must be filed with the bid.**

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

**To Contractor:**

Date: 06/05/13  
Project Number: 1328-12639  
Project Name Old Orchard Rd/Route A83  
Harms Rd to Edens Expressway (I-94) Southbound Ramps  
Section #00-A8326-01-RP (Lockwood Ave)

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 are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

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

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

4. He certifies that:

- (a) The legal name and the business address of the undersigned are: Triggi Construction, Inc.  
POB 235, 1975 Powis Rd  
West Chicago, IL 60186-0235
- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

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

| NAME                                               | TITLE | ADDRESS |
|----------------------------------------------------|-------|---------|
| <u>Giovanni Difruscolo, President</u>              |       |         |
| <u>222 Regency Ct W, St Charles, IL 60175</u>      |       |         |
| <u>Lucrezia Difruscolo, Secretary</u>              |       |         |
| <u>208 Independence Ln, Bloomingdale, IL 60108</u> |       |         |

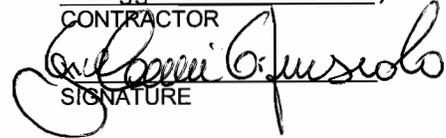
(d) The name and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

| NAME | ADDRESS | NATURE OF INTEREST |
|------|---------|--------------------|
| n/a  |         |                    |
|      |         |                    |
|      |         |                    |
|      |         |                    |

(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 |
|------|---------|----------------------|
| n/a  |         |                      |
|      |         |                      |
|      |         |                      |
|      |         |                      |

DATE 06/05/13

Triggi Construction, Inc.  
CONTRACTOR  
  
SIGNATURE

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

(Section 8)

To Contractor:

Date: 6-11-13  
Project Number: 1328-12639  
Project Name \_\_\_\_\_

1. The undersigned, if awarded a contract with Triggi Construction  
(Contractor)  
\_\_\_\_\_ for Diamond grinding  
Nature of Work

\_\_\_\_\_ in the amount of \$ \_\_\_\_\_ in the construction of the above-identified project,  
certifies that:

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

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

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

4. He certifies that:

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

(b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

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

| NAME                | TITLE            | ADDRESS                                          |
|---------------------|------------------|--------------------------------------------------|
| <u>Rita Fox</u>     | <u>President</u> | <u>888 S. Michigan Ave #401 Chicago IL 60607</u> |
| <u>Scott Filken</u> | <u>Secretary</u> | <u>2009 Celtic Drive Mt. Prospect, IL 60056</u>  |

DATE 6-11-13

SUBCONTRACTOR

SIGNATURE

Rita Fox

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

To Contractor:

Date: 6/04/2013  
Project Number: 1328-12639  
Project Name: OLD ORCHARD RD

1. The undersigned, if awarded a contract with TRIGGI CONSTRUCTION  
(Contractor)  
for CONCRETE CUTTING OR SEALING  
Nature of Work)

\_\_\_\_\_ in the amount of \$ \_\_\_\_\_ in the construction of the above-identified project,  
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
  - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 278a-2(a)]
  - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on JULY 2013  
(Date)
4. He certifies that:

- (a) The legal name and the business address of the undersigned are: HARD ROCK CONCRETE CUTTERS
- (b) The undersigned is (check one): INC 601 CHADDICK DR  
WHEELING IL 60090  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)
- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME TITLE ADDRESS  
JAMES H DIVORAT CHECK PRESIDENT  
C/O HARD ROCK CONCRETE CUTTERS INC  
601 CHADDICK DR WHEELING IL 60090

DATE 6/04/2013

SUBCONTRACTOR  
X [Signature]  
SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**  
(Section 8)

To Contractor:

Date: June 12, 2013  
Project Number: 00-A8326-01-RP  
Project Name: Old Orchard Road

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

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(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 TBA  
(Date)

4. He certifies that:

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

(b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

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

| NAME                    | TITLE                  | ADDRESS               |
|-------------------------|------------------------|-----------------------|
| <u>Federico Rojas</u>   | <u>President</u>       | <u>McCook, IL</u>     |
| <u>Duisyant A Patel</u> | <u>Chief Estimator</u> | <u>Plainfield, IL</u> |

DATE June 12, 2013

SUBCONTRACTOR

SIGNATURE

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

(Section 6)

**To Contractor:**

Date: June 12, 2013  
 Project Number: 1328-12639  
 Project Name Old Orchard Road

1. The undersigned, if awarded a contract with Triggi Construction, Inc.  
 (Contractor)  
 \_\_\_\_\_ for Electrical Power Construction  
 (Nature of Work)  
 \_\_\_\_\_ in the amount of \$ 38,955.00 in the construction of the above-identified project,  
 certifies that:

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

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

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

4. He certifies that:

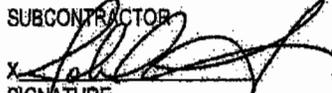
(a) The legal name and the business address of the undersigned are:

- (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                                     |
|--------------------|-----------|---------------------------------------------|
| Jacqueline Hoffman | President | 9993 Virginia Ave., Chicago Ridge, IL 60415 |
| John Candelaria    | Secretary | 9993 Virginia Ave., Chicago Ridge, IL 60415 |
| Jacqueline Hoffman | Treasurer | 9993 Virginia Ave., Chicago Ridge, IL 60415 |

DATE June 12, 2013

SUBCONTRACTOR  
  
 SIGNATURE  
 John Candelaria/Sr. Vice President

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

(Section 6)

To Contractor:

Contract No. 1328-12639

Date: 6/12/13

Project Number:  
Project Name: Old Orchard Road

1. The undersigned, if awarded a contract with \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_ for Pavement Marking  
Nature of Work)  
\_\_\_\_\_ in the amount of \$24,766.70 in the construction of the above-identified project,  
certifies that:

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

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

3. The workmen will report for duty on To be Determined  
(Date)

4. He certifies that:

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

(b) The undersigned is (check one):

\_\_\_ Sole Proprietorship

\_\_\_ Partnership

Corporation

\_\_\_ Other Organization (Describe)

Marking Specialists Corporation  
214 Crystal St - Ste C  
Cary, IL 60013

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

| NAME             | TITLE         | ADDRESS                              |
|------------------|---------------|--------------------------------------|
| Alfredo Zavala   | President     | 1430 Royal Court Elgin, IL 60123     |
| Maria Zavala     | Director      | Same as above                        |
| Robert K. Buerer | V.P.          | 1622 S. Princeton Ave. HTS, IL 60005 |
| Adrian M. Buerer | Sec. / Treas. | Same as above                        |
| Robert W. Buerer | Exec. V.P.    | 532 Glen Cary Cary, IL 60013         |

DATE 6/10/13

SUBCONTRACTOR

Adrian M. Buerer  
SIGNATURE

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

**To Contractor:**

Date: 06/10/2013  
Project Number: Section #00-A8326-01-RP  
Project Name: Old Orchard Rd.

1. The undersigned, if awarded a contract with Triggi Construction  
(Contractor)  
\_\_\_\_\_ for concrete cutting  
Nature of Work)  
\_\_\_\_\_ in the amount of \$ 51,661.94 in the construction of the above-identified project,  
certifies that:
- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on TBD  
(Date)
4. He certifies that:
- (a) The legal name and the business address of the undersigned are:
- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)
- (c) The name and address of the owner, partners or officers of the undersigned are:

| NAME                          | TITLE            | ADDRESS      |
|-------------------------------|------------------|--------------|
| <u>Karen Elin Johnson,</u>    | <u>President</u> | <u>_____</u> |
| <u>8400 Lehigh Avenue</u>     | <u>_____</u>     | <u>_____</u> |
| <u>Morton Grove, IL 60053</u> | <u>_____</u>     | <u>_____</u> |

DATE 06/10/2013

SUBCONTRACTOR

Karen Elin Johnson  
SIGNATURE

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

To Contractor:

Date: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_

1. The undersigned, if awarded a contract with \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_ for traffic control  
Nature of Work)

\_\_\_\_\_ in the amount of \$ 42,585.00 in the construction of the above-identified project,  
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
  - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
  - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

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

4. He certifies that:

- (a) The legal name and the business address of the undersigned are: Work zone safety, Inc.  
17051 Gaylord Road
- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

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

| NAME                | TITLE            | ADDRESS                     |
|---------------------|------------------|-----------------------------|
| <u>Pam Ackerman</u> | <u>President</u> | <u>17051 Gaylord Road</u>   |
|                     |                  | <u>Crest Hill, IL 60403</u> |

DATE 6/11/13

SUBCONTRACTOR  
Pam Ackerman  
SIGNATURE

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

**To Contractor:**

Date: 06/12/13

Project Number: Rt A83/Old Orchard Rd

Project Name Harms Rd to Edens Expressway (I94) SB Ramps

Section # 00-A8326-01-RP Contract #1328 (Lockwood Ave)  
-12639

1. The undersigned, if awarded a contract with Triggi Construction, Inc.  
(Contractor)

\_\_\_\_\_ for \_\_\_\_\_  
Nature of Work)

\_\_\_\_\_ in the amount of \$ \_\_\_\_\_ in the construction of the above-identified project,  
certifies that:

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

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

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

4. He certifies that:

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

- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

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

| NAME  | TITLE | ADDRESS |
|-------|-------|---------|
| _____ | _____ | _____   |
| _____ | _____ | _____   |
| _____ | _____ | _____   |

DATE 06/12/13

SUBCONTRACTOR

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: Triggi Construction, Inc.

BUSINESS ADDRESS: POB 235, 1975 Powis Rd, West Chicago, IL 60186-0235

BUSINESS TELEPHONE: 630/584-4490 FAX NUMBER: 630/584-0271

CONTACT PERSON: Arthur Merkelz (amerkelz@triggiconstruction.com)

FEIN: 36-3168295 \*IL CORPORATE FILE NUMBER: D 5266-813-1

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Giovanni Difruscolo VICE PRESIDENT: \_\_\_\_\_

SECRETARY: Lucrezia Difruscolo TREASURER: Giovanni Difruscolo

\*\*SIGNATURE OF PRESIDENT: *Giovanni Difruscolo*

ATTEST: *Lucrezia Difruscolo* (CORPORATE SECRETARY)

Subscribed and sworn to before me this

5th day of June, 2013.

X *[Signature]*  
Notary Public Signature

My commission expires: 01/28/16



\* 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.

**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: Triggi Construction, Inc.

BUSINESS ADDRESS: POB 235, 1975 Powis Rd, West Chicago, IL 60186-0235

BUSINESS TELEPHONE: 630/584-4490 FAX NUMBER: 630/584-0271

CONTACT PERSON: Arthur Merkelz (amerkelz@triggiconstruction.com)

FEIN: 36-3168295 \*IL CORPORATE FILE NUMBER: D 5266-813-1

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Giovanni Difruscolo VICE PRESIDENT: \_\_\_\_\_

SECRETARY: Lucrezia Difruscolo TREASURER: Giovanni Difruscolo

\*\*SIGNATURE OF PRESIDENT: *Giovanni Difruscolo*

ATTEST: *Lucrezia Difruscolo* (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
5th day of June, 2013.

X *[Signature]*  
Notary Public Signature



\* 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.

**SURETY'S STATEMENT**  
**of**  
**QUALIFICATION FOR BONDING**  
**(Section 10)**

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that: The Guarantee Company of North America USA  
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount

of the bid/contract: 00-A8326-01-RP  
(NUMBER)

to: Triggi Construction, Inc.  
(BIDDER)

The penalty of this bond is to be \$ 100 % of the Contract Amount  
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY The Guarantee Company of North America USA  
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

BY: *Debra Watterson*  
(ATTORNEY-IN-FACT) Debra Watterson

A VIII                      36650  
AMB #                      NAIC

SEAL



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Debra Watterson, Joseph A. Sprys, Edward G. Woods, Kathleen Runestad, Lora O'Brien, Edward DeVries
The Guarantee Company of North America USA

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 5th day of June 2013

[Signature of Randall Musselman]

Randall Musselman, Secretary



State of Michigan

County of Oakland

On this 5th day of June, 2013 before me, Lora M. O'Brien

personally appeared Debra Watterson

personally known to me – OR -  proved to me on the bases of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**Lora M. O'Brien**  
**Notary Public, Oakland County, Michigan**  
**My Commission Expires April 21, 2017**

WITNESS my hand and official seal  
  
Signature of Notary Public Lora M. O'Brien

**Optional**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

| CAPACITY CLAIMED BY SIGNER                                           | DESCRIPTION OF ATTACHED DOCUMENT |
|----------------------------------------------------------------------|----------------------------------|
| <input type="checkbox"/> Individual                                  | _____                            |
| <input type="checkbox"/> Corporate Officer                           | _____                            |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited | _____                            |
| <input checked="" type="checkbox"/> Attorney-in-Fact                 | _____                            |
| <input type="checkbox"/> Trustee(s)                                  | _____                            |
| <input type="checkbox"/> Guardian/Conservator                        | _____                            |
| <input type="checkbox"/> Other _____                                 | _____                            |

Signer is Representing: \_\_\_\_\_

Name of Person(s) or Entity(ies): \_\_\_\_\_

Notary Acknowledgment Rev. 2/20/13

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
*Home Office, Southfield, Michigan*  
**STATUTORY BALANCE SHEET**  
*December 31, 2012*

**ASSETS**

|                                             |                             |
|---------------------------------------------|-----------------------------|
| Cash and Short-Term Investments             | \$ 58,393,115               |
| Marketable Securities                       | 147,798,940                 |
| Premium and Agents Balances (under 90 days) | 2,429,925                   |
| Reinsurance Receivable on paid losses       | 1,271,700                   |
| Accrued Interest and Dividends              | 843,526                     |
| Net Deferred Tax Asset                      | 3,464,813                   |
| Other Assets                                | <u>70,116</u>               |
| Total Admitted Assets                       | <u><u>\$214,272,135</u></u> |

**LIABILITIES**

|                                                 |                             |
|-------------------------------------------------|-----------------------------|
| Reserve for Losses and Loss Adjustment Expenses | \$ 7,952,097                |
| Unearned Premium Reserve                        | 8,952,183                   |
| Note Payable to Parent                          | 50,617,656                  |
| Accrued Expenses                                | 1,080,040                   |
| Ceded Reinsurance Premiums Payable              | 1,330,254                   |
| Taxes, Licenses and Fees Payable                | 172,837                     |
| Other Liabilities                               | <u>2,443,631</u>            |
| Total Liabilities                               | <u><u>\$ 72,548,698</u></u> |

**CAPITAL AND SUPLUS**

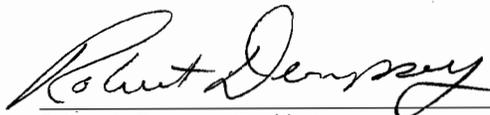
|                                            |                                 |
|--------------------------------------------|---------------------------------|
| Common Stock and Paid-In Capital           | \$144,020,970                   |
| Surplus                                    | <u>(2,297,533)</u>              |
| Total Policyholders' Surplus               | <u>\$141,723,437</u>            |
| <br>Total Liabilities, Capital and Surplus | <br><u><u>\$214,272,135</u></u> |

State of Michigan  
County of Oakland

Robert A. Dempsey being duly sworn, says: That he is the President of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31<sup>st</sup> day of December 2012.

Sworn to before me this 8<sup>th</sup> day of March 2013.

*Cynthia A. Takai*  
Notary

  
Robert A. Dempsey, President

**Cynthia A. Takai**  
**Notary Public, State of Michigan**  
**County of Oakland**  
**My Commission Expires February 27, 2018**  
**Acting in Oakland County**



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

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

WITNESSETH:

**WHEREAS** the COUNTY has awarded to the CONTRACTOR Cook County Contract Number **1328-12639, OLD ORCHARD ROAD – Harms Road to Edens Expressway (I-94) Southbound Ramps (Lockwood Avenue)** Section Number **00-A8326-01-RP** providing for the construction of a COUNTY highway improvement for a total price of \$ \_\_\_\_\_ dollars; and

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

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

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

NOW THEREFORE, the parties do hereby agree that:

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

5. The money so held by the FINANCIAL INSTITUTION shall be described as "retainage" and shall be held in trust according to the terms of this Agreement. Interest earned on the retainage may be paid to the CONTRACTOR as it accrues or as the FINANCIAL INSTITUTION'S policy permits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF the parties to this Trust Agreement have hereunder signed and executed this Trust Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
(To be dated by the COUNTY.)

**CONTRACTOR**

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

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

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

**CONTRACTOR (IF JOINT VENTURE)**

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

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

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

**CONTRACTOR (IF JOINT VENTURE)**

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

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

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

**CONTRACTOR (IF JOINT VENTURE)**

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

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

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

**FINANCIAL INSTITUTION**

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

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

**COOK COUNTY  
DEPARTMENT OF TRANSPORTATION AND  
HIGHWAYS**

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

Bond# 40100200

**PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK**

Know All Men by These Presents, That we, Trigg Construction, Inc., P.O. Box 235, West Chicago, IL 60186  
as principle, and The Guarantee Company of North America USA

1 Towne Square, Suite 1470, Southfield, MI 48076, as surety, are  
held and firmly bound unto the County of Cook in the penal sum of One Million Three Hundred Seventeen Thousand  
Four Hundred Fifty Four and 53/100 Dollars (\$ 1,317,454.53 ), 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 17th day of July A.D. 2013.

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 July 17, 2013  
~~AWARD OF CONTRACT~~ for  
**OLD ORCHARD ROAD - Harms Road to Edens Expressway (I-94( Southbound Ramps (Lockwood Avenue), Route A83,  
Section 00-A8326-01-RP in Niles Township; Cook County Contract No.1328-12639.**

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.

Trigg Construction, Inc.  
PRINCIPAL/CONTRACTOR SEAL  
By Giovanni Difruscolo PRESIDENT Lucrezia Difruscolo SECRETARY

The Guarantee Company of North America USA  
SURETY SEAL  
By Sherene L. Hemler SURETY/ATTORNEY-IN-FACT A VIII 36650  
(ATTACH POWER OF ATTORNEY) AMB# NAIC#

Approved as to form:  
By J. L. Sumner  
ASSISTANT STATES ATTORNEY  
PW5.18

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK** SS:

On this **17th day of July, 2013**, before me personally appeared **Sherene L. Hemler**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact** of **The Guarantee Company of North America USA**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



\_\_\_\_\_  
Notary Public in and for the above County and State

My Commission Expires: 04/17/16





The Guarantee Company of North America USA  
Southfield, Michigan

**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

James Stephen Pohl, Carol A. Dougherty, Sherene L. Hemler, Sarah E. Green  
DS&P Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such Intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 17<sup>th</sup> day of July, 2013.

*Randall Musselman*

Randall Musselman, Secretary

**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 No. **1328-12639 OLD ORCHARD ROAD – Harms Road to Edens Expressway (I-94) Southbound Ramps (Lockwood Avenue)**. In the Township of **Niles** County of Cook, and State of Illinois, said section known or to be known as Section: **00-A8326-01-RP** Route **A83** 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 Department of Transportation and Highways of Cook County, Illinois, and under the direction and to the satisfaction of the said Superintendent of Department of Transportation and Highways.

It is expressly understood and agreed by and between said County and said Contractor that the Bid hereto attached and Notice to Contractors, Specifications, Plans, Maps, Blue Prints, and Drawings, on file in the Office of the Superintendent of Department of Transportation and Highways of Cook County, Illinois, and in the office of the Department of Transportation, Springfield, Illinois, copies of which are hereto attached, hereby are included in and made a part of this contract.

The Contractor shall not begin construction operations until the contract has been approved by the Board of Cook County Commissioners and fully executed by the County. Subsequent to contract execution, the Contractor will be notified by a notice-to-proceed letter from the Superintendent of Cook County Department of Transportation of Highways 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 **November 25, 2013**.

The Superintendent of Cook County Department of Transportation and Highways shall at the end of each month make an estimate in writing, such as in his opinion shall be just and fair, of the amount of materials furnished, delivered, properly set in place and incorporated into the herein described improvement, and the amount of work properly done by said Contractor in the performance of the work hereunder and the value thereof under and according to the terms of this contract.

The first estimate shall cover the amount of work performed and the value of the materials properly set in place and incorporated into the herein described improvement since said Contractor commenced the performance of this contract, and each subsequent estimate, except the final one, shall be of the amount of work performed and the value of the materials properly set in place and incorporated into said improvement since the last preceding estimate was made.

Such estimates of amount and quality shall not be required to be made by strict measurement, but shall be sufficient if they are made approximately only, and each such estimate shall be submitted to the Board of County Commissioners of Cook County and upon approval by said Board of Commissioners said County shall pay to said Contractor ninety per cent (90%) of the amount stated in said estimates.

At least one week before each payment falls due, said Contractor shall submit to said Superintendent of Department of Transportation and Highways requisition for such payment, and, shall, if required, submit therewith an itemized statement of the quantities and cost and proportionate profit of work performed to the termination of the period to be covered by such payment, together with an affidavit setting forth that the items in said statement are true and just, that the services were rendered, that the articles or materials were furnished, that the sum claimed is due and unpaid, after allowing all just credits, that all labor, materials, apparatus, fixtures, and machinery furnished or used have been paid for, and if not, stating those not paid for, giving the amount due, to whom due, and for what due, attaching to said affidavit waivers of lien from those mentioned in said exceptions as having unpaid claims, and such affidavit shall contain such other matter as may be deemed necessary by the said Superintendent of Department of Transportation and Highways to protect said County in its payments, and any such statement shall not be binding upon said Superintendent of Department of Transportation and Highways.

There shall be deducted from the amount so determined for the first fifty (50) percent of the completed work a sum of ten (10) percent to be retained until after the completion of the entire work to the satisfaction of the County. After fifty (50) percent or more of the work is completed, the County may, at its discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five (5) percent of the total adjusted contract price.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and the acceptance thereof by said County, the Contractor will, upon notice from the said Superintendent of Department of Transportation and Highways, (which notice may be given by letter mailed to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Superintendent of Department of Transportation and Highways, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said Contractor to so make good, repair or replace said workmanship or materials, said County may do so or have same done by others, and said Contractor and the surety or sureties on his bond given for the

faithful performance of this contract shall be liable to the County of Cook for all damages and expense occasioned by such failure, refusal or delay.

It is expressly and mutually covenanted and agreed that all of the Plans and Specifications hereinbefore mentioned and this Instrument together are the documents forming the contract between said County and said Contractor and are correlative, and whatever may be provided for and required by one of said documents shall be as binding as if provided for and required by two or more of them.

The Contractor expressly agrees that not less than the general prevailing rate of wages as found by The Board of County Commissioners for the County of Cook in accordance with the provisions of "An Act regulating wages of laborers, mechanics and other workmen employed under contracts for public works", Approved June 26, 1941, as amended, or such wage rates as may be determined by the court on appeal as in said Act provided, shall be paid to all laborers, workmen and mechanics performing work under this contract. The prevailing wage rates as found by the said Board of County Commissioners are on file in the office of the County Clerk for the County of Cook.

It is expressly understood and agreed that if the said Contractor shall fail, refuse or neglect to comply with said contract and Plans and Specifications or any provisions therein contained, or to proceed according to the terms of said contract and Plans and Specifications or any part thereof, in the manner and at the time as directed by the said Superintendent of 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 Department of Transportation and Highways shall fix and determine the amount of damages to be paid to said County by the said Contractor by reason of the failure or refusal to perform this contract or comply with the provisions thereof as aforesaid, and the said Contractor hereby agrees to be held liable for the amount so fixed and determined and agrees to pay such amount; and the said County shall apply in payment of any such amount so fixed and determined any and all sums on hand or due and owing to said Contractor, and if there be not sufficient money on hand or due and owing to said Contractor to balance and pay said amount so fixed and determined, then, in such case, any amount remaining unpaid shall be a valid and subsisting claim against the said Contractor and the surety or sureties on his bond given for the faithful performance of this agreement.

**ADDENDUM NO. 1**

Contractor: Triggs Construction, Inc.

OLD ORCHARD ROAD  
 HARMS ROAD TO EDENS EXPRESSWAY (I-94) SOUTHBOUND RAMPS (LOCKWOOD AVENUE)

**SCHEDULE OF PRICES**

00-A8326-01-RP

| ITEM NO. | QUAN-TITIES | UNIT   | PAY ITEM                                                     | UNIT COST   | TOTAL COST    |
|----------|-------------|--------|--------------------------------------------------------------|-------------|---------------|
| 1        | 856         | CU.YD. | EARTH EXCAVATION                                             | \$ 0.01     | \$ 8.56       |
| 2        | 9           | POUND  | NITROGEN FERTILIZER NUTRIENT                                 | \$ 1.00     | \$ 9.00       |
| 3        | 9           | POUND  | PHOSPHORUS FERTILIZER NUTRIENT                               | \$ 1.00     | \$ 9.00       |
| 4        | 9           | POUND  | POTASSIUM FERTILIZER NUTRIENT                                | \$ 1.00     | \$ 9.00       |
| 5        | 0.15        | ACRE   | SEEDING, CLASS 2A                                            | \$ 4,840.00 | \$ 726.00     |
| 6        | 4           | UNIT   | SUPPLEMENTAL WATERING                                        | \$ 1.00     | \$ 4.00       |
| 7        | 651         | SQ.YD. | TOPSOIL FURNISH AND PLACE, 4 IN                              | \$ 3.00     | \$ 1,953.00   |
| 8        | 651         | SQ.YD. | EROSION CONTROL BLANKET                                      | \$ 5.00     | \$ 3,255.00   |
| 9        | 43          | EACH   | INLET FILTERS                                                | \$ 75.00    | \$ 3,225.00   |
| 10       | 6           | TON    | AGGREGATE (PRIME COAT)                                       | \$ 104.96   | \$ 629.76     |
| 11       | 30          | SQ.YD. | AGGREGATE BASE COURSE, TYPE B, 10 IN                         | \$ 10.00    | \$ 300.00     |
| 12       | 110         | SQ.YD. | AGGREGATE BASE COURSE, TYPE B, 4 IN                          | \$ 5.00     | \$ 550.00     |
| 13       | 1           | L.SUM  | CRUSHED STONE (TEMPORARY USE)                                | \$ 1,500.00 | \$ 1,500.00   |
| 14       | 4,769       | SQ.YD. | SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN                      | \$ 10.00    | \$ 47,690.00  |
| 15       | 330         | GAL.   | BITUMINOUS MATERIALS (PRIME COAT)                            | \$ 5.82     | \$ 1,920.60   |
| 16       | 20          | FOOT   | CUTTING HOT-MIX ASPHALT SURFACE (FULL DEPTH)                 | \$ 2.50     | \$ 50.00      |
| 17       | 185         | TON    | HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70                  | \$ 157.43   | \$ 29,124.55  |
| 18       | 30          | SQ.YD. | HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL, 1 1/2 IN           | \$ 16.05    | \$ 481.50     |
| 19       | 123         | TON    | HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70 | \$ 157.43   | \$ 19,363.89  |
| 20       | 82          | TON    | LEVELING BINDER (MACHINE METHOD) IL-9.5, N50                 | \$ 157.43   | \$ 12,909.26  |
| 21       | 3,850       | SQ.YD. | PAVEMENT FABRIC                                              | \$ 5.00     | \$ 19,250.00  |
| 22       | 110         | SQ.YD. | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 IN            | \$ 60.00    | \$ 6,600.00   |
| 23       | 3,850       | SQ.YD. | PORTLAND CEMENT CONCRETE PAVEMENT, 10 IN                     | \$ 45.00    | \$ 173,250.00 |
| 24       | 1,050       | SQ.FT. | PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN                      | \$ 3.50     | \$ 3,675.00   |
| 25       | 100         | SQ.FT. | PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN                      | \$ 5.00     | \$ 500.00     |
| 26       | 5,395       | SQ.YD. | PROTECTIVE COAT                                              | \$ 0.01     | \$ 53.95      |
| 27       | 740         | FOOT   | COMBINATION CURB AND GUTTER REMOVAL                          | \$ 5.00     | \$ 3,700.00   |
| 28       | 2,346       | SQ.FT. | CONCRETE MEDIAN REMOVAL                                      | \$ 2.00     | \$ 4,692.00   |

ADDENDUM NO. 1

Contractor: Triggs Construction, Inc.

OLD ORCHARD ROAD  
 HARMS ROAD TO EDENS EXPRESSWAY (I-94) SOUTHBOUND RAMPS (LOCKWOOD AVENUE)  
**SCHEDULE OF PRICES**  
 00-A8326-01-RP

| ITEM NO. | QUAN-TITIES | UNIT    | PAY ITEM                                          | UNIT COST   | TOTAL COST    |
|----------|-------------|---------|---------------------------------------------------|-------------|---------------|
| 29       | 33,000      | SQ.YD.  | DIAMOND GRINDING CONCRETE PAVEMENT                | \$ 5.75     | \$ 189,750.00 |
| 30       | 110         | SQ.YD.  | DRIVEWAY PAVEMENT REMOVAL                         | \$ 15.00    | \$ 1,650.00   |
| 31       | 3,850       | SQ.YD.  | PAVEMENT REMOVAL                                  | \$ 17.50    | \$ 67,375.00  |
| 32       | 620         | FOOT    | SAW CUTS                                          | \$ 1.50     | \$ 930.00     |
| 33       | 1,050       | SQ.FT.  | SIDEWALK REMOVAL                                  | \$ 1.00     | \$ 1,050.00   |
| 34       | 327         | SQ.YD.  | CLASS B PATCHES, TYPE I, 10 IN                    | \$ 87.50    | \$ 28,612.50  |
| 35       | 2,250       | SQ.YD.  | CLASS B PATCHES, TYPE II, 10 IN                   | \$ 87.50    | \$ 196,875.00 |
| 36       | 438         | SQ.YD.  | CLASS B PATCHES, TYPE III, 10 IN                  | \$ 68.50    | \$ 30,003.00  |
| 37       | 715         | SQ.YD.  | CLASS B PATCHES, TYPE IV, 10 IN                   | \$ 65.00    | \$ 46,475.00  |
| 38       | 276         | FOOT    | CRACK AND JOINT ROUTING AND SEALING               | \$ 1.45     | \$ 400.20     |
| 39       | 27          | FOOT    | CRACK ROUTING AND SEALING                         | \$ 1.35     | \$ 36.45      |
| 40       | 306         | SQ.FT.  | DETECTABLE WARNINGS                               | \$ 20.00    | \$ 6,120.00   |
| 41       | 2,203       | POUND   | JOINT OR CRACK FILLING                            | \$ 1.45     | \$ 3,194.35   |
| 42       | 82          | TON     | MIXTURE FOR CRACKS, JOINTS AND FLANGWAYS          | \$ 157.43   | \$ 12,909.26  |
| 43       | 8,721       | FOOT    | SEALING EXISTING TRANSVERSE JOINT                 | \$ 1.50     | \$ 13,081.50  |
| 44       | 740         | FOOT    | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 | \$ 15.00    | \$ 11,100.00  |
| 45       | 1,980       | SQ.FT.  | CONCRETE MEDIAN, TYPE C-4                         | \$ 7.50     | \$ 14,850.00  |
| 46       | 182         | SQ.FT.  | CONCRETE MEDIAN, TYPE SB-6.12                     | \$ 12.50    | \$ 2,275.00   |
| 47       | 100,000     | UNIT    | CONTRACT EXTRA WORK                               | \$ 1.00     | \$ 100,000.00 |
| 48       | 8           | CAL.MO. | ENGINEERS FIELD OFFICE, TYPE A                    | \$ 2,500.00 | \$ 20,000.00  |
| 49       | 1           | EACH    | SURVEY MONUMENTS                                  | \$ 1,000.00 | \$ 1,000.00   |
| 50       | 61          | FOOT    | STORM SEWERS, TYPE 1 (RCCP CLASS IV) 12 IN        | \$ 135.00   | \$ 8,235.00   |
| 51       | 10          | EACH    | FRAMES AND GRATES, TYPE 24V                       | \$ 300.00   | \$ 3,000.00   |
| 52       | 3           | EACH    | FRAMES AND LIDS TO BE ADJUSTED                    | \$ 250.00   | \$ 750.00     |
| 53       | 5           | EACH    | FRAMES AND LIDS, TYPE 1 (CLOSED)                  | \$ 260.00   | \$ 1,300.00   |
| 54       | 3           | EACH    | FRAMES AND LIDS, TYPE 1 (OPEN)                    | \$ 260.00   | \$ 780.00     |
| 55       | 2           | EACH    | GRATES, TYPE 8                                    | \$ 155.00   | \$ 310.00     |
| 56       | 3           | EACH    | LIDS, TYPE 1 (CLOSED)                             | \$ 115.00   | \$ 345.00     |
| 57       | 3           | EACH    | LIDS, TYPE 1 (OPEN)                               | \$ 115.00   | \$ 345.00     |

**ADDENDUM NO. 1**

Contractor: Triggs Construction, Inc.

HARMS ROAD TO EDENS EXPRESSWAY (I-94) SOUTHBOUND RAMPS (LOCKWOOD AVENUE)

OLD ORCHARD ROAD

00-A8326-01-RP

**SCHEDULE OF PRICES**

| ITEM NO. | QUAN-TITIES | UNIT    | PAY ITEM                                                         | UNIT COST    | TOTAL COST   |
|----------|-------------|---------|------------------------------------------------------------------|--------------|--------------|
| 58       | 2           | EACH    | MANHOLES, TYPE A, 5 FT DIA WITH FRAME AND GRATE                  | \$ 2,500.00  | \$ 5,000.00  |
| 59       | 147         | FOOT    | STEEL CASING, 24 IN                                              | \$ 185.00    | \$ 27,195.00 |
| 60       | 2           | EACH    | VALVE VAULTS, TYPE A, 5 FT DIA WITH FRAME AND GRATE              | \$ 2,500.00  | \$ 5,000.00  |
| 61       | 76          | CU.YD.  | TRENCH BACKFILL                                                  | \$ 40.00     | \$ 3,040.00  |
| 62       | 100         | FOOT    | CLEANING EXISTING STORM SEWERS, 60 IN                            | \$ 25.00     | \$ 2,500.00  |
| 63       | 12          | CAL.MO. | CHANGEABLE MESSAGE SIGN                                          | \$ 1,250.00  | \$ 15,000.00 |
| 64       | 3           | EACH    | MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION              | \$ 3,100.00  | \$ 9,300.00  |
| 65       | 1           | L.SUM   | TRAFFIC PROTECTION                                               | \$ 30,000.00 | \$ 30,000.00 |
| 66       | 2,460       | SQ.FT.  | ERADICATION OF EXISTING PAVEMENT MARKING                         | \$ 1.00      | \$ 2,460.00  |
| 67       | 350         | SQ.FT.  | MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS         | \$ 4.00      | \$ 1,400.00  |
| 68       | 710         | FOOT    | MODIFIED URETHANE PAVEMENT MARKING - LINE 12 IN                  | \$ 3.00      | \$ 2,130.00  |
| 69       | 120         | FOOT    | MODIFIED URETHANE PAVEMENT MARKING - LINE 24 IN                  | \$ 6.00      | \$ 720.00    |
| 70       | 13,190      | FOOT    | MODIFIED URETHANE PAVEMENT MARKING - LINE 4 IN                   | \$ 0.93      | \$ 12,266.70 |
| 71       | 900         | FOOT    | MODIFIED URETHANE PAVEMENT MARKING - LINE 6 IN                   | \$ 1.50      | \$ 1,350.00  |
| 72       | 4,500       | FOOT    | PAVEMENT MARKING TAPE, TYPE III, 4 IN                            | \$ 0.01      | \$ 45.00     |
| 73       | 100         | EACH    | RAISED REFLECTIVE PAVEMENT MARKER                                | \$ 59.00     | \$ 5,900.00  |
| 74       | 100         | EACH    | RAISED REFLECTIVE PAVEMENT MARKER REMOVAL                        | \$ 17.50     | \$ 1,750.00  |
| 75       | 2           | EACH    | TRAFFIC SIGNAL POST, GALVANIZED STEEL 16 FT                      | \$ 1,650.00  | \$ 3,300.00  |
| 76       | 700         | FOOT    | DETECTOR LOOP, TYPE I                                            | \$ 21.00     | \$ 14,700.00 |
| 77       | 130         | FOOT    | ELECTRIC CABLE IN CONDUIT, SIGNAL NO 14 5C                       | \$ 3.00      | \$ 390.00    |
| 78       | 130         | FOOT    | ELECTRIC CABLE IN CONDUIT, SIGNAL NO 14 7C                       | \$ 4.00      | \$ 520.00    |
| 79       | 2           | EACH    | RELOCATE EXISTING PEDESTRIAN PUSH-BUTTON                         | \$ 410.00    | \$ 820.00    |
| 80       | 2           | EACH    | RELOCATE EXISTING PEDESTRIAN SIGNAL HEAD                         | \$ 410.00    | \$ 820.00    |
| 81       | 2           | EACH    | RELOCATE EXISTING SIGNAL HEAD                                    | \$ 610.00    | \$ 1,220.00  |
| 82       | 130         | FOOT    | REMOVE ELECTRIC CABLE FROM CONDUIT                               | \$ 3.00      | \$ 390.00    |
| 83       | 1           | EACH    | REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT                         | \$ 2,100.00  | \$ 2,100.00  |
| 84       | 495         | FOOT    | PIPE UNDERDRAINS, PERFORATED POLYVINYL CHLORIDE (PVC) PIPE, 6 IN | \$ 48.00     | \$ 23,760.00 |

ADDENDUM NO. 1

Contractor: Triggs Construction, Inc.

OLD ORCHARD ROAD  
HARMS ROAD TO EDENS EXPRESSWAY (I-94) SOUTHBOUND RAMPS (LOCKWOOD AVENUE)

**SCHEDULE OF PRICES**

00-A8326-01-RP

| ITEM NO. | QUAN-TITIES | UNIT    | PAY ITEM                                            | UNIT COST    | TOTAL COST      |
|----------|-------------|---------|-----------------------------------------------------|--------------|-----------------|
| 85       | 2           | EACH    | CATCH BASINS, TYPE C, 2 FT DIA WITH FRAME AND GRATE | \$ 1,950.00  | \$ 3,900.00     |
| 86       | 5           | EACH    | INLETS, TYPE A, 2 FT DIA WITH FRAME AND GRATE       | \$ 1,250.00  | \$ 6,250.00     |
| 87       | 2           | EACH    | CATCH BASINS, TYPE A2, 4 FT DIA WITH FRAME & GRATE  | \$ 2,500.00  | \$ 5,000.00     |
| 88       | 1,650       | SQ. YD. | HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 IN           | \$ 16.05     | \$ 26,482.50    |
| 89       | 66          | SQ. YD. | PAVEMENT REPLACEMENT                                | \$ 69.00     | \$ 4,554.00     |
|          |             |         |                                                     | <b>TOTAL</b> | \$ 1,317,454.53 |





The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Debra Watterson, Joseph A. Sprys, Edward G. Woods, Kathleen Runestad, Lora O'Brien, Edward DeVries
The Guarantee Company of North America USA

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 5th day of June '2013

[Signature of Randall Musselman]

Randall Musselman, Secretary



State of Michigan

County of Oakland

On this 5th day of June, 2013 before me, Lora M. O'Brien

personally appeared Debra Watterson

personally known to me – OR -  proved to me on the bases of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. Lora M. O'Brien  
Signature of Notary Public Lora M. O'Brien

**Lora M. O'Brien**  
**Notary Public, Oakland County, Michigan**  
**My Commission Expires April 21, 2017**

**Optional**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

| CAPACITY CLAIMED BY SIGNER                                           | DESCRIPTION OF ATTACHED DOCUMENT |
|----------------------------------------------------------------------|----------------------------------|
| <input type="checkbox"/> Individual                                  | _____                            |
| <input type="checkbox"/> Corporate Officer                           | _____                            |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited | _____                            |
| <input checked="" type="checkbox"/> Attorney-in-Fact                 | _____                            |
| <input type="checkbox"/> Trustee(s)                                  | _____                            |
| <input type="checkbox"/> Guardian/Conservator                        | _____                            |
| <input type="checkbox"/> Other _____                                 | _____                            |

Signer is Representing: \_\_\_\_\_

Name of Person(s) or Entity(ies): \_\_\_\_\_

Notary Acknowledgment Rev. 2/20/13

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
*Home Office, Southfield, Michigan*  
**STATUTORY BALANCE SHEET**  
*December 31, 2012*

**ASSETS**

|                                             |                             |
|---------------------------------------------|-----------------------------|
| Cash and Short-Term Investments             | \$ 58,393,115               |
| Marketable Securities                       | 147,798,940                 |
| Premium and Agents Balances (under 90 days) | 2,429,925                   |
| Reinsurance Receivable on paid losses       | 1,271,700                   |
| Accrued Interest and Dividends              | 843,526                     |
| Net Deferred Tax Asset                      | 3,464,813                   |
| Other Assets                                | <u>70,116</u>               |
| Total Admitted Assets                       | <u><u>\$214,272,135</u></u> |

**LIABILITIES**

|                                                 |                             |
|-------------------------------------------------|-----------------------------|
| Reserve for Losses and Loss Adjustment Expenses | \$ 7,952,097                |
| Unearned Premium Reserve                        | 8,952,183                   |
| Note Payable to Parent                          | 50,617,656                  |
| Accrued Expenses                                | 1,080,040                   |
| Ceded Reinsurance Premiums Payable              | 1,330,254                   |
| Taxes, Licenses and Fees Payable                | 172,837                     |
| Other Liabilities                               | <u>2,443,631</u>            |
| Total Liabilities                               | <u><u>\$ 72,548,698</u></u> |

**CAPITAL AND SUPPLUS**

|                                            |                                 |
|--------------------------------------------|---------------------------------|
| Common Stock and Paid-In Capital           | \$144,020,970                   |
| Surplus                                    | <u>(2,297,533)</u>              |
| Total Policyholders' Surplus               | <u><u>\$141,723,437</u></u>     |
| <br>Total Liabilities, Capital and Surplus | <br><u><u>\$214,272,135</u></u> |

State of Michigan  
County of Oakland

Robert A. Dempsey being duly sworn, says: That he is the President of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31<sup>st</sup> day of December 2012.

Sworn to before me this 8<sup>th</sup> day of March 2013.

*Cynthia A. Takai*  
Notary

  
Robert A. Dempsey, President

Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

**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  
HIGHWAYS**

**BID FOR:** Old Orchard Rd/Route A83-Harms Rd to Edens Expressway (I-94) Southbound  
Ramps (Lockwood Ave)  
Section #00-A8326-01-RP Contract #1328-12639

**BID OPENING DATE:** 06/05/13

**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% bid bond

**Submitted by:** Triggi Construction, Inc.  
**Bidder**  
POB 235, 1975 Powis Rd  
**Street Address**  
West Chicago, IL 60186-0235  
**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** \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/18/2013

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<br>Assurance Agency, Ltd.<br>One Century Centre<br>1750 E. Golf Road<br>Schaumburg IL 60173- | CONTACT NAME: Matt Neitzer                     | PHONE (A/C No. Ext.): (847) 797-5700 | FAX (A/C No.): 847-440-9123 |
|                                                                                                       | E-MAIL ADDRESS: mneitzer@assuranceagency.com   |                                      |                             |
| INSURED<br>TRIGCON-01<br>Triggi Construction, Inc. PO Box 235<br>PO Box 235<br>West Chicago IL 60188  | INSURER(S) AFFORDING COVERAGE                  |                                      | NAIC #                      |
|                                                                                                       | INSURER A: Travelers                           |                                      | 27998                       |
|                                                                                                       | INSURER B: New Hampshire Ins                   |                                      | 23841                       |
|                                                                                                       | INSURER C: Liberty Mutual Fire Insurance Compa |                                      | 28042                       |
|                                                                                                       | INSURER D:                                     |                                      |                             |
|                                                                                                       | INSURER E:                                     |                                      |                             |

COVERAGES      CERTIFICATE NUMBER: 1365697535      REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                             | ADDL SUBR INSR | WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|-----------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                |     | VV2Z91480647023 | 3/1/2013                | 3/1/2014                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| C        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                        |                |     | AS2Z91460647013 | 3/1/2013                | 3/1/2014                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000                                                               |                |     | ZUP14P6566813NF | 3/1/2013                | 3/1/2014                | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                                |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                        | Y/N<br>N       | N/A | WC048250273     | 3/1/2013                | 3/1/2014                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: RT A82/Old Orchard Rd- Harms Rd to Edens Expressway (I-94) SB Ramps (Lockwood Ave) Section 00-A8325-01-RP Contract #1328-12639, Niles Township, Cook County, IL; Job #1307

It is agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project.

*OK to*

|                                                                                                                             |                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER                                                                                                          | CANCELLATION                                                                                                                                                                                                              |
| Contract Documents<br>Cook County Dept of Transportation and Highways<br>69 W Washington St, Suite 2400<br>Chicago IL 60602 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Daniel S. Heron</i> |



# INSURANCE BINDER

DATE (MM/DD/YYYY)  
6/18/2013 4:57 PM

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

|                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                    |  |                                                 |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------|--|
| AGENCY<br><b>Assurance Agency, Ltd</b><br>1750 E Golf Road<br>Suite 1100<br>Schaumburg, IL 60173                                                     |  | COMPANY<br><b>Mid-Continent Casualty Company</b>                                                                                                                                                                                                                                                   |  | BINDER #<br><b>16830</b>                        |  |
| PHONE (AG, No, Ext): <b>(847) 797-5700</b><br>FAX (AG, No):                                                                                          |  | DATE EFFECTIVE TIME<br><b>7/17/2013 12:01 AM</b>                                                                                                                                                                                                                                                   |  | EXPIRATION TIME<br><b>9/17/2013 12:01 AM</b>    |  |
| CODE: SUB CODE:                                                                                                                                      |  | <input type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY                                                                                                                                                                                                       |  | <input type="checkbox"/> PER EXPIRING POLICY #: |  |
| AGENCY CUSTOMER ID: <b>TRIGCON-01</b> License # <b>100292798</b>                                                                                     |  | DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)<br><b>Name of Job/Project: RT A83/Old Orchard Road-Harms Road to Edon Expressway (I-94) SB Ramps (Lockwood Avenue), Section 00-A6326-01-RP Contract#T328-12839</b><br><b>Location of Project: Niles Township, Cook County, IL</b> |  |                                                 |  |
| INSURED<br><b>Cook County Department of Transportation and Highways<br/>         89 W. Washington St., Suite 2280<br/>         Chicago, IL 60602</b> |  |                                                                                                                                                                                                                                                                                                    |  |                                                 |  |

| COVERAGES                                                                                                                                                                                                                           |                                                                                   | LIMITS                                                                                                                                           |         |                                                                                                                                                                          |                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| TYPE OF INSURANCE                                                                                                                                                                                                                   | COVERAGE/FORMS                                                                    | DEDUCTIBLE                                                                                                                                       | COINS % | AMOUNT                                                                                                                                                                   |                                  |
| PROPERTY CAUSES OF LOSS<br><input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC                                                                                                              |                                                                                   |                                                                                                                                                  |         |                                                                                                                                                                          |                                  |
| GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Owners & Contractors Protective | <b>16291 - OCP Liability</b><br><br>RETRO DATE FOR CLAIMS MADE:                   | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG |         | \$ <b>2,000,000</b><br>\$<br>\$<br>\$<br>\$ <b>4,000,000</b><br>\$<br>\$                                                                                                 |                                  |
| VEHICLE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |                                                                                   |                                                                                                                                                  |         | COMBINED SINGLE LIMIT<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE<br>MEDICAL PAYMENTS<br>PERSONAL INJURY PROT<br>UNINSURED MOTORIST | \$<br>\$<br>\$<br>\$<br>\$<br>\$ |
| VEHICLE PHYSICAL DAMAGE DED<br><input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:                                                                                                                         | <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES |                                                                                                                                                  |         | ACTUAL CASH VALUE<br>STATED AMOUNT                                                                                                                                       | \$<br>\$                         |
| GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                               |                                                                                   |                                                                                                                                                  |         | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY:<br>EACH ACCIDENT<br>AGGREGATE                                                                                           | \$<br>\$<br>\$<br>\$             |
| EXCESS LIABILITY<br><input type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM                                                                                                                     | RETRO DATE FOR CLAIMS MADE:                                                       |                                                                                                                                                  |         | EACH OCCURRENCE<br>AGGREGATE<br>SELF-INSURED RETENTION<br>WC STATUTORY LIMITS                                                                                            | \$<br>\$<br>\$<br>\$             |
| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY                                                                                                                                                                                      |                                                                                   |                                                                                                                                                  |         | E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT                                                                                          | \$<br>\$<br>\$                   |
| SPECIAL CONDITIONS / OTHER COVERAGES <b>OLTD</b>                                                                                                                                                                                    |                                                                                   |                                                                                                                                                  |         | FEES<br>TAXES<br>ESTIMATED TOTAL PREMIUM                                                                                                                                 | \$<br>\$<br>\$                   |

|                |  |                                              |  |                    |  |
|----------------|--|----------------------------------------------|--|--------------------|--|
| NAME & ADDRESS |  | MORTGAGEE                                    |  | ADDITIONAL INSURED |  |
|                |  | LOSS PAYEE                                   |  |                    |  |
|                |  | LOAN #                                       |  |                    |  |
|                |  | AUTHORIZED REPRESENTATIVE <i>[Signature]</i> |  |                    |  |

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

### Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

### Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

**COMMERCIAL INSURANCE APPLICATION -  
ADDITIONAL PREMISES INFORMATION**

TRIGCON-01

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PAGE 1 OF 1

**LOC # 1 BUILDING # 1**

| STREET, CITY, COUNTY, STATE, ZIP CODE                 | CITY LIMITS              |                          | INTEREST                 |                          | YR BUILT | # EMPLOYEES | ANNUAL REVENUES | % OCCUPIED |
|-------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------|-------------|-----------------|------------|
|                                                       | INSIDE                   | OUTSIDE                  | OWNER                    | TENANT                   |          |             |                 |            |
| 69 W. Washington St., Suite 2260<br>Chicago, IL 60602 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |          |             |                 |            |

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

**LOC # BUILDING #**

| STREET, CITY, COUNTY, STATE, ZIP CODE | CITY LIMITS              |                          | INTEREST                 |                          | YR BUILT | # EMPLOYEES | ANNUAL REVENUES | % OCCUPIED |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------|-------------|-----------------|------------|
|                                       | INSIDE                   | OUTSIDE                  | OWNER                    | TENANT                   |          |             |                 |            |
|                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |          |             |                 |            |

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

**LOC # BUILDING #**

| STREET, CITY, COUNTY, STATE, ZIP CODE | CITY LIMITS              |                          | INTEREST                 |                          | YR BUILT | # EMPLOYEES | ANNUAL REVENUES | % OCCUPIED |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------|-------------|-----------------|------------|
|                                       | INSIDE                   | OUTSIDE                  | OWNER                    | TENANT                   |          |             |                 |            |
|                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |          |             |                 |            |

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

**LOC # BUILDING #**

| STREET, CITY, COUNTY, STATE, ZIP CODE | CITY LIMITS              |                          | INTEREST                 |                          | YR BUILT | # EMPLOYEES | ANNUAL REVENUES | % OCCUPIED |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------|-------------|-----------------|------------|
|                                       | INSIDE                   | OUTSIDE                  | OWNER                    | TENANT                   |          |             |                 |            |
|                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |          |             |                 |            |

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

**LOC # BUILDING #**

| STREET, CITY, COUNTY, STATE, ZIP CODE | CITY LIMITS              |                          | INTEREST                 |                          | YR BUILT | # EMPLOYEES | ANNUAL REVENUES | % OCCUPIED |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------|-------------|-----------------|------------|
|                                       | INSIDE                   | OUTSIDE                  | OWNER                    | TENANT                   |          |             |                 |            |
|                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |          |             |                 |            |

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

**LOC # BUILDING #**

| STREET, CITY, COUNTY, STATE, ZIP CODE | CITY LIMITS              |                          | INTEREST                 |                          | YR BUILT | # EMPLOYEES | ANNUAL REVENUES | % OCCUPIED |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------|-------------|-----------------|------------|
|                                       | INSIDE                   | OUTSIDE                  | OWNER                    | TENANT                   |          |             |                 |            |
|                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |          |             |                 |            |

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

**LOC # BUILDING #**

| STREET, CITY, COUNTY, STATE, ZIP CODE | CITY LIMITS              |                          | INTEREST                 |                          | YR BUILT | # EMPLOYEES | ANNUAL REVENUES | % OCCUPIED |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------|-------------|-----------------|------------|
|                                       | INSIDE                   | OUTSIDE                  | OWNER                    | TENANT                   |          |             |                 |            |
|                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |          |             |                 |            |

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

**LOC # BUILDING #**

| STREET, CITY, COUNTY, STATE, ZIP CODE | CITY LIMITS              |                          | INTEREST                 |                          | YR BUILT | # EMPLOYEES | ANNUAL REVENUES | % OCCUPIED |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------|-------------|-----------------|------------|
|                                       | INSIDE                   | OUTSIDE                  | OWNER                    | TENANT                   |          |             |                 |            |
|                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |          |             |                 |            |

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

**COMMERCIAL GENERAL LIABILITY SECTION -  
HAZARDS SCHEDULE**

TRIGCON-01

PAGE 1 OF 1

| LOCATION # 1   |            | BUILDING #1   |          | HAZ # 1 |          | RATE     |          | PREMIUM  |  |
|----------------|------------|---------------|----------|---------|----------|----------|----------|----------|--|
| CLASSIFICATION | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR    | RATE     |          | PREMIUM  |          |  |
|                |            |               |          |         | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |  |
| OCP Liability  |            | 16291         | C        | 1500000 |          |          |          |          |  |
| LOCATION #     |            | BUILDING #    |          | HAZ #   |          | RATE     |          | PREMIUM  |  |
| CLASSIFICATION | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR    | RATE     |          | PREMIUM  |          |  |
|                |            |               |          |         | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |  |
|                |            |               |          |         |          |          |          |          |  |
| LOCATION #     |            | BUILDING #    |          | HAZ #   |          | RATE     |          | PREMIUM  |  |
| CLASSIFICATION | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR    | RATE     |          | PREMIUM  |          |  |
|                |            |               |          |         | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |  |
|                |            |               |          |         |          |          |          |          |  |
| LOCATION #     |            | BUILDING #    |          | HAZ #   |          | RATE     |          | PREMIUM  |  |
| CLASSIFICATION | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR    | RATE     |          | PREMIUM  |          |  |
|                |            |               |          |         | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |  |
|                |            |               |          |         |          |          |          |          |  |
| LOCATION #     |            | BUILDING #    |          | HAZ #   |          | RATE     |          | PREMIUM  |  |
| CLASSIFICATION | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR    | RATE     |          | PREMIUM  |          |  |
|                |            |               |          |         | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |  |
|                |            |               |          |         |          |          |          |          |  |
| LOCATION #     |            | BUILDING #    |          | HAZ #   |          | RATE     |          | PREMIUM  |  |
| CLASSIFICATION | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR    | RATE     |          | PREMIUM  |          |  |
|                |            |               |          |         | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |  |
|                |            |               |          |         |          |          |          |          |  |
| LOCATION #     |            | BUILDING #    |          | HAZ #   |          | RATE     |          | PREMIUM  |  |
| CLASSIFICATION | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR    | RATE     |          | PREMIUM  |          |  |
|                |            |               |          |         | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |  |
|                |            |               |          |         |          |          |          |          |  |
| LOCATION #     |            | BUILDING #    |          | HAZ #   |          | RATE     |          | PREMIUM  |  |
| CLASSIFICATION | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR    | RATE     |          | PREMIUM  |          |  |
|                |            |               |          |         | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |  |
|                |            |               |          |         |          |          |          |          |  |
| LOCATION #     |            | BUILDING #    |          | HAZ #   |          | RATE     |          | PREMIUM  |  |
| CLASSIFICATION | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR    | RATE     |          | PREMIUM  |          |  |
|                |            |               |          |         | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |  |
|                |            |               |          |         |          |          |          |          |  |

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 18 DAY OF July, 2013.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER 1328-12639

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_  
\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 1,317,454.53  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

  
ASSISTANT STATE'S ATTORNEY

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 17 2013

COM \_\_\_\_\_