NOTICE TO BIDDERS, SPECIFICATIONS, CONTRACT AND CONTRACT BOND

FOR
HIGHWAY IMPROVEMENT
County of Cook, Illinois

Toni Preckwinkle
Cook County Board President

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

Shannon E. Andrews
Chief Procurement Officer

Letting: September 18, 2013

GROUP 3-2013:
104th Avenue at Calumet-Sag Channel SECTION Number: 12-W2515-03-BR Route W25

Ridgeland Avenue at Calumet-Sag Channel SECTION Number: 12-W3714-06-BR Route W37

Crawford Avenue at Calumet-Sag Channel SECTION Number: 12-W4313-02-BR Route W43

Francisco Avenue at Calumet-Sag Channel SECTION Number: 12-W9513-05-BR Route W95

COOK COUNTY PROCUREMENT CONTRACT NO.: 1388-12930

NOTICE TO PROSPECTIVE BIDDERS: BIDDERS MUST RETURN THE ENTIRE BID

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

APPROVED BY BOARD OF COOK COUNTY COMMISSIONERS
NOV 13 2013
COM

Pre-Bid Meeting: Tuesday, September 3, 2013, 11:00 A.M. (Local Time)
Cook County Department of Transportation and Highways
69 W. Washington Street, Suite 2260
Chicago, Illinois 60602

All questions are due on **Friday, September 6, 2013**, no later than 3:00 P.M. Chicago time

Send all questions via e-mails to: renee.milton@cookcountyil.gov

Bid Submitted by:

☒ **Bid Bond** is included ☐ A **Cashier's Check** or a **Certified Check** is Included

Name PATH CONSTRUCTION COMPANY INC Phone No. (847) 398-7100

Address 3550 W. SALT CREEK LANE - SUITE 116

City ARLINGTON HEIGHTS State ILLINOIS Zip Code 60005

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197	C	Proposal Sheet
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COUNTY OF COOK

CHICAGO, ILLINOIS
NOTICE

TO CONTRACTORS FOR A COUNTY HIGHWAY IMPROVEMENT

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

until **September 18, 2013 at 10:00 A.M. (Local Time)** and then publicly opened and read aloud

Improvement **Group 3 - 2013** Township **Palos and Worth**

104th Avenue at Calumet-Sag Channel
Section Number: 12-W2515-03-BR

Ridgeland Avenue at Calumet-Sag Channel
Section Number: 12-W3714-06-BR

Crawford Avenue at Calumet-Sag Channel
Section Number: 12-W4313-02-BR

Francisco Avenue at Calumet-Sag Channel
Section Number: 12-W9513-05-BR

Cook County Purchasing Contract No.: **1388 – 12930**

LOCATION OF IMPROVEMENT

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

The proposed improvement to the 104th Avenue Bridge at the Calumet-Sag Channel is located approximately 0.5 miles south of 107th St., in Palos Township, on the West line of Section 21, T37N;R12E of the Third Principal Meridian.

The proposed improvement to the Ridgeland Avenue Bridge at the Calumet-Sag Channel is located approximately 0.6 miles south of 115th St. in Worth Township, on the West line of Section 29, T37N;R13E of the Third Principal Meridian.

The proposed improvement to the Crawford Avenue Bridge at the Calumet-Sag Channel is located approximately 0.25 miles north of 135th St., in Worth Township, on the West line of Section 35, T37N;R13E of the Third Principal Meridian.

The proposed improvement to the Francisco Avenue Bridge at the Calumet-Sag Channel is located approximately 0.25 miles north of 135th St., in Worth Township, in the southwest quadrant of Section 36, T36N;R13E of the Third Principal Meridian.

(CONTINUED ON NEXT PAGE)

DESCRIPTION OF IMPROVEMENTS

This is a Quality Control/Quality Assurance Project.

The proposed improvement of the 104th Avenue Bridge at the Calumet-Sag Channel includes deck slab repair, removal and replacement of the existing strip seal expansion joint, cleaning and painting existing steel structures, structural repair of concrete, steel truss member repairs, removal and replacement of the deck in-fill areas and collateral and auxiliary work as needed to complete the project

The proposed improvement of the Ridgeland Avenue Bridge at the Calumet-Sag Channel includes, cleaning and painting of existing steel structures, removal and replacement of existing deck drains, removal and replacement of existing strip seal and neoprene expansion joints, steel truss member repairs, structural repair of concrete, removal and replacement of the deck in-fill areas and collateral and auxiliary work as needed to complete the project.

The proposed improvement of the Crawford Avenue Bridge at the Calumet-Sag Channel includes cleaning and painting existing steel structures and steel handrail, removal and replacement of existing strip seal expansion joint, repair of steel handrail and posts, removal and replacement of the deck in-fill areas, approach slab repair and collateral and auxiliary work as needed to complete the project.

The proposed improvement of the Francisco Avenue Bridge at the Calumet-Sag Channel includes cleaning and painting existing steel structures, removal and replacement of existing strip seal and neoprene expansion joints, steel truss member repairs, removal and replacement of the deck in-fill areas, structural repair of concrete and collateral and auxiliary work as needed to complete the project.

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAY
SPECIAL PROVISION CHECK LIST

EFFECTIVE April 4, 2013 V 2013.1

GROUP 3 - 2013: 104th Ave. at Calumet-Sag Channel, Sect.: 12-W2515-03-BR; Ridgeland Ave. at Calumet-Sag Channel, Sect.: 12-W3714-06-BR; Crawford Ave. at Calumet-Sag Channel, Sect.: 12-W4313-02-BR; and Francisco Ave. at Calumet-Sag Channel, Sect.: 12-W9513-05-BR

	No.	Description	Origin and Date Last Revised
	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
X	25	Mobilization	(CC) Oct. 20, 2009
X	26	Contract Extra Work	(CC) Dec. 24, 2012
X	27	Construction Air Quality Diesel Vehicle Emissions Control (Green Construction Ordinance)	(CC) 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

	No.	Description	Origin and Date Last Revised
X	32	Construction Debris	(CC) July 1, 2006
	33	*Clean Construction and Demolition Debris	(CC) Jan. 15, 2013
	34-44	Not Used	
	45	Portland Cement Concrete Pavement	(CC) July 1, 2012
	46	Managing Concrete Waste	(CC) Jan. 1, 2009
	47	Class B Patches, Special	(CC) Jan. 1, 2008
	48	Class C Patches, Special	(CC) Jan. 1, 2008
	49	Pavement Removal and Replacement (10Inch)	(CC) Jan. 1, 2008
	50	Dowel Bars	(CC) Jan. 1, 2008
	51	Structural Fiber Reinforced P.C. Concrete Bus Pad (4 Inch)	(CC) Jan. 1, 2008
	52	P.C.C. Bonded Overlay (4 Inch)	(CC) Jan. 1, 2007
	53	Diamond Grinding Concrete Pavement	(CC) Jan. 15, 2013
	54	Saw Cutting Concrete Overlay	(CC) Jan. 1, 2007
	55	Crack Routing and Sealing	(IL-CC) Jan. 1, 2008
	56	Hot-Mix Asphalt Surface Course, Rubber Modified	(CC) Jan. 1, 2008
	57	Rubberized Asphalt Material	(CC) Jan. 1, 2008
	58	Pavement Thickness Deficiency	(CC) Mar. 1, 2008
	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
	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
	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
	72	Cutting Hot-Mix Asphalt Surface	(CC) Jan. 1, 2008
	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
	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

	No.	Description	Origin and Date Last Revised
	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	
X	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	
X	124	Cleaning and Painting Existing Steel Structures	(IL) Current
X	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
X	130	Silicone Bridge Joint Sealer	(IL) Current
	131	Not Used	
X	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
X	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
X	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	

	No.	Description	Origin and Date Last Revised
	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	
	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
	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

	No.	Description	Origin and Date Last Revised
	192	Sanitary Sewer Installation	(CC) July 1, 2012
	193	Sanitary Manholes	(CC) Dec. 21, 2009
	194	Waterproofing of Existing Sanitary Manholes	(CC) July 1, 2012
	195-199	Not Used	
	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	
	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
X	228	Traffic Control Devices – Detour Routing	(CC) July 1, 2012
	229	Modified Urethane Pavement Marking (BDE)	(IL) Current
	230	Sign Identification Decal	(CC) Jan. 15, 2013
X	231	Traffic Protection	(CC) July 1, 2012
	232-235	Not Used	
X	236	Project Signs Plaque	(CC) Jan. 15, 2013
	237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
	238	Raised Reflective Pavement Marker	(IL-CC) July 1, 2012
	239-240	Not Used	
	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

No.	Description	Origin and Date Last Revised
247	Illuminated Sign, Light Emitting Diode	(ILD1CC) June 1, 2012
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
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
256	Coilable Non-Metallic Conduit	(ILD1CC) June 1, 2012
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
270	Remove Existing Traffic Signal Equipment	(ILD1CC) June 1, 2012
271	Temporary Traffic Signal Installation	(ILD1CC) Jan. 15, 2013
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

No.	Description	Origin and Date Last Revised
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
293	Uninterruptible Power Supply Without Cabinet	(CC) June 1, 2012
294	Modifying Existing Controller Cabinet	(ILD1CC) June 1, 2012

Additional Inserted Special Provisions (As Required)

- 004a Prevailing Wages for Cook County-August 2013
- 185a Status of Utilities to be Adjusted
- 400 Fiberglass Grating
- 401 Maintenance of Navigation
- 402 Remove and Re-Erect Existing Bridge Rail
- 403 Structural Steel Repair
- 404 Beam Straightening
- 405 Cleaning Existing Deck Drains
- 406 Fiber Reinforced Polymer
- 407 Maintenance of Existing Cathodic Protection System
- 408 Deck Repair for Cathodic Protection System
- 409 Deck Drains
- 410 Maintenance of Existing Navigation Lighting System

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 Instructions, *DBE Documents, Contractor Certifications, Economic and Other Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's Certificate Concerning Labor Standards, Execution Pages	(CC) Nov. 15, 2012
*E(MWBE)	Economic Disclosure Statement Instructions, *MWBE Documents, Contractor Certifications, Economic and Other Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's 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

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

BY ORDER

BOARD OF COUNTY COMMISSIONERS

THE COUNTY OF COOK

SHANNON E. ANDREWS

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 <u>with the Bid</u>:**

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

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

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

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

Cook County Department of Transportation and 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:

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

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

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

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

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

Delivery of Bids

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

Withdrawal of Bids

Bidder may withdraw their bid prior to bid opening.

Public Opening of Bids

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

Consideration of Bids

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

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

Awarding of Contract

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

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

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

Requirement of Contract Bond

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

Failure to Execute Contract

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

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

SPECIAL PROVISION
FOR
PRE-BID MEETING

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

Date: **Tuesday, September 3, 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 that the prevailing rate of wages as found by the (public body) or Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this contract.

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

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

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

Cook County Prevailing Wage for August 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		37.100	37.600	1.5	1.5	2.0	13.38	9.520	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	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		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
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		34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMM. ELECT.		BLD		38.000	40.800	1.5	1.5	2.0	8.420	11.30	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRIC PWR GRNDMAN		ALL		34.980	49.850	1.5	1.5	2.0	8.290	11.10	0.000	0.350
ELECTRIC PWR LINEMAN		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRICIAN		ALL		43.000	46.000	1.5	1.5	2.0	12.83	14.27	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		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD	1	46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	2	44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	3	42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	4	40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	5	49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	6	47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	7	49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	5	52.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	1	44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	2	43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	3	41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	4	40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	5	39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	6	47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	7	45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.680
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		38.950	41.950	1.5	1.5	2.0	8.280	9.190	0.000	0.430
SHEETMETAL WORKER		BLD		41.210	44.510	1.5	1.5	2.0	10.48	19.41	0.000	0.660
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	10.75	8.350	0.000	0.450
STEEL ERECTOR		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
TERRAZZO FINISHER		BLD		36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON		BLD		39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON		BLD		41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
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 Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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

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

Other Classifications of Work:

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

LANDSCAPING

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

landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SPECIAL PROVISION
FOR
ALTERNATE PROPOSAL

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

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

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

ORDINANCE

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

SPECIAL PROVISION
FOR
RESPONSIBLE BIDDER REQUIREMENT

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approved either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this centered, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United Slates Department of Labor. The bidder 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 J.A.T.C.

CHICAGO & NORTHEAST ILLINOIS DISTRICT OF CARPENTERS

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 24% MBE and 10% 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.cookcountyil.gov/contractcompliance)

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). 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/MBE 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 that 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 Contact 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 extend that the system permits the contractor's compliance with eeo contract provisions.

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

6) Personnel Actions

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

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

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

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

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

7) Training and Promotion

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

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

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

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

Unions

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

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

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

g) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Cook County 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 Smsa Counties: 1600 Chicago, IL - IL - Cook, DuPage, Kane, Lake, Mchenry, Will	19.6

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

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

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

1) As used in these specifications:

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

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

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

      Tax return, U.S. Treasury Department form 941.

   d) "minority" includes:

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

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

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

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

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

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

4) The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract

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

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

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

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

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

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

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

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

   d) Provide immediate written notification to the director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority

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

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

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

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

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

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

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

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

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

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

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

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

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

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

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

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

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

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

13) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the executive order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 cfr 60-4.8.

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

15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish standards of compliance or upon the application requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SPECIAL PROVISION
FOR
INSURANCE REQUIREMENTS

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

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

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

2. CONTRACTOR'S INSURANCE

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

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

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

The Contractor shall provide and maintain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION
FOR
INDEMNIFICATION 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 Certificate of Explanation & Justification

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

Firm #1

Name: _____

Address: _____

Firm #2

Name: _____

Address:- _____

Firm #3

Name: _____

Address: _____

Instructions:

Indicate the circumstances which apply to the Joint Venture.

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

Firm #1 Firm #2 Firm #3

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

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

Firm #1 Firm #2 Firm #3

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

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

Work categories not performed by the firm:

Firm #1 _____

Firm #2 _____

Firm #3 _____

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

Firm #1 Firm #2 Firm #3

has attached statement indicating the relationship of the firms.

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

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

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

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

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

Firm #1
Name _____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director)

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

_____ My commission expires on _____
Notary Public

Firm #2
Name _____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director)

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

_____ My commission expires on _____
Notary Public

Firm #3
Name _____ Title _____
(Print)

_____
Signature (Proprietor, Partner, Officer or Director

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

_____ My commission expires on _____
Notary Public

This form must be submitted with the bid.

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND 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 9/10/13

Addendum No. 2
Dated 9/13/13

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
MOBILIZATION

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

671 Mobilization. Revise the Article to read:

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

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

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

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

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

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

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

SPECIAL PROVISION
FOR
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 yeas requiring the substantial reduction of emissions from new diesel engines in both heavy duty highway vehicles and land-based non-road equipment. However, these regulations do not apply to any of the over 11 million existing diesel engines in the United States, most of which emit substantially more pollution and often remain in service for 10 to 30 years, depending on the type of engine and equipment.

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

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

Sec. 30-951. Definitions.

CARB means the California Air Resources Board.

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

Department means the Cook County Department of Environmental Control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

US EPA means the United States Environmental Protection Agency.

Verified diesel emission control device means:

a) an emission control device or strategy that has been verified to achieve a specified diesel PM reduction by US EPA or CARB; or

b) replacement or repowering with an engine that is certified to specific PM emissions performance by USE PA or CARB.

Sec. 30-952. Emission reduction.

a) Immediately after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall use Ultra Low Sulfur Diesel fuel for diesel motor vehicles, nonroad vehicles, and stationary generators used in the performance of the contract.

b) Beginning January 1, 2 014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any heavy-duty diesel vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:

(1) Subsection (b) shall not apply to any heavy-duty diesel vehicle on the construction site working three days or less over the life of the project.

(2) Subsection (b) shall not apply to any heavy-duty diesel vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department. If the Department makes a written finding that any such vehicle cannot be retrofit with Level 2 controls, said vehicle shall be retrofit with Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.

(3) Any heavy-duty diesel vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (b).

c) Within two years after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall not operate any diesel nonroad vehicle in the performance of a public works contract unless that vehicle has installed Level 2 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the contract or to the agency of appropriate and sufficient documentary evidence:

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

(2) Subsection (c) shall not apply to any diesel nonroad vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 2 Controls, in which case such fleet owner or operator shall install Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.

(3) Any diesel nonroad vehicle that has operational Level 1 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (c).

d) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any diesel nonroad vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:

(1) Subsection (d) shall not apply to any diesel nonroad vehicle on the construction site working three days or less over the life of the project.

(2) Subsection (d) shall not apply to any diesel nonroad vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department.

(3) Any diesel nonroad vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (d).

Sec. 30-953. Costs.

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

Sec. 30-954. Compliance.

a) Thirty days before beginning work, the Prime Contractor shall submit to the Department for approval a list of all heavy-duty diesel vehicles, nonroad vehicles, and stationary generators to be used on the project. The list shall include the following:

(1) Prime Contractor and Subcontractor name and address, plus contact person responsible for the vehicles or equipment.

(2) Equipment type, manufacturer, engine model year, engine certification (Tier rating), ECM calibration, horsepower, plate, serial number, and expected fuel usage and/or hours of operation.

(3) For the pollution control technology installed: technology type, serial number, make, model, manufacturer, EPA/CARB verification number/level, and installation date.

b) If the Prime Contractor subsequently needs to bring on site equipment not on the list, the Prime Contractor shall submit the request in writing for prior approval. Additional equipment shall comply with all contract conditions.

c) During periods of inactivity, idling of diesel on road motor vehicles and nonroad vehicles shall be minimized and shall not exceed the time allowed under state and local laws.

d) Any public works contract shall provide for enforcement of the contract provisions required by Section 3 and penalties for noncompliance of such provisions.

Sec. 30-955. Enforcement.

a) Any solicitation for a public works contract subject to the provisions of this section and any contract entered into as a result of such solicitation shall include provisions authorizing independent monitoring and inspection of the Prime Contractor and Subcontractor's compliance with the requirements of this section and requiring that the Prime Contractor and Subcontractor comply with this section. The Prime Contractor shall be liable for a fee of $200 for the review of Prime Contractor and Subcontractor's compliance with the provisions of this section, and the County may withhold and deduct the fee from monies otherwise due the Prime Contractor.

b) All vehicles and equipment to which these requirements are applicable will be subject to random inspections to ensure full compliance with these requirements. If any equipment is found to be non-compliant, the Prime Contractor, Subcontractor or Supplier must remove or retrofit this equipment or vehicle within 24 hours or be subject to liquidated damages pursuant to subdivision (c) of this section until that piece of equipment or vehicle is removed from Project.

c) In the event of a violation of any provision of this section, except as provided, in subdivision (d) of this section, liquidated damages shall be assessed against the Prime Contractor in the amount of $5,000 for each violation (with each piece of noncomplying equipment and each day of noncompliance being a separate violation, not to exceed a total of $50,000 for any one piece of equipment). Said liquidated damages are not imposed as a penalty but as an estimate of the damages that the County will sustain from delay in completion of the work, as well as resultant damages to public health of its citizens, which damages by their nature are not capable of precise proof. The County may withhold and deduct from monies otherwise due the Prime Contractor the amount of liquidated damages due the County.

d) No Prime Contractor or Subcontractor shall make a false statement or claim with respect to any matter material to compliance with the provisions of this section to the County. Any Prime Contractor or Subcontractor making such a false statement shall pay the County up to $10,000 for each such statement as liquidated damages pursuant to the provisions of subdivision (c) of this section.

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

Sec. 30-956. Regulations.

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

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of May 2009.

TODD H. STROGER, President

Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk.

SPECIAL PROVISION
FOR
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@cookcountyil.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OFFICE:

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

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

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

FIELD:

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

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

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

SPECIAL PROVISION
FOR
CONSTRUCTION DEBRIS

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

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

SPECIAL PROVISION
FOR
SCHEDULING AND LANDSCAPING

Scheduling

The Contractor shall complete the 104th Avenue and Francisco Avenue bridges within sixty (60) calendar days. No other structures will be closed during the construction of these aforementioned bridges.

Roadway work on this improvement shall be complete on or before December 1, 2014. Failure to meet this deadline will result in Liquidated Damages as per Illinois Department of Transportation Specification 108.09.

SPECIAL PROVISION
FOR
APPROACH SLAB REPAIR

Description. This work shall consist of bituminous surface removal, when required, the removal and disposal of all loose and deteriorated concrete and the replacement with new concrete to the original top of approach slab. The work shall be done according to the applicable requirements of Sections 501, 503 and 1020 of the Standard Specifications and this Special Provision.

Approach slab repairs will be classified as follows:

a) Partial-Depth. Partial-depth repairs shall consist of removing the loose and unsound approach slab concrete, disposing of the concrete removed and replacing with new concrete. The removal may be performed by chipping with power driven hand tools or by hydro-equipment. The depth shall be measured from the original concrete surface, at least 20 mm (3/4 inch) but not more than 140 mm (5 1/2 inches) unless otherwise specified on the plans.

b) Full-Depth. Full-depth repairs shall consist of removing concrete full-depth of the slab, disposing of the concrete removed, and replacing with new concrete to the original approach slab surface. The removal may be performed with power driven hand tools or by hydro-equipment.

Materials. All materials shall be according to Article 1020.02.

Portland cement concrete for partial and full-depth repairs shall be according to Section 1020. Class PP-1, PP-2, PP-3, or PP-4 concrete shall be used at the Contractor's option.

Grout. The grout for bonding new concrete to old concrete shall be proportioned by mass (weight) and mixed at the job site, or it may be ready-mixed if agitated while at the job site. The bonding grout shall consist of one part Portland cement and one part sand, mixed with sufficient water to form a slurry. The bonding grout shall have a consistency allowing it to be scrubbed onto the prepared surface with a stiff brush or broom leaving a thin, uniform coating that will not run or puddle in low spots. Grout that can not be easily and evenly applied or has lost its consistency may be rejected by the Engineer. Grout that is more than two hours old shall not be used.

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

a) Surface Preparation Equipment. Surface preparation and concrete removal equipment shall comply with the applicable portions of Section 1100 of the Standard Specifications and the following:

(1) Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.

(2) Blast Cleaning Equipment. The blast cleaning may be performed by wet sandblasting, high-pressure water-blasting, abrasive blasting, or other methods approved by the Engineer. Blast cleaning equipment shall be capable of removing rust and old concrete from exposed reinforcement bars. Oil traps will be required.

(3) Power-Driven Hand Tools. Power-driven hand tools will be permitted including jackhammers lighter than the nominal 20 kg. (45 pound) class. Chipping hammers heavier than a nominal 6.8 kg. (15 pound) class shall not be used for removing concrete from below any reinforcing bar for partial depth repairs or final removal at the boundary of full-depth repairs. Jackhammers or chipping hammers shall not be operated at an angle in excess of 45 degrees measured from the surface of the slab.

(4) Hydro-Scarification Systems. The hydro-scarification equipment shall consist of filtering and pumping units operating with a remote-controlled robotic device. The equipment may use river, stream or lake water. Operation of the equipment shall be performed and supervised by qualified personnel certified by the equipment manufacturer. Evidence of certification shall be presented to the Engineer. The equipment shall be capable of removing concrete to the specified depth and removing rust and concrete particles from exposed reinforcing bars. Hydro-scarification equipment shall be calibrated before being used and shall operate at a minimum of 124 MPa (18,000 psi).

b) Concrete Equipment: Equipment for proportioning and mixing the concrete shall be according to Article 1020.03.

c) Placing and Finishing Equipment: Placing and finishing equipment shall be according to Article 1103.17. Adequate hand tools will be permitted for placing and consolidating concrete in the patch areas and for finishing small patches.

Construction Requirements: Sidewalks, curbs, drains, reinforcement and/or existing transverse and longitudinal joints which are to remain in place shall be protected from damage during removal and cleaning operations. All damage caused by the Contractor shall be corrected, at the Contractor's expense, to the satisfaction of the Engineer.

The Contractor shall control the runoff water generated by the various construction activities in such a manner as to minimize, to the maximum extent practicable, the discharge of construction debris into adjacent waters, and shall properly dispose of the solids generated according to Article 202.03. Runoff water will not be allowed to constitute a hazard on adjacent or underlying roadways, waterways, drainage areas or railroads nor be allowed to erode existing slopes.

a) Bituminous Surface Removal.

The bituminous concrete surface course shall be removed and disposed of according to applicable portions of Articles 440.03 and 440.06 of the Standard Specifications. If the overlay contains asbestos fibers, removal shall be according to the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Bituminous Concrete Surface Removal". Removal of the bituminous surface by the use of radiant or direct heat will not be permitted.

b) Surface Preparation:

All loose, disintegrated and unsound concrete shall be removed from portions of the approach slab shown on the plans or as designated by the Engineer. The Engineer will determine the limits of removal as the work progresses.

The Contractor shall take care not to damage reinforcement bars or expansion joints which are to remain in place. Any damage to reinforcement bars or expansion joints shall be corrected at the Contractor's expense. All loose reinforcement bars, as determined by the Engineer, shall be retied at the Contractor's expense.

(1) Partial-Depth. Areas to be repaired will be determined and marked by the Engineer. A concrete saw shall be used to provide vertical edges approximately 20 mm (3/4 inch) deep around the perimeter of the area to be patched when an overlay is not specified. Where high steel is present, the depth may be reduced as directed by the Engineer. A saw cut will not be required on those boundaries along the face of the curb, parapet or joint or when sharp vertical edges are provided by hydro-scarification.

The loose and unsound concrete shall be removed by chipping, with power driven hand tools or by hydro-equipment. All exposed reinforcing bars and newly exposed concrete shall be thoroughly blast cleaned. Where, in the judgment of the Engineer, the bond between existing concrete and reinforcement steel within the patch area has been destroyed, the concrete adjacent to the bar shall be removed to a depth that will permit new concrete to bond to the entire periphery of the exposed bar. A minimum of 25 mm (1-inch) clearance will be required. The Engineer may require enlarging a designated removal area should inspection indicate deterioration beyond the limits previously designated. In this event, a new saw cut shall be made around the extended area before additional removal is begun. The removal area shall not be enlarged solely to correct de-bonded reinforcement or deficient lap lengths.

(2) Full-Depth. Concrete shall be removed as determined by the Engineer within all areas designated for full-depth repair and in all designated areas of partial depth repair in which unsound concrete is found to extend below a depth of 140 mm (5 1/2 inches) unless otherwise specified on the plans. Full depth removal shall be performed according to Article 501.03 of the Standard Specifications. A concrete saw shall be used to provide vertical edges approximately 20 mm (3/4 inch) deep around the perimeter of the area to be patched when an overlay is not specified. A saw cut will not be required on those boundaries along the face of the curb, parapet or joint or when sharp vertical edges are provided by hydro-scarification. The saw cut may be omitted if the deck is to receive an overlay.

All voids under full depth repair areas shall be filled with a suitable material that meets the approval of the Engineer.

(3) Reinforcement Treatment. Care shall be exercised during concrete removal to protect the reinforcement bars from damage. Any damage to the reinforcement bars to remain in place shall be repaired or replaced to the satisfaction of the Engineer at the Contractor's expense. All existing reinforcement bars shall remain in place except as herein provided for corroded bars. Tying of loose bars will be required. Any existing reinforcement bars which have a loss of more than 25% of their cross section through corrosion shall be replaced in kind with new steel as directed by the Engineer. No welding of bars will be permitted and new bars shall be lapped a minimum of 32 bar diameters to existing bars. An approved "squeeze type" mechanical bar splicer capable of developing in tension at

least 125 percent of the yield strength of the existing bar shall be used when it is not feasible to provide the minimum bar lap.

(4) Cleaning. Immediately after completion of the concrete removal and reinforcement repairs, the repair areas shall be cleaned of dust and debris. Once the initial cleaning is completed, the repair areas shall be thoroughly blast cleaned to a roughened appearance free from all foreign matter. Particular attention shall be given to removal of concrete fines. Any method of cleaning which does not consistently produce satisfactory results shall be discontinued and replaced by an acceptable method. All debris, including water, resulting from the blast cleaning shall be confined and shall be immediately and thoroughly removed from all areas of accumulation. If concrete placement does not follow immediately after the final cleaning, the area shall be carefully protected with well-anchored polyethylene sheeting.

Exposed reinforcement bars shall be free of dirt, detrimental scale, paint, oil, or other foreign substances which may reduce bond with the concrete. A tight non-scaling coating of rust is not considered objectionable. Loose, scaling rust shall be removed by rubbing with burlap, wire brushing, blast cleaning or other methods approved by the Engineer.

c) Placement & Finishing of Concrete Repair:

(1) Grout Placement. After the repair areas have been cleaned and immediately prior to concrete placement, the grout shall be applied to a dampened surface. A thin layer of grout shall be thoroughly scrubbed into the deck surface. All vertical as well as horizontal surfaces shall receive a thorough, even coating. The rate of grout placement shall be limited so the brushed grout does not dry out before it is covered with concrete. Grout that has become dry and chalky shall be blast cleaned and replaced at the Contractor's expense. No concrete shall be placed over dry grout.

(2) Concrete Placement.

The concrete shall be placed and compacted according to Article 503.07 and as herein specified. Article 1020.14 (b) shall apply, except for the requirement to use an approved retarding admixture when the plastic concrete reaches 30□C (85□F).

When an overlay system is not specified, the patches shall be finished according to Article 503.17 (c)(2)a., followed by a light brooming.

d) Curing.

Concrete patches shall be cured by the Wetted Burlap Method according to Article 1020.13 (a)(3), and the curing period shall be 72 hours. In addition to Article 1020.13, when the air temperature is less than 13° C (55° F), the Contractor shall cover the patch with minimum R12 insulation. Insulation is optional when the air temperature is 13° C - 32° C (55° F. - 90° F). Insulation shall not be placed when the air temperature is greater than 32□ C (90□F)A 72-hour minimum drying period shall be required before placing waterproofing or bituminous surfacing.

e) Opening to Traffic.

No traffic or construction equipment will be permitted on the repairs until after the specified cure period and the concrete has obtained a minimum compressive strength of 27.6 MPa (4000 psi) or flexural strength of 4.65 MPa (675 psi) unless permitted by the Engineer.

Construction equipment will be permitted on a patch during the cure period if the concrete has obtained the minimum required strength. In this instance, the strength specimens shall be cured with the patch.

Method of Measurement. When specified, bituminous surface removal and full or partial depth repairs will be measured for payment and computed in square meters (square yards).

Basis of Payment. The bituminous concrete surface removal will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE REMOVAL (DECK). Areas removed and replaced up to and including a depth of 140 mm (5 1/2-inch) or as specified will be paid for at the contract unit price per square meter (square yard) for APPROACH SLAB REPAIR (PARTIAL). Areas requiring removal greater than a depth of 140 mm (5 1/2-inch) shall be removed and replaced full depth and will be paid for at the contract unit price per square meter (square yard) for APPROACH SLAB REPAIR (FULL DEPTH).

When corroded reinforcement bars are encountered in the performance of this work and replacement is required, the Contractor will be paid according to Article 109.04 of the Standard Specifications.

No payment will be allowed for removal and replacement of reinforcement bars damaged by the Contractor in the performance of his/her work or for any increases in dimensions needed to provide splices for these replacement bars.

Removal and disposal of asbestos waterproofing and/or asbestos bituminous concrete will be paid for as specified in the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Bituminous Concrete Surface Removal".

CLEANING AND PAINTING EXISTING STEEL STRUCTURES
Effective: October 2, 2001
Revised: April 19, 2012

Description. This work shall consist of the preparation of all designated metal surfaces by the method(s) specified on the plans. This work also includes the painting of those designated surfaces with the paint system(s) specified on the plans. The Contractor shall furnish all materials, equipment, labor, and other essentials necessary to accomplish this work and all other work described herein and as directed by the Engineer.

Materials. All materials to be used on an individual structure shall be produced by the same manufacturer.

The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material, except for the penetrating sealer, must be tested and approved before use. The specified colors shall be produced in the coating manufacturer's facility. Tinting of the coating after it leaves the manufacturer's facility is not allowed.

The paint materials shall meet the following requirements of the Standard Specification and as noted below:

Item	Article
(a) Waterborne Acrylic	1008.04
(b) Aluminum Epoxy Mastic	1008.03
(c) Organic Zinc Rich Primer	1008.05
(d) Epoxy/ Aliphatic Urethane	1008.05
(e) Penetrating Sealer (Note 1)	
(f) Moisture Cured Zinc Rich Urethane Primer (Note 2)	
(g) Moisture Cured Aromatic/Aliphatic Urethane (Note 2)	
(h) Moisture Cured Penetrating Sealer (Note 3)	

Note 1: The Epoxy Penetrating Sealer shall be a cross-linked multi component sealer. The sealer shall have the following properties:

(a) The volume solids shall be 98 percent (plus or minus 2 percent).
(b) Shall be clear or slightly tinted color.

Note 2: These material requirements shall be according to the Special Provision for the Moisture Cured Urethane Paint System.

Note 3: The Moisture Cured Penetrating Sealer manufacturer's certification will be required.

Submittals. The Contractor shall submit for Engineer review and acceptance, the following plans and information for completing the work. The submittals shall be provided within 30 days

of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

a) Contractor/Personnel Qualifications. Evidence of Contractor qualifications and the names and qualifications/experience/training of the personnel managing and implementing the Quality Control program and conducting the quality control tests.

b) Quality Control (QC) Program. The QC Program shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The program shall incorporate at a minimum, the IDOT Quality Control Daily Report form as supplied by the Engineer.

c) Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.

d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for washing, hand/power tool cleaning, removal of rust, mill scale, paint or foreign matter, abrasive blast or water jetting, and remediation of chloride. If detergents, additives, or inhibitors are incorporated into the water, the Contractor shall include the names of the materials and Material Safety Data Sheets (MSDS). The Contractor shall identify the solvents proposed for solvent cleaning together with MSDS.

   The plan shall also include the methods of coating application and equipment to be utilized.

   If the Contractor proposes to heat or dehumidify the containment, the methods and equipment proposed for use shall be included in the Plan for the Engineer's consideration.

e) Paint Manufacturer Certifications and Letters. When a sealer is used, the Contractor shall provide the manufacturer's certification of compliance with IDOT testing requirements listed under "Materials" above. A certification regarding the compatibility of the sealer with the specified paint system shall also be included.

   When rust inhibitors are used, the Contractor shall provide a letter from the coating manufacturer indicating that the inhibitor is compatible with, and will not adversely affect the performance of the coating system.

   If the use of a chemical soluble salt remover is proposed by the Contractor, provide a letter from the coating manufacturer indicating that the material will not adversely effect the performance of the coating system.

The paint manufacturer's application and thinning instructions, MSDS and product data sheets shall be provided, with specific attention drawn to storage temperatures, and the temperatures of the material, surface and ambient air at the time of application.
A letter or written instructions from the coating manufacturer shall be provided indicating the length of time that each coat must be protected from cold or inclement weather (e.g., exposure to rain) during its drying period.

f) Abrasives. Abrasives to be used for abrasive blast cleaning, including MSDS. For expendable abrasives, the Contractor shall provide certification from the abrasive supplier that the abrasive meets the requirements of SSPC-AB1. For steel grit abrasives, the certification shall indicate that the abrasive meets the requirements of SSPC-AB3.

g) Protective Coverings. Plan for containing or controlling paint debris (droplets, spills, overspray, etc.). Any tarpaulins or protective coverings proposed for use shall be fire retardant. For submittal requirements involving the containment used to remove lead paint, the Contractor shall refer to Special Provision for Containment and Disposal of Lead Paint Cleaning Residues.

h) Progress Schedule. Progress schedule shall be submitted per Article 108.02 and shall identify all major work items (e.g., installation of rigging/containment, surface preparation, and coating application).

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any paint removal work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations and this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

Contractor Qualifications. Unless indicated otherwise on the contract plans, for non lead abatement projects, the painting Contractor shall possess current SSPC–QP1 certification. Unless indicated otherwise on the plans, for lead abatement projects the Contractor shall also possess current SSPC-QP2 certification. The Contractor shall maintain certified status throughout the duration of the painting work under the contract. The Department reserves the right to accept Contractors documented to be currently enrolled in the SSPC-QP7, Painting Contractor Introductory Program, Category 2, in lieu of the QP certifications noted above.
Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The designated Quality Control inspector shall be onsite full time during any operations that affect the quality of the coating

system (e.g., surface preparation and chloride remediation, coating mixing and application, and evaluations between coats and upon project completion). The Contractor shall use the IDOT Quality Control Daily Report form supplied by the Engineer to record the results of quality control tests. The completed reports shall be turned into the Engineer before work resumes the following day. The Engineer or designated representative will sign the report. The signature is an acknowledgment that the report has been received, but should not be construed as an agreement that any of the information documented therein is accurate.

Contractor QC inspections shall include, but not be limited to the following:

- Suitability of protective coverings and the means employed to control project debris and paint spills, overspray, etc.
- Ambient conditions
- Surface preparation (solvent cleaning, pressure washing including chalk tests, hand/power tool or abrasive blast cleaning, etc.)
- Chloride remediation
- Coating application (specified materials, mixing, thinning, and wet/dry film thickness)
- Recoat times and cleanliness between coats
- Coating continuity and coverage (freedom from runs, sags, overspray, dryspray, pinholes, shadow-through, skips, misses, etc.)

The personnel managing the Contractor's QC Program shall possess a minimum classification of Society of Protective Coatings (SSPC) BCI certified, National Association of Corrosion Engineers (NACE) Coating Inspector Level 2 - Certified, or shall provide evidence of successful inspection of 3 projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and/or experience shall be provided. References for experience shall be provided and shall include the name, address, and telephone number of a contact person employed by the bridge owner.

The personnel performing the QC tests shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided. The QC personnel shall not perform hands on surface preparation or painting activities. Painters shall perform wet film thickness measurements, with QC personnel conducting random spot checks of the wet film. The Contractor shall not replace the QC personnel assigned to the project without advance notice to the Engineer, and acceptance of the replacement(s), by the Engineer.

The Contractor shall supply all necessary equipment to perform the QC inspections. Equipment shall include the following at a minimum:

- Psychrometer or comparable equipment for the measurement of dew point and relative humidity, together with all necessary weather bureau tables or psychrometric charts.
- Surface temperature thermometer
- SSPC Visual Standards VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning; SSPC-VIS 3, Visual Standard for Power and Hand-Tool Cleaned Steel; SSPC-VIS 4, Guide and Reference Photographs for Steel

Prepared by Water Jetting, and/or SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning, as applicable.

- Commercially available putty knife of a minimum thickness of 40 mils (1mm) and a width between 1 and 3 in. (25 and 75 mm). Note that the putty knife is only required for projects in which the existing coating is being feathered and must be tested with a dull putty knife.
- Testex Press-O-Film Replica Tape and Spring Micrometer
- Bresle Cell Kits or CHLOR*TEST kits for chloride determinations, or equivalent
- Wet Film Thickness Gage
- Blotter paper for compressed air cleanliness checks
- Type 2 Electronic Dry Film Thickness Gage per SSPC - PA2, Measurement of Dry Coating Thickness with magnetic Gages
- Calibration standards for dry film thickness gage
- Light meter for measuring light intensity during paint removal, painting, and inspection activities
- All applicable ASTM and SSPC Standards used for the work (reference list attached)

The instruments shall be calibrated by the Contractor's personnel according to the equipment manufacturer's recommendations and the Contractor's QC Program. All inspection equipment shall be made available to the Engineer for QA observations on an as needed basis.

Hold Point Notification. Specific inspection items throughout this specification are designated as Hold Points. Unless other arrangements are made at the project site, the Contractor shall provide the Engineer with a minimum 4-hour notification before a Hold Point inspection will be reached. If the 4-hour notification is provided and the Work is ready for inspection at that time, the Engineer will conduct the necessary observations. If the Work is not ready at the appointed time, unless other arrangements are made, an additional 4-hour notification is required. Permission to proceed beyond a Hold Point without a QA inspection will be granted solely at the discretion of the Engineer, and only on a case by case basis.

Quality Assurance (QA) Observations. The Engineer will conduct QA observations of any or all phases of the work. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

Inspection Access and Lighting. The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

- Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.

- Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
- Simple catenary supports are permitted only if independent life lines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, and fall prevention is not provided (e.g., guardrails are not provided), the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility (e.g., platform) is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas both inside and outside the containment where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access and entryways shall be at least 20 foot candles (215 LUX). General work area illumination outside the containment shall be employed at the discretion of the Engineer and shall be at least 5 foot candles. The exterior lighting system shall be designed and operated so as to avoid glare that interferes with traffic, workers, and inspection personnel.

Surface Preparation and Painting Equipment. All cleaning and painting equipment shall include gages capable of accurately measuring fluid and air pressures and shall have valves capable of regulating the flow of air, water or paint as recommended by the equipment manufacturer. The equipment shall be maintained in proper working order.

Diesel or gasoline powered equipment shall be positioned or vented in a manner to prevent deposition of combustion contaminants on any part of the structure.

Hand tools, power tools, pressure washing, water jetting, abrasive blast cleaning equipment, brushes, rollers, and spray equipment shall be of suitable size and capacity to perform the work required by this specification. All power tools shall be equipped with vacuums and High Efficiency Particulate Air (HEPA) filtration. Appropriate filters, traps and dryers shall be provided for the compressed air used for abrasive blast cleaning and conventional spray application. Paint pots shall be equipped with air operated continuous mixing devices unless prohibited by the coating manufacturer.

Test Sections. Prior to surface preparation, the Contractor shall prepare a test section(s) on each structure to be painted in a location(s) which the Engineer considers to be representative of the existing surface condition and steel type for the structure as a whole. More than one test section may be needed to represent the various design configurations of the structure. The purpose of the test section(s) is to demonstrate the use of the tools and degree of cleaning required (cleanliness and profile) for each method of surface preparation that will be used on the

project. Each test section shall be approximately 10 sq. ft. (0.93 sq m). The test section(s) shall be prepared using the same equipment, materials and procedures as the production operations. The Contractor shall prepare the test section(s) to the specified level of cleaning according to the appropriate SSPC visual standards, modified as necessary to comply with the requirements of this specification. The written requirements of the specification prevail in the event of a conflict with the SSPC visual standards. Only after the test section(s) have been approved shall the Contractor proceed with surface preparation operations. Additional compensation will not be allowed the Contractor for preparation of the test section(s).

For the production cleaning operations, the specifications and written definitions, the test section(s), and the SSPC visual standards shall be used in that order for determining compliance with the contractual requirements.

Protective Coverings and Damage. All portions of the structure that could be damaged by the surface preparation and painting operations (e.g., utilities), including any sound paint that is allowed to remain according to the contract documents, shall be protected by covering or shielding. Tarpaulins drop cloths, or other approved materials shall be employed. The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for acceptance prior to starting the work. Acceptance by the Engineer shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing. When removing coatings containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Lead Paint Cleaning Residues contained elsewhere in this Contract. When removing coatings not containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Non-Lead Paint Cleaning Residues contained elsewhere in this Contract.

The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the controls or protective devices used by the Contractor are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Damage to vehicles or property shall be repaired by the Contractor at the Contractor's expense. Painted surfaces damaged by any Contractor's operation shall be repaired, removed and/or repainted, as directed by the Engineer, at the Contractor's expense.

Weather Conditions. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture do not come in contact with surfaces cleaned or painted that day.

a) The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.

b) If the Contractor proposes to control the weather conditions inside containment, proposed methods and equipment for heating and/or dehumidification shall be included in the work plans for the Engineer's consideration. Any heating/dehumidification proposals accepted by the Engineer shall be implemented at no additional cost to the department.

c) Cleaning and painting shall be done between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

The Contractor shall monitor temperature, dew point, and relative humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. If the weather conditions after application and during drying are forecast to be outside the acceptable limits established by the coating manufacturer, coating application shall not proceed. If the weather conditions are forecast to be borderline relative to the limits established by the manufacturer, monitoring shall continue at a minimum of 4-hour intervals throughout the drying period. The Engineer has the right to reject any work that was performed, or drying that took place, under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

Compressed Air Cleanliness. Prior to using compressed air for abrasive blast cleaning, blowing down the surfaces, and painting with conventional spray, the Contractor shall verify that the compressed air is free of moisture and oil contamination according to the requirements of ASTM D 4285. The tests shall be conducted at least one time each shift for each compressor system in operation. If air contamination is evident, the Contractor shall change filters, clean traps, add moisture separators or filters, or make other adjustments as necessary to achieve clean, dry air. The Contractor shall also examine the work performed since the last acceptable test for evidence of defects or contamination caused by the compressed air. Effected work shall be repaired at the Contractor's expense.

Low Pressure Water Cleaning and Solvent Cleaning (HOLD POINT). The Contractor shall notify the Engineer 24 hours in advance of beginning surface preparation operations.

a) Water Cleaning of Lead Containing Coatings Prior to Overcoating. Prior to initiating any mechanical cleaning such as hand/power tool cleaning on surfaces that are painted with lead, all surfaces to be prepared and painted, and the tops of pier and abutment caps

shall be washed. Washing is not required if the surfaces will be prepared by water jetting.

Washing shall involve the use of potable water at a minimum of 1000 psi (7 MPa) and less than 5000 psi (34 MPa) according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. The cleaning shall be performed in such a manner as to remove dust, dirt, chalk, insect and animal nests, bird droppings, loose paint and other foreign matter prior to solvent cleaning. The water, debris, and any loose paint removed by water cleaning shall be collected for proper disposal. The washing shall be completed no more than 2 weeks prior to surface preparation.

If detergents or other additives are added to the water, the detergents/additives shall be included in the submittals and not used until accepted by the Engineer. When detergents or additives are used, the surface shall be rinsed with potable water before the detergent water dries.

After washing has been accepted by the Engineer, all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants which remain on the steel surfaces to be painted shall be removed by solvent cleaning according to SSPC – SP1, supplemented with scraping (e.g., to remove large deposits of asphaltic cement) as required. The solvent(s) used for cleaning shall be compatible with the existing coating system. The Contractor shall identify the proposed solvent(s) in the submittals. If the existing coating is softened, wrinkled, or shows other signs of attack from the solvents, the Contractor shall immediately discontinue their use. The name and composition of replacement solvents, together with MSDS, shall be submitted for Engineer acceptance prior to use.

Under no circumstances shall subsequent hand/power tool cleaning be performed in areas containing surface contaminants or in areas where the Engineer has not accepted the washing and solvent cleaning. Surfaces prepared by hand/power tool cleaning without approval of the washing and solvent cleaning may be rejected by the Engineer. Rejected surfaces shall be recleaned with both solvent and the specified mechanical means at the Contractor's expense.

After all washing and mechanical cleaning are completed, representative areas of the existing coating shall be tested to verify that the surface is free of chalk and other loose surface debris or foreign matter. The testing shall be performed according to ASTM D4214. Cleaning shall continue until a chalk rating of 6 or better is achieved in every case.

b) Water Cleaning of Non-Lead Coatings Prior to Overcoating. Thoroughly clean the surfaces according to the steps defined above for "Water Cleaning of Lead Containing Coatings Prior to Overcoating," except that the wash water does not need to be collected, and if the shop primer is inorganic zinc, the chalk rating does not apply. All other provisions are applicable.

c) Water Cleaning/Debris Removal Prior to Total Coating Removal. When total coating removal is specified, water cleaning of the surface prior to coating removal is not required by this specification and is at the option of the Contractor. If the Contractor chooses to use water cleaning, and the existing coating contains lead, all water and debris shall be collected for proper disposal.

Whether or not the surfaces are pre-cleaned using water, the tops of the pier caps and abutments shall be cleaned free of dirt, paint chips, insect and animal nests, bird droppings and other foreign matter and the debris collected for proper disposal.

Prior to mechanical cleaning, oil, grease, and other soluble contaminants on bare steel or rusted surfaces shall be removed by solvent cleaning according to SSPC-SP1.

d) Water Cleaning Between Coats. When foreign matter has accumulated on a newly applied coat, washing shall be performed prior to the application of subsequent coats. The water does not need to be collected unless it contacts existing lead containing coatings.

Laminar and Stratified Rust. All laminar and stratified rust that has formed on the existing steel surfaces shall be removed. Pack rust formed along the perimeter of mating surfaces of connected plates or shapes of structural steel shall be removed to the extent feasible without mechanically detaching the mating surface. Any pack rust remaining after cleaning the mating surfaces shall be tight and intact when examined using a dull putty knife. The tools used to remove these corrosion products shall be identified in the submittals and accepted by the Engineer. If the surface preparation or removal of rust results in nicks or gouges, the work shall be suspended, and the damaged areas repaired to the satisfaction of the Engineer, at the Contractor's expense. The Contractor shall also demonstrate that he/she has made the necessary adjustments to prevent a reoccurrence of the damage prior to resuming work.

Surface Preparation (HOLD POINT). One or more of the following methods of surface preparation shall be used as specified on the plans. When a method of surface preparation is specified, it applies to the entire surface, including areas that may be concealed by the containment connection points. In each case, as part of the surface preparation process, soluble salts shall be remediated as specified under "Soluble Salt Remediation". The Contractor shall also note that the surface of the steel beneath the existing coating system may contain corrosion and/or mill scale. Removal of said corrosion and/or mill scale, when specified, shall be considered included in this work and no extra compensation will be allowed.

When a particular cleaning method is specified for use in distinct zones on the bridge, the cleaning shall extend into the existing surrounding paint until a sound border is achieved. The edge of the existing paint is considered to be sound and intact if it can not be lifted by probing the edge with a dull putty knife. The sound paint shall be feathered for a minimum of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared steel and the existing coatings. Sanders with vacuum attachments, which have been approved by the Engineer, shall be used as necessary to accomplish the feathering.

a) Limited Access Areas: A best effort with the specified methods of cleaning shall be performed in limited access areas such as the backsides of rivets inside built up box members. The equipment being used for the majority of the cleaning may need to be supplemented with other commercially available equipment, such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Engineer.

b) Near White Metal Blast Cleaning: This surface preparation shall be accomplished according to the requirements of Near White Metal Blast Cleaning SSPC-SP 10. Unless otherwise specified in the contract, the designated surfaces shall be prepared by dry abrasive blast cleaning, wet abrasive blast cleaning, or water jetting with abrasive injection. A Near White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining.

Random staining shall be limited to no more than 5 percent of each 9 sq. in. (58 sq. cm) of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. With the exception of crevices as defined below, surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the discretion of the Engineer, after a best effort cleaning, slight traces of existing coating may be permitted to remain within crevices such as those created between rivets, bolts, and plates, and the underlying steel. When traces of coating are permitted to remain, the coating shall be tightly bonded when examined by probing with a dull putty knife. The traces of coating shall be confined to the bottom portion of the crevices only, and shall not extend onto the surrounding steel or plate or onto the outer surface of the rivets or bolts. Pitted steel is excluded from exemption considerations and shall be cleaned according to SSPC-SP10.

If hackles or slivers are visible on the steel surface after cleaning, the Contractor shall remove them by grinding followed by reblast cleaning. At the discretion of the Engineer, the use of power tools to clean the localized areas after grinding, and to establish a surface profile acceptable to the coating manufacturer, can be used in lieu of blast cleaning.

If the surfaces are prepared using wet abrasive methods, attention shall be paid to tightly configured areas to assure that the preparation is thorough. After surface preparation is completed, the surfaces, surrounding steel, and containment materials/scaffolding shall be rinsed to remove abrasive dust and debris. Potable water shall be used for all operations. An inhibitor may be added to the supply water and/or rinse water to prevent flash rusting. If a rust inhibitor is proposed, the Contractor shall provide a sample of the

proposed inhibitor together with a letter from the coating manufacturer indicating that the inhibitor is suitable for use with their products. The surfaces shall be allowed to completely dry before the application of any coating.

c) Commercial Grade Power Tool Cleaning: This surface preparation shall be accomplished according to the requirements of Commercial Grade Power Tool Cleaning, SSPC-SP15. The designated surfaces shall be completely cleaned with power tools. A Commercial Grade Power Tool Cleaned surface, when viewed without magnification, is free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except for staining. In previously pitted areas, slight residues of rust and paint may also be left in the bottoms of pits.

Random staining shall be limited to no more than 33 percent of each 9 sq. in. (58 sq. cm) of surface area. Allowable staining may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the Contractor's option, Near White Metal Blast Cleaning may be substituted for Power Tool Cleaning – Commercial Grade, as long as containment systems appropriate for abrasive blast cleaning are utilized and there is no additional cost to the Department.

d) Power Tool Cleaning – Modified SP3: This surface preparation shall be accomplished according to the requirements of SSPC-SP3, Power Tool Cleaning except as modified as follows. The designated surfaces shall be cleaned with power tools. A power tool cleaned surface shall be free of all loose rust, loose mill scale, loose and peeling paint, and loose rust that is bleeding through and/or penetrating the coating. All locations of visible corrosion and rust bleed, exposed or lifting mill scale, and lifting or loose paint shall be prepared using the power tools.

Upon completion of the cleaning, rust, rust bleed, mill scale and surrounding paint are permitted to remain if they can not be lifted using a dull putty knife.

Power Tool Cleaning of Shop Primed Steel. When steel coated with only a prime coat of inorganic or organic zinc is specified to be cleaned, this work shall be accomplished as follows. After cleaning the surface as specified under "Water Cleaning of Non-Lead Coatings Prior to Overcoating," damaged and rusted areas shall be spot cleaned according Power Tool Cleaning -Modified SSPC-SP3. The edges of the coating surrounding the spot repairs shall be feathered.

Abrasives. Unless otherwise specified in the contract, when abrasive blast cleaning is specified, it shall be performed using either expendable abrasives (other than silica sand) or recyclable steel grit abrasives. Expendable abrasives shall be used one time and disposed of. Abrasive suppliers shall certify that the expendable abrasives meet the requirements of SSPC-AB1 and

that recyclable steel grit abrasives meet AB3. On a daily basis, the Contractor shall verify that recycled abrasives are free of oil contamination by conducting oil content tests according to SSPC-AB2.
All surfaces prepared with abrasives not meeting the SSPC-AB1, AB2, or AB3 requirements, as applicable, shall be solvent cleaned or low pressure water cleaned as directed by the Engineer, and reblast cleaned at the Contractor's expense.

Surface Profile (HOLD POINT). The abrasives used for blast cleaning shall have a gradation such that the abrasive will produce a uniform surface profile of 1.5 to 4.5 mils (38 to 114 microns). If the profile requirements of the coating manufacturer are more restrictive, advise the Engineer and comply with the more restrictive requirements. For recycled abrasives, an appropriate operating mix shall be maintained in order to control the profile within these limits.

The surface profile for the Power Tool Cleaning - Commercial Grade shall be within the range specified by the coating manufacturer, but not less than 2.0 mils (50 microns).

The surface profile produced by the Contractor's surface preparation procedures shall be determined by replica tape and spring micrometer at the beginning of the work, and each day that surface preparation is performed. Areas having unacceptable measurements shall be further tested to determine the limits of the deficient area. The replica tape shall be attached to the daily report.

When unacceptable profiles are produced, work shall be suspended. The Contractor shall submit a plan for the necessary adjustments to insure that the correct surface profile is achieved on all surfaces. The Contractor shall not resume work until the new profile is verified by the QA observations, and the Engineer confirms, in writing, that the profile is acceptable.

Soluble Salt Remediation (HOLD POINT). The Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces. Surfaces that may be contaminated with chloride include, but are not limited to, expansion joints and all areas that are subject to roadway splash or run off such as fascia beams and stringers.

Methods of chloride removal may include, but are not limited to, steam cleaning or pressure washing with or without the addition of a chemical soluble salt remover as approved by the coating manufacturer, and scrubbing before or after initial paint removal. The Contractor may also elect to clean the steel and allow it to rust overnight followed by recleaning, or by utilizing blends of fine and coarse abrasives during blast cleaning, wet abrasive/water jetting methods of preparation, or combinations of the above. If steam or water cleaning methods of chloride removal are utilized over surfaces where the coating has been completely removed, and the water does not contact any lead containing coatings, the water does not have to be collected. The Contractor shall provide the proposed procedures for chloride remediation in the Surface Preparation/Painting Plan.

Upon completion of the chloride remediation steps, the Contractor shall use cell methods of field chloride extraction and test procedures (e.g., silver dichromate) accepted by the Engineer, to test representative surfaces that were previously rusted (e.g., pitted steel) for the presence of

remaining chlorides. Remaining chloride levels shall be no greater than 7µg/sq cm as read directly from the surface without any multiplier applied to the results. The testing must be performed, and the results must be acceptable, prior to painting each day.

A minimum of 5 tests per 1000 sq. ft. (93 sq m) or fraction thereof completed in a given day, shall be conducted at project start up. If results greater than 7 µg/sq cm are detected, the surfaces shall be recleaned and retested at the same frequency. If acceptable results are achieved on three consecutive days in which testing is conducted, the test frequency may be reduced to 1 test per 1000 sq. ft. (93 sq. m) prepared each day provided the chloride remediation process remains unchanged. If unacceptable results are encountered, or the methods of chloride remediation are changed, the Contractor shall resume testing at a frequency of 5 tests per 1000 sq. ft. (93 sq. m).

Following successful chloride testing the chloride test areas shall be cleaned. Commercial Grade Power Tool Cleaning can be used to clean the test locations when the specified degree of cleaning is SSPC-SP10.

Surface Condition Prior to Painting (HOLD POINT). Prepared surfaces, shall meet the requirements of the respective degrees of cleaning immediately prior to painting, and shall be painted before rusting appears on the surface. If rust appears or bare steel remains unpainted for more than 12 hours, the affected area shall be prepared again at the expense of the Contractor.

All loose paint and surface preparation cleaning residue on bridge steel surfaces, scaffolding and platforms, containment materials, and tops of abutments and pier caps shall be removed prior to painting. When lead paint is being disturbed, cleaning shall be accomplished by HEPA vacuuming unless it is conducted within a containment that is designed with a ventilation system capable of collecting the airborne dust and debris created by sweeping and blowing with compressed air.

The quality of surface preparation and cleaning of surface dust and debris must be accepted by the Engineer prior to painting. The Engineer has the right to reject any work that was performed without adequate provision for QA observations to accept the degree of cleaning. Rejected coating work shall be removed and replaced at the Contractor's expense.

General Paint Requirements. Paint storage, mixing, and application shall be accomplished according to these specifications and as specified in the paint manufacturer's written instructions and product data sheets for the paint system used. In the event of a conflict between these specifications and the coating manufacturers' instructions and data sheets, the Contractor shall advise the Engineer and comply with the Engineer's written resolution. Until a resolution is provided, the most restrictive conditions shall apply.

Unless noted otherwise, If a new concrete deck or repair to an existing deck is required, painting shall be done after the deck is placed and the forms have been removed.

a) Paint Storage and Mixing. All Paint shall be stored according to the manufacturer's published instructions, including handling, temperatures, and warming as required prior to mixing. All coatings shall be supplied in sealed containers bearing the manufacturers name, product designation, batch number and mixing/thinning instructions. Leaking containers shall not be used.

Mixing shall be according to the manufacturer's instructions. Thinning shall be performed using thinner provided by the manufacturer, and only to the extent allowed by the manufacturer's written instructions. In no case shall thinning be permitted that would cause the coating to exceed the local Volatile Organic Compound (VOC) emission restrictions. For multiple component paints, only complete kits shall be mixed and used. Partial mixing is not allowed.

The ingredients in the containers of paint shall be thoroughly mixed by mechanical power mixers according to the manufacturer's instructions, in the original containers before use or mixing with other containers of paint. The paint shall be mixed in a manner that will break up all lumps, completely disperse pigment and result in a uniform composition. Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container. Excessive skinning or partial hardening due to improper or prolonged storage will be cause for rejection of the paint, even though it may have been previously inspected and accepted.

Multiple component coatings shall be discarded after the expiration of the pot life. Single component paint shall not remain in spray pots, painters buckets, etc. overnight. It shall be stored in a covered container and remixed before use.

The Engineer reserves the right to sample field paint (individual components and/or the mixed material) and have it analyzed. If the paint does not meet the product requirements due to excessive thinning or because of other field problems, the coating shall be removed from that section of the structure and replaced as directed by the Engineer.

b) Application Methods. Unless prohibited by the coating manufacturer's written instructions, paint may be applied by spray methods, rollers, or brushes. If applied with conventional or airless spray methods, paint shall be applied in a uniform layer with overlapping at the edges of the spray pattern.

The painters shall monitor the wet film thickness of each coat during application. The wet film thickness shall be calculated based on the solids by volume of the material and the amount of thinner added. When the new coating is applied over an existing system, routine QC inspections of the wet film thickness shall be performed in addition to the painter's checks in order to establish that a proper film build is being applied.

When brushes or rollers are used to apply the coating, additional applications may be required to achieve the specified thickness per layer.

c) Painting Shop Primed Steel. After cleaning, rusted and damaged areas shall be touched up using the same primer specified for painting the existing structure. The intermediate and finish coats specified for painting the existing structure shall be applied to the steel. When inorganic zinc has been used as the shop primer, a mist coat of the intermediate coat shall be applied first in order to prevent pinholing and bubbling.

d) Recoating and Film Continuity (HOLD POINT for each coat). Paint shall be considered dry for recoating according to the time/temperature/humidity criteria provided in the manufacturer's instructions and when an additional coat can be applied without the development of film irregularities; such as lifting, wrinkling, or loss of adhesion of the under coat. If surfaces are contaminated, washing shall be accomplished prior to intermediate and final coats. Wash water does not have to be collected unless the water contacts existing lead containing coatings.

Painting shall be done in a neat and workmanlike manner. Each coat of paint shall be applied as a continuous film of uniform thickness free of defects including, but not limited to, runs, sags, overspray, dryspray, pinholes, voids, skips, misses, and shadow-through. Defects such as runs and sags shall be brushed out immediately during application.

Paint Systems. The paint system(s) from the list below shall be applied as specified.

The paint manufacturer's relative humidity, dew point, and material, surface, and ambient temperature restrictions shall be provided with the submittals and shall be strictly followed. Written recommendations from the paint manufacturer for the length of time each coat must be protected from cold or inclement weather (e.g., exposure to rain), during the drying period shall be included in the submittals. Upon acceptance by the Engineer, these times shall be used to govern the duration that protection must be maintained during drying.

Where stripe coats are indicated, the Contractor shall apply an additional coat to edges, rivets, bolts, crevices, welds, and similar surface irregularities. The stripe coat shall be applied by brush and/or spray to thoroughly work the coating into or on the irregular surfaces, and shall extend onto the surrounding steel a minimum of 1 in. (25 mm) in all directions. The purpose of the stripe coat is to build additional thickness and to assure complete coverage of these areas.

The stripe coat may be applied as part of the application of the full coat unless prohibited by the coating manufacturer. If applied as part of the application process of the full coat, the stripe coat shall be allowed to dry for a minimum of 10 minutes in order to allow Contractor QC personnel to verify that the coat was applied. If a wet-on-wet stripe coat is prohibited by the coating manufacturer or brush or roller application of the full coat pulls the underlying stripe coat, the stripe coat shall dry according to the manufacturers' recommended drying times prior to the application of the full coat. In the case of the prime coat, the full coat can also be applied first to protect the steel, followed by the stripe coat after the full coat has dried.

a) System 1 – OZ/E/U – for Bare Steel: System 1 shall consist of the application of a full coat of organic (epoxy) zinc-rich primer, a full intermediate coat of epoxy, and a full finish coat

of aliphatic urethane. Stripe coats of the prime and finish coats shall be applied. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:

- One full coat of organic zinc-rich primer between 3.5 and 5.0 mils (90 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.

- One full intermediate coat of epoxy between 3.0 and 6.0 mils (75 and 150 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.

- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 9.0 and 15.0 mils (225 and 375 microns).

b) System 2 – PS/EM/U – for Overcoating an Existing System: System 2 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of aliphatic urethane.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of aliphatic urethane shall be applied. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.

- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.

- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.5 and 13.0 mils (215 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

c) System 3 – EM/EM/AC – for Bare Steel: System 3 shall consist of the application of two full coats of aluminum epoxy mastic and a full finish coat of waterborne acrylic. Stripe

coats for first coat of epoxy mastic and the finish coat shall be applied. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:

- One full coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The first coat of aluminum epoxy mastic shall be tinted a contrasting color with the blast cleaned surface and the second coat.

- One full intermediate coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The intermediate coat shall be a contrasting color to the first coat and the finish coat.

- A full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 12.0 and 18.0 mils (360 and 450 microns).

d) System 4 – PS/EM/AC – for Overcoating an Existing System: System 4 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of waterborne acrylic.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of waterborne acrylic shall be applied. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.

- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.

- One full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.0 and 13.0 mils (200 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

e) System 5 – MCU – for Bare Steel: System 5 shall consist of the application of a full coat of moisture cure urethane (MCU) zinc primer, a full coat of MCU intermediate, and a full coat of MCU finish. Stripe coats of the prime and finish coats shall be applied. The contractor

shall comply with the manufacturer's requirements for drying times between the application of the stripe coats and the full coats. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:

- One full coat of MCU zinc primer between 3.0 and 5.0 mils (75 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.

- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.

- One full MCU finish coat between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 8.0 and 13.0 mils (200 and 325 microns).

f) System 6 – MCU – for Overcoating an Existing System: System 6 shall consist of the application of a full coat of moisture cure urethane (MCU) penetrating sealer, a spot coat of MCU intermediate, and a stripe and full coat of MCU finish.

A full coat of MCU penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of MCU intermediate on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full coat of MCU finish shall be applied. The contractor shall comply with the manufacturer's requirements for drying time between the application of the stripe coat and the full finish coat. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of MCU sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.

- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The color shall contrast with the finish coat.

- One full MCU finish coat 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 6.0 and 10.0 mils (150 and 250 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

Repair of Damage to New Coating System and Areas Concealed by Containment. The Contractor shall repair all damage to the newly installed coating system and areas concealed by the containment/protective covering attachment points, at no cost to the Department. If the damage extends to the substrate and the original preparation involved abrasive blast cleaning, the damaged areas shall be prepared to Power Tool Cleaning - Commercial Grade. If the original preparation was other than blast cleaning or the damage does not extend to the substrate, the loose, fractured paint shall be cleaned to Power Tool Cleaning – Modified SP3.

The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating.

If the bare steel is exposed, all coats shall be applied to the prepared area. If only the intermediate and finish coats are damaged, the intermediate and finish shall be applied. If only the finish coat is damaged, the finish shall be applied.

Special Instructions.

a) At the completion of the work, the Contractor shall stencil the painting date and the paint code on the bridge. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

   The stencil shall contain the following wording "PAINTED BY (insert the name of the Contractor)" and shall show the month and year in which the painting was completed, followed by the appropriate code for the coating material applied, all stenciled on successive lines:

   CODE U (for field applied System 3 or System 4).

   CODE Z (for field applied System 1 or System 2).

   CODE AA (for field applied System 5 or System 6).

   This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near one end of the bridge, or at some equally visible surface near the end of the bridge, as designated by the Engineer.

b) All surfaces painted inadvertently shall be cleaned immediately.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

Basis of Payment. This work shall be paid for at the contract Lump Sum price for CLEANING AND PAINTING STEEL BRIDGE, at the designated location, or for CLEANING AND PAINTING the structure or portions thereof described. Payment will not be authorized until all requirements for surface preparation and painting have been fulfilled as described in this specification,

including the preparation and submittal of all QC documentation. Payment will also not be authorized for non-conforming work until the discrepancy is resolved in writing.

Appendix 1 – Reference List

The Contractor shall maintain the following regulations and references on site for the duration of the project:

- Illinois Environmental Protection Act
- ASTM D 4214, Standard Test Method for Evaluating Degree of Chalking of Exterior Paint Films
- ASTM D 4285, Standard Test Method for Indicating Oil or Water in Compressed Air
- SSPC-AB 1, Mineral and Slag Abrasives
- SSPC-AB 2, Specification for Cleanliness of Recycled Ferrous Metallic Abrasives
- SSPC-AB 3, Newly Manufactured or Re-Manufactured Steel Abrasives
- SSPC-PA 2, Measurement of Dry Coating Thickness with Magnetic Gages
- SSPC-QP 1, Standard Procedure for Evaluating Painting Contractors (Field Application to Complex Structures)
- SSPC-QP 2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint
- SSPC-SP 1, Solvent Cleaning
- SSPC-SP 3, Power Tool Cleaning
- SSPC-SP 10/NACE No. 2, Near White Metal Blast Cleaning
- SSPC-SP 12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating
- SSPC-SP15, Commercial Grade Power Tool Cleaning
- SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning
- SSPC-VIS 3, Visual Standard for Power- and Hand-Tool Cleaned Steel
- SSPC-VIS 4, Guide and Reference Photographs for Steel Cleaned by Water Jetting
- SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning
- The paint manufacturer's application instructions, MSDS and product data sheets

CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES
Effective: October 2, 2001
Revised: April 30, 2010

Description. This work shall consist of the containment, collection, temporary storage, transportation and disposal of waste from lead paint removal projects. Waste requiring containment and control includes, but is not limited to, old paint, spent abrasives, corrosion products, mill scale, dirt, dust, grease, oil, salts, and water used for cleaning the surface of existing lead coatings prior to overcoating.

General. The existing coatings contain lead and may also contain other toxic metals. This specification provides the requirements for containment and for the protection of the public, and the environment from exposure to harmful levels of toxic metals that may be present in the paint being removed or repaired. The Contractor shall take reasonable and appropriate precautions to protect the public from the inhalation or ingestion of dust or debris from the operations, and is responsible for the clean-up of all spills of waste at no additional cost to the Department.

The Contractor shall comply with the requirements of this Specification and all applicable Federal, State, and Local laws, codes, and regulations, including, but not limited to the regulations of the United States Environmental Protection Agency (USEPA), Occupational Safety and Health Administration (OSHA), and Illinois Environmental Protection Agency (IEPA). The Contractor shall comply with all applicable regulations even if the regulation is not specifically referenced herein. If a Federal, State, or Local regulation is more restrictive than the requirements of this Specification, the more restrictive requirements shall prevail.

Submittals. The Contractor shall submit for Engineer review and acceptance, the following drawings and plans for accomplishing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification. The Contractor shall also maintain on site, copies of the standards and regulations referenced herein (list provided in appendix 1).

a) Containment Plans. The containment plans shall include drawings, equipment specifications, and calculations (wind load, air flow and ventilation when negative pressure is specified. The plans shall include copies of the manufacturer's specifications for the containment materials and equipment that will be used to accomplish containment and ventilation.

   When required by the contract plans, the submittal shall provide calculations that assure the structural integrity of the bridge when it supports the containment and the calculations and drawings shall be signed and sealed by a Structural Engineer licensed in the state of Illinois.

   When working over the railroad or navigable waterways, the Department will notify the respective agencies that work is being planned. Unless otherwise directed by the Engineer, the Contractor is responsible for follow up contact, and shall provide evidence that the

railroad, Coast Guard, Corps of Engineers, and other applicable agencies are satisfied with the clearance provided and other safety measures that are proposed.

b) Environmental Monitoring Plan. The Environmental Monitoring Plan shall address the visual inspections and clean up of the soil and water that the Contractor will perform, including final project inspection and cleanup. The plan shall address the daily visible emissions observations that will be performed and the corrective action that will be implemented in the event emissions or releases occur. When high volume ambient air monitoring is required, an Ambient Air Monitoring Plan shall be developed. The plan shall include:

- Proposed monitor locations and power sources in writing. A site sketch shall be included, indicating sensitive receptors, monitor locations, and distances and directions from work area.
- Equipment specification sheet for monitors to be used, and a written commitment to calibrate and maintain the monitors.
- Include a procedure for operation of monitors per 40 CFR 50, Appendix B, including use of field data chain-of-custody form. Include a sample chain of custody form.
- Describe qualifications/training of monitor operator.
- The name, contact information (person's name and number), and certification of the laboratory performing the filter analysis. Laboratory shall be accredited by one of the following: 1) the American Industrial Hygiene Association (AIHA) for lead (metals) analysis, 2) Environmental Lead Laboratory Accreditation Program (ELLAP) for metals analysis, 3) State or federal accreditation program for ambient air analysis or, 4) the EPA National Lead Laboratory Accreditation Program (NLLAP) for lead analysis. The laboratory shall provide evidence of certification, a sample laboratory chain-of-custody form, and sample laboratory report that provides the information required by this specification. The laboratory shall also provide a letter committing to do the analysis per 40 CFR 50, Appendix G. If the analysis will not be performed per 40 CFR Appendix G, a proposed alternate method shall be described, together with the rationale for using it. The alternate method can not be used unless specifically accepted by the Engineer in writing.

c) Waste Management Plan. The Waste Management Plan shall address all aspects of waste handling, storage, testing, hauling and disposal. Include the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. Submit the name and qualifications of the laboratory proposed for Toxicity Characteristic Leaching Procedure (TCLP) analysis. If the use of abrasive additives is proposed, provide the name of the additive, the premixed ratio of additive to abrasive being provided by the supplier, and a letter from the supplier of the additive indicating IEPA acceptance of the material. Note that the use of any steel or iron based material, such as but not limited to grit, shot, fines, or filings as an abrasive additive is prohibited.

d) Contingency Plan. The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of dust collection system, failure of supplied air system or any other event that may require modification of standard operating procedures during lead removal. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency.

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the plans does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations, this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections of all environmental control and waste handling aspects of the project to verify compliance with these specification requirements and the accepted drawings and plans. The Contractor shall use the IDOT Environmental Daily Report form supplied by the Engineer to record the results of the inspections. The completed reports shall be turned into the Engineer before work resumes the following day. Contractor QC inspections shall include, but not be limited to the following:

- Proper installation and continued performance of the containment system(s) in accordance with the approved drawings.
- Visual inspections of emissions into the air and verification that the cause(s) for any unacceptable emissions is corrected.
- Set up, calibration, operation, and maintenance of the regulated area and high volume ambient air monitoring equipment, including proper shipment of cassettes/filters to the laboratory for analysis. Included is verification that the Engineer receives the results within the time frames specified and that appropriate steps are taken to correct work practices or containment in the event of unacceptable results.
- Visual inspections of spills or deposits of contaminated materials into the water or onto the ground, pavement, soil, or slope protection. Included is verification that proper cleanup is undertaken and that the cause(s) of unacceptable releases is corrected.
- Proper implementation of the waste management plan including laboratory analysis and providing the results to the Engineer within the time frames specified herein.
- Proper implementation of the contingency plans for emergencies.

The personnel providing the QC inspections shall poses current SSPC-C3 certification or equal, including the annual training necessary to maintain that certification (SSPC-C5 or equal), and shall provide evidence of successful completion of 2 projects of similar or greater complexity and scope that have been completed in the last 2 years. References shall include the name, address, and telephone number of a contact person employed by the bridge owner. Proof of initial certification and the current annual training shall also be provided.

Quality Assurance (QA) Observations. The Engineer will conduct QA observations of any or all of the QC monitoring inspections that are undertaken. The presence or activity of Engineer

observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of its own and to comply with all requirements of this Specification.

Containment Requirements. The Contractor shall install and maintain containment systems surrounding the work for the purpose of controlling emissions of dust and debris according to the requirements of this specification. Working platforms and containment materials that are used shall be firm and stable and platforms shall be designed to support the workers, inspectors, spent surface preparation media (e.g., abrasives), and equipment during all phases of surface preparation and painting. Platforms, cables, and other supporting structures shall be designed according to OSHA regulations. If the containment needs to be attached to the structure, the containment shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

The containment shall be dropped in the event of sustained winds of 40 mph (64 kph) or greater and all materials and equipment secured.

The Contractor shall provide drawings showing the containment system and indicating the method(s) of supporting the working platforms and containment materials to each other and to the bridge. When the use of negative pressure and airflow inside containment is specified, the Contractor shall provide all ventilation calculations and details on the equipment that will be used for achieving the specified airflow and dust collection.

When directed in the contract plans, the Contractor shall submit calculations and drawings, signed and sealed by a Structural Engineer licensed in the state of Illinois, that assure the structural integrity of the bridge under the live and dead loads imposed, including the design wind loading.

When working over railroads, the Contractor shall provide evidence that the proposed clearance and the safety provisions that will be in place (e.g., flagman) are acceptable to the railroad. In the case of work over navigable waters, the Contractor shall provide evidence that the proposed clearance and provisions for installing or moving the containment out of navigation lanes is acceptable to authorities such as the Coast Guard and Army Corps of Engineers. The Contractor shall include plans for assuring that navigation lighting is not obscured, or if it is obscured, that temporary lighting is acceptable to the appropriate authorities (e.g., Coast Guard) and will be utilized.

Engineer review and acceptance of the drawings and calculations shall not relieve the Contractor from the responsibility for the safety of the working platforms and containment, and for providing ample ventilation to control worker and environmental exposures. After the work platforms and containment materials are erected additional measures may be needed to ensure worker safety according to OSHA regulations. The Contractor shall institute such measures at no additional cost to the Department.

Containment for the cleaning operation of this contract is defined as follows:

- The containment system shall maintain the work area free of visible emissions of dust and debris according to all provisions of this Specification, with no debris permitted outside of

the regulated area at any time. All debris within the regulated area and within the containment shall be collected at the end of the last shift each day, and properly stored in sealed containers. Cleaning shall be accomplished by HEPA vacuuming unless it is conducted within a containment that is designed with a ventilation system capable of collecting the airborne dust and debris created by sweeping and blowing with compressed air. The ventilation system shall be in operation during the cleaning.

- The containment systems shall comply with the specified SSPC Guide 6 classifications as presented in Table 1 for the method of paint removal utilized.

- TSP-lead in the air at monitoring locations selected by the Contractor shall comply with the requirements specified herein.

The Contractor shall take appropriate action to avoid personnel injury or damage to the structure from the installation and use of the containment system. If the Engineer determines that there is the potential for structural damage caused by the installed containment system, the Contractor shall take appropriate action to correct the situation.

In addition to complying with the specific containment requirements in Table 1 for each method of removal, the Contractor shall provide and maintain coverage over the ground in the areas to be cleaned. This coverage shall be capable of catching and containing surface preparation media, paint chips, and paint dust in the event of an accidental escape from the primary containment. The containment materials shall be cleaned of loose material prior to relocation or dismantling. Acceptable methods of cleaning include blowing down the surfaces with compressed air while the ventilation system is in operation, HEPA vacuuming, and/or wet wiping. If paint chips or dust is observed escaping from the containment materials during moving, all associated operations shall be halted and the materials and components recleaned.

The containment systems shall also meet the following requirements:

a) Dry Abrasive Blast Cleaning - Full Containment with Negative Pressure (SSPC Class 1A)

The enclosure shall be designed, installed, and maintained to sustain maximum anticipated wind forces, including negative pressure. Flapping edges of containment materials are prohibited and the integrity of all containment materials, seams, and seals shall be maintained for the duration of the project. Airflow inside containment shall be designed to provide visibility and reduce worker exposures to toxic metals according to OSHA regulations and as specified in Table 1 and its accompanying text. When the location of the work on the bridge, or over lane closures permit, the blast enclosure shall extend a minimum of 3 ft. (1 m) beyond the limits of surface preparation to allow the workers to blast away from, rather than into the seam between the containment and the structure. The blast enclosure shall have an airlock or resealable door entryway to allow entrance and exit from the enclosure without allowing the escape of blasting residue.

If recyclable metallic abrasives are used, the Contractor shall operate the equipment in a manner that minimizes waste generation. Steps shall also be taken to minimize dust generation during the transfer of all abrasive/paint debris (expendable or recyclable

abrasives) for recycling or disposal. Acceptable methods include, but are not limited to vacuuming, screw or belt conveyance systems, or manual conveyance. However manual conveyance is only permitted if the work is performed inside a containment that is equipped with an operating ventilation system capable of controlling the dust that is generated.

Appropriate filtration shall be used on the exhaust air of dust collection and abrasive recycling equipment as required to comply with IEPA regulations. The equipment shall be enclosed if visible dust and debris are being emitted and/or the regulated area or high volume monitor lead levels are not in compliance.

Areas beneath containment connection points that were shielded from abrasive blast cleaning shall be prepared by vacuum blast cleaning or vacuum-shrouded power tool cleaning after the containment is removed.

b) Vacuum Blast Cleaning within Containment (SSPC-Class 4A)

Vacuum blasting equipment shall be fully automatic and capable of cleaning and recycling the abrasive. The system shall be designed to deliver cleaned, recycled blasting abrasives and provide a closed system containment during blasting. The removed coating, mill scale, and corrosion shall be separated from the abrasive, and stored for disposal.

The Contractor shall attach containment materials around and under the work area to catch and contain abrasive and waste materials in the event of an accidental escape from the vacuum shroud. This containment is in addition to the ground covers specified earlier.

It is possible that the close proximity of some structural steel members, such as the end diaphragms or end cross-frames underneath transverse deck expansion joints, preclude the use of the vacuum blasting equipment for the removal of the old paint. For surfaces that are inaccessible for the nozzles of the vacuum blasting equipment, the Contractor shall remove the paint by means of full containment inside a complete enclosure as directed by the Engineer.

c) Vacuum-Shrouded Power Tool Cleaning within Containment (SSPC-Class 3P)

The Contractor shall utilize power tools equipped with vacuums and High Efficiency Particulate Air (HEPA) filters. The Contractor shall attach containment walls around the work area, and install containment materials beneath the work area to catch and contain waste materials in the event of an accidental escape from the vacuum shroud. This containment is in addition to the ground covers specified earlier and shall be installed within 10 ft. (3m) of the areas being cleaned.

d) Power Tool Cleaning without Vacuum, within Containment (SSPC-Class 2P)

When the use of power tools without vacuum attachments is authorized by the Engineer, the Contractor shall securely install containment walls and flooring around the work area to capture and collect all debris that is generated. The containment material requirements for this Class 2P are similar to Class 3P used for vacuum-shrouded tools, but the supporting

structure will be more substantial in Class 2P to better secure the containment materials from excessive movement that could lead to the loss of waste paint chips and debris. Containment beneath the work shall be within 10 ft. (3m) of the areas being cleaned, and is in addition to the ground covers specified earlier.

e) Water Washing, Water Jetting or Wet Abrasive Blast Cleaning within Containment (SSPC Class 2W-3W)

Water washing of the bridge for the purpose of removing chalk, dirt, grease, oil, bird nests, and other surface debris, and water jetting or wet abrasive blast cleaning for the purpose of removing paint and surface debris shall be conducted within a containment designed, installed, and maintained in order to capture and contain all water and waste materials. The containment shall consist of impermeable floors and lower walls to prevent the water and debris from escaping. Permeable upper walls and ceilings are acceptable provided the paint chips, debris, and water, other than mists, are collected. A fine mist passing through the permeable upper walls is acceptable, provided the environmental controls specified below are met. If paint chips, debris, or water, other than mists, escape the containment system, impermeable walls and ceilings shall be installed.

When water is used for surface cleaning, the collected water shall be filtered to separate the particulate from the water. Recycling of the water is preferred in order to reduce the volume of waste that is generated. The water after filtration shall be collected and disposed of according to the waste handling portions of this specification.

When a slurry is created by injecting water into the abrasive blast stream, the slurry need not be filtered to separate water from the particulate.

Environmental Controls and Monitoring. The Contractor shall prepare and submit to the Engineer for review and acceptance, an Environmental Monitoring Plan. The purpose of the plan is to address the observations and equipment monitoring undertaken by the Contractor to confirm that project dust and debris are not escaping the containment into the surrounding air, soil, and water.

a) Soil and Water. Containment systems shall be maintained to prevent the escape of paint chips, abrasives, and other debris into the water, and onto the ground, soil, slope protection, and pavements. Releases or spills of, paint chips, abrasives, dust and debris that have become deposited on surrounding property, structures, equipment or vehicles, and bodies of water are unacceptable. If there are inadvertent spills or releases, the Contractor shall immediately shut down the emissions-producing operations, clean up the debris, and change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future.

Water booms, boats with skimmers, or other means as necessary shall be used to capture and remove paint chips or project debris that falls or escapes into the water.

At the end of each workday at a minimum, the work area inside and outside of containment, including ground tarpaulins, shall be inspected to verify that paint debris is not present. If

debris is observed, it shall be removed by hand and HEPA-vacuuming. If wet methods of preparation are used, the damp debris can remain overnight provided it is protected from accidental release by securely covering the waste, folding the waste into the ground tarps, or by other acceptable methods. Prior to commencing work the next day, the debris from the folded ground tarps shall be removed.

Upon project completion, the ground and water in and around the project site are considered to have been properly cleaned if paint chips, paint removal media (e.g., spent abrasives), fuel, materials of construction, litter, or other project debris have been removed.

NOTE: All project debris must be removed even if the debris (e.g.,spent abrasive and paint chips) was a pre-existing condition.

b) Visible Emissions. The Contractor shall conduct observations of visible emissions and releases on an ongoing daily basis when dust-producing activities are underway, such as paint removal, clean up, waste handling, and containment dismantling or relocation. Note that visible emissions observations do not apply to the fine mist that may escape through permeable containment materials when wet methods of preparation are used.

Visible emissions in excess of SSPC Guide 6, Level 1 (1% of the workday) are unacceptable. In an 8-hour workday, this equates to emissions of a cumulative duration no greater than 4.8 minutes (288 seconds). This criterion applies to scattered, random emissions of short duration. Sustained emissions from a given location (e.g., 1 minute or longer), regardless of the total length of emissions for the workday, are unacceptable and action shall be initiated to halt the emission.

If unacceptable visible emissions or releases are observed, the Contractor shall immediately shut down the emission-producing operations, clean up the debris, and change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future.

c) Ambient Air Monitoring. The Contractor shall perform ambient air monitoring according to the following:

- Monitor Siting. The Contractor shall collect and analyze air samples to evaluate levels of TSP-lead if there are sensitive receptors within 5 times the height of the structure or within 1000 ft. (305 m) of the structure, whichever is greater. If sensitive receptors are not located within these limits, monitoring is not required. Sensitive receptors are areas of public presence or access including, but not limited to, homes, schools, parks, playgrounds, shopping areas, livestock areas, and businesses. The motoring public is not considered to be a sensitive receptor for the purpose of ambient air monitoring.

  The Contractor shall locate the monitors according to SSPC-TU-7, in areas of public exposure and in areas that will capture the maximum pollutant emissions resulting from the work. The Contractor shall identify the recommended monitoring sites in the Ambient Air Monitoring Plan, including a sketch identifying the above. The monitors shall not be sited until the Engineer accepts the proposed locations.

- Equipment Provided by Contractor. The Contractor shall provide up to 4 monitors per work site and all necessary calibration and support equipment, power to operate them, security (or arrangements to remove and replace the monitors daily), filters, flow chart recorders and overnight envelopes for shipping the filters to the laboratory. The number of monitors required will be indicated in the Plan Notes. Each monitor shall be tagged with the calibration date.

- Duration of Monitoring. Monitoring shall be performed for the duration of dust-producing operations (e.g., paint removal, waste handling, containment clean-up and movement, etc.) or a minimum of 8 hours each day (when work is performed).

  The monitoring schedule shall be as follows:

  1. For dry abrasive blast cleaning monitoring shall be conducted full time during all days of dust-producing operations (e.g., paint removal, waste handling, containment movement, etc.).
  2. For wet abrasive blast cleaning, water jetting, or power tool cleaning, monitoring shall be conducted for the first 5 days of dust producing operations. If the results after 5 days are acceptable, monitoring may be discontinued. If the results are unacceptable, corrective action shall be initiated to correct the cause of the emissions, and monitoring shall continue for an additional 5 days. If the results are still unacceptable, the Engineer may direct that the monitoring continue full time.
  3. When monitoring is discontinued, if visible emissions are observed and/or the Contractor's containment system changes during the course of the project, then air monitoring will again be required for a minimum of two consecutive days until compliance is shown.

- Background Monitoring. Background samples shall be collected for two days prior to the start of work while no dust producing operations are underway to provide a baseline. The background monitoring shall include one weekday and one weekend day. The background monitoring shall coincide with the anticipated working hours for the paint removal operations, but shall last for a minimum of 8 hours each day.

- Monitor Operation and Laboratory Analysis.

  The Contractor shall calibrate the monitors according to the manufacturer's written instructions upon mobilization to the site and quarterly. Each monitor shall be tagged with the calibration date, and calibration information shall be provided to the Engineer upon request.

  All ambient air monitoring shall be performed by the Contractor according to the accepted Ambient Air Monitoring Plan and according to EPA regulations 40 CFR Part 50 Appendix B, Reference Method for the Determination of Suspended Particulate Matter in the Atmosphere (High-Volume Method), and 40 CFR Part 50 Appendix G, Reference Method for the Determination of Lead in Suspended Particulate Matter Collected from Ambient Air.

Filters shall be placed in monitors and monitors operated each day prior to start of dust-producing operations and the filters removed upon completion each day. The Contractor shall advise the Engineer in advance when the filters will be removed and replaced. The monitor operator shall record the following information, at a minimum, on field data and laboratory chain-of-custody forms (or equivalent):

1. Monitor location and serial number
2. Flow rate, supported by flow charts
3. Start, stop times and duration of monitoring
4. Work activities and location of work during the monitoring period
5. Wind direction/speed

For the first 5 days of monitoring, the Contractor shall submit the filters, field data and laboratory chain-of-custody forms together with the flow chart recorders (i.e. monitor flow rate and the duration of monitoring) on a daily basis in an overnight envelope to the laboratory for analysis. The laboratory must provide the Engineer with written results no later than 72 hours after the completion of each day's monitoring. At the discretion of the Engineer, if the initial 5 days of monitoring on full time monitoring projects is acceptable, the filters may be sent to the laboratory every 3 days rather than every day. Written results must be provided to the Engineer no later than 5 days after the completion of monitoring for the latest of the 3 days.

- Ambient Air Monitoring Results. The laboratory shall provide the report directly to the Engineer with a copy to the contractor. The report shall include:

1. Monitor identification and location
2. Work location and activities performed during monitoring period
3. Monitor flow rate, duration, and volume of air sampled
4. Laboratory methods used for filter digestion / analysis
5. Sample results for the actual duration of monitoring
6. Sample results expressed in terms of a 24 hour time weighted average. Assume zero for period not monitored.
7. Comparison of the results with the acceptance criteria indicating whether the emissions are compliant.
8. Field data and chain-of-custody records used to derive results.

Should revised reports or any information regarding the analysis be issued by the laboratory directly to the Contractor at any time, the contractor shall immediately provide a copy to the Engineer and advise the laboratory that the Engineer is to receive all information directly from the laboratory.

- Acceptance Criteria. TSP-lead results at each monitor location shall be less than 1.5 μg/cu m per calendar quarter converted to a daily allowance using the formulas from

SSPC Guide 6 as follows, except that the maximum 24-hour daily allowance shall be no greater than 6 μg/cu m.

The formula for determining a 24-hour daily value based on the actual number of paint disturbance days expected to occur during the 90-day quarter is:

DA = (90 ÷ PD) x 1.5 μg/cu m, where

DA is the daily allowance, and
PD is the number of preparation days anticipated in the 90-day period
If the DA calculation is > 6.0 μg/cu m, use 6.0 μg/cu m.

Regulated Areas. Physically demarcated regulated area(s) shall be established around exposure producing operations at the OSHA Action Level for the toxic metal(s) present in the coating. The Contractor shall provide all required protective clothing and equipment for personnel entering into a regulated area. Unprotected street clothing is not permitted within the regulated areas.

Hygiene Facilities/Protective Clothing/Blood Tests. The Contractor shall provide clean lavatory and hand washing facilities according to OSHA regulations and confirm that employees wash hands, forearms, and face before breaks. The facilities shall be located at the perimeter of the regulated area in close proximity to the paint removal operation. Shower facilities shall be provided when workers' exposures exceed the Permissible Exposure Limit. Showers shall be located at each bridge site, or if allowed by OSHA regulations, at a central location to service multiple bridges. The shower and wash facilities shall be cleaned at least daily during use.

All wash and shower water shall be filtered and containerized. The Contractor is responsible for filtration, testing, and disposal of the water.

The Contractor shall make available to all IDOT project personnel a base line and post project blood level screening determined by the whole blood lead method, utilizing the Vena-Puncture technique. This screening shall be made available every 2 months for the first 6 months, and every 6 months thereafter.

The Contractor shall provide IDOT project personnel with all required protective clothing and equipment, including disposal or cleaning. Clothing and equipment includes but is not limited to disposable coveralls with hood, booties, disposable surgical gloves, hearing protection, and safety glasses. The protective clothing and equipment shall be provided and maintained on the job site for the exclusive, continuous and simultaneous use by the IDOT personnel. This equipment shall be suitable to allow inspection access to any area in which work is being performed.

All handwash and shower facilities shall be fully available for use by IDOT project personnel.

Site Emergencies.

a) Stop Work. The Contractor shall stop work at any time the conditions are not within specifications and take the appropriate corrective action. The stoppage will continue until conditions have been corrected. Standby time and cost required for corrective action is at the Contractor's expense. The occurrence of the following events shall be reported in writing to IDOT and shall require the Contractor to automatically stop lead paint removal and initiate clean up activities.

- Airborne lead levels at any of the high volume ambient air monitoring locations that exceed the limits in this specification, or airborne lead in excess of the OSHA Action Level at the boundary of the regulated area.
- Break in containment barriers.
- Visible emissions in excess of the specification tolerances.
- Loss of negative air pressure when negative air pressure is specified (e.g., for dry abrasive blast cleaning).
- Serious injury within the containment area.
- Fire or safety emergency
- Respiratory system failure
- Power failure

b) Contingency Plans and Arrangements. The Engineer will refer to the contingency plan for site specific instructions in the case of emergencies.

The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of dust collection system, failure of supplied air system or any other event that may require modification of standard operating procedures during lead removal. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency. The Contractor shall post the telephone numbers and locations of emergency services including fire, ambulance, doctor, hospital, police, power company and telephone company on clean side of personnel decontamination area.

A two-way radio, or equal, as approved by the Engineer, capable of summoning emergency assistance shall be available at each bridge during the time the Contractor's personnel are at the bridge site under this contract. The following emergency response equipment described in the contingency plan (generic form attached) shall be available during this time as well: an appropriate portable fire extinguisher, a 55 gal (208 L) drum, a 5 gal (19 L) pail, a long handled shovel, absorbent material (one bag).

A copy of the contingency plan shall be maintained at each bridge during cleaning operations and during the time the Contractor's personnel are at the bridge site under this contract. The Contractor shall designate the emergency coordinator(s) required who shall be responsible for the activities described.

An example of a contingency plan is included at the end of this Special Provision.

Collection, Temporary Storage, Transportation and Disposal of Waste. The Contractor and the Department are considered to be co-generators of the waste.

The Contractor is responsible for all aspects of waste collection, testing and identification, handling, storage, transportation, and disposal according to these specifications and all applicable Federal, State, and Local regulations. The Contractor shall provide for Engineer review and acceptance a Waste Management Plan that addresses all aspects of waste handling, storage, and testing, and provides the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. The Department will not perform any functions relating to the waste other than provide EPA identification numbers, provide the Contractor with the emergency response information, the emergency response telephone number required to be provided on the manifest, and to sign the waste manifest. The Engineer will obtain the identification numbers from the state and federal environmental protection agencies for the bridge(s) to be painted and furnish those to the Contractor.

All surface preparation/paint residues shall be collected daily and deposited in all-weather containers supplied by the Contractor as temporary storage. The storage area shall be secure to prevent unauthorized entry or tampering with the containers. Acceptable measures include storage within a fully enclosed (e.g., fenced in) and locked area, within a temporary building, or implementing other reasonable means to reduce the possibility of vandalism or exposure of the waste to the public or the environment (e.g., securing the lids or covers of waste containers and roll-off boxes). Waste shall not be stored outside of the containers. Waste shall be collected and transferred to bulk containers taking extra precautions as necessary to prevent the suspension of residues in air or contamination of surrounding surfaces. Precautions may include the transfer of the material within a tarpaulin enclosure. Transfer into roll-off boxes shall be planned to minimize the need for workers to enter the roll-off box.

No residues shall remain on surfaces overnight, either inside or outside of containment. Waste materials shall not be removed through floor drains or by throwing them over the side of the bridge. Flammable materials shall not be stored around or under any bridge structures.

The all-weather containers shall meet the requirements for the transportation of hazardous materials and as approved by the Department. Acceptable containers include covered roll-off boxes and 55-gallon drums (17H). The Contractor shall insure that no breaks and no deterioration of these containers occurs and shall maintain a written log of weekly inspections of the condition of the containers. A copy of the log shall be furnished to the Engineer upon request. The containers shall be kept closed and sealed from moisture except during the addition of waste. Each container shall be permanently identified with the date that waste was placed into the container, contract number, hazardous waste name and ID number, and other information required by the IEPA.

The Contractor shall have each waste stream sampled for each project and tested by TCLP and according to EPA and disposal company requirements. The Engineer shall be notified in advance when the samples will be collected. The samples shall be collected and shipped for testing within the first week of the project, with the results due back to the Engineer within 10 days. Testing shall be considered included in the pay item for "Containment and Disposal of

Lead Paint Cleaning Residues." Copies of the test results shall be provided to the Engineer prior to shipping the waste.

Waste water generated from bridge washing, hygiene purposes, and cleaning of equipment shall be filtered on site to remove particulate and disposed of at a Publicly Owned Treatment Works (POTW) according to State regulations. The Contractor shall provide the Engineer with a letter from the POTW indicating that they will accept the waste water. If the POTW allows the filtered water to be placed into the sanitary sewer system, the Contractor shall provide a letter from the POTW indicating that based on the test results of the water, disposal in the sanitary sewer is acceptable to them. Water shall not be disposed of until the above letter(s) are provided to, and accepted by, the Engineer.

If approved abrasive additives are used that render the waste non-hazardous as determined by TCLP testing, the waste shall be classified as a non-hazardous special waste, transported by a licensed waste transporter, and disposed of at an IEPA permitted disposal facility in Illinois.

When paint is removed from the bridge without the use of abrasive additives, the paint, together with the surface preparation media (e.g. abrasive) shall be handled as a hazardous waste, regardless of the TCLP results. The waste shall be transported by a licensed hazardous waste transporter, treated by an IEPA permitted treatment facility to a non-hazardous special waste and disposed of at an IEPA permitted disposal facility in Illinois.

The treatment/disposal facilities shall be approved by the Engineer, and shall hold an IEPA permit for waste disposal and waste stream authorization for this cleaning residue. The IEPA permit and waste stream authorization must be obtained prior to beginning cleaning, except that if necessary, limited paint removal will be permitted in order to obtain samples of the waste for the disposal facilities. The waste shall be shipped to the facility within 90 days of the first accumulation of the waste in the containers. When permitted by the Engineer, waste from multiple bridges in the same contract may be transported by the Contractor to a central waste storage location(s) approved by the Engineer in order to consolidate the material for pick up, and to minimize the storage of waste containers at multiple remote sites after demobilization. Arrangements for the final waste pickup shall be made with the waste hauler by the time blast cleaning operations are completed or as required to meet the 90 day limit stated above.

The Contractor shall submit a waste accumulation inventory table to the Engineer no later than the 5th day of the month. The table shall show the number and size of waste containers filled each day in the preceding month and the amount of waste shipped that month, including the dates of shipments.

The Contractor shall prepare a manifest supplied by the IEPA for off-site treatment and disposal before transporting the hazardous waste off-site. The Contractor shall prepare a land ban notification for the waste to be furnished to the disposal facility. The Contractor shall obtain the handwritten signature of the initial transporter and date of the acceptance of the manifest. The Contractor shall send one copy of the manifest to the IEPA within two working days of transporting the waste off-site. The Contractor shall furnish the generator copy of the manifest and a copy of the land ban notification to the Engineer. The Contractor shall give the transporter the remaining copies of the manifest.

All other project waste shall be removed from the site according to Federal, State and Local regulations, with all waste removed from the site prior to final Contractor demobilization.

The Contractor shall make arrangements to have other hazardous waste, which he/she generates, such as used paint solvent, transported to the Contractor's facility at the end of each day that this waste is generated. These hazardous wastes shall be manifested using the Contractor's own generator number to a treatment or disposal facility from the Contractor's facility. The Contractor shall not combine solvents or other wastes with cleaning residue wastes. All waste streams shall be stored in separate containers.

The Contractor is responsible for the payment of any fines and undertaking any clean up activities mandated by State or federal environmental agencies for improper waste handling, storage, transportation, or disposal.

Contractor personnel shall be trained in the proper handling of hazardous waste, and the necessary notification and clean up requirements in the event of a spill. The Contractor shall maintain a copy of the personnel training records at each bridge site.

Basis of Payment. The soil, water, and air monitoring, containment, collection, temporary storage, transportation, testing and disposal of all project waste, and all other work described herein will be paid for at the contract lump sum price for CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES at the designated location. Payment will not be authorized until all requirements have been fulfilled as described in this specification, including the preparation and submittal of all QC documentation, submittal of environmental monitoring and waste test results, and disposal of all waste.

Appendix 1 – Reference List

The Contractor shall maintain the following reference standards and regulations on site for the duration of the project:

- Illinois Environmental Protection Agency – Information Statement on the Removal of Lead-Based Paint from Exterior Surfaces, latest revision
- Illinois Environmental Protection Act
- SSPC Guide 6, Guide for Containing Debris Generated During Paint Removal Operations
- 29 CFR 1926.62, Lead in Construction
- 40 CFR Part 50, Appendix B, Reference Method for the Determination of Suspended Particulate Matter in the Atmosphere (High-Volume Method)
- 40 CFR Part 50, Appendix G, Reference Method for the Determination of Lead in Suspended Particulate Matter Collected from Ambient Air
- SSPC Guide 16, Guide to Specifying and Selecting Dust Collectors
- SSPC TU-7, Conducting Ambient Air, Soil, and Water Sampling Activities During Surface Preparation and Paint Disturbance Activities.

Table 1
Containment Criteria for Removal of Paint Containing Lead and Other Toxic Metals[1]

Removal Method	SSPC Class[2]	Containment Material Flexibility	Containment Material Permeability[3]	Containment Support Structure	Containment Material Joints[4]
Hand Tool Cleaning	3P[6]	Rigid or Flexible	Permeable or Impermeable	Minimal	Partially Sealed
Power Tool Cleaning w/ Vacuum	3P[6]	Rigid or Flexible	Permeable or Impermeable	Minimal	Partially Sealed
Power Tool Cleaning w/o Vacuum	2P	Rigid or Flexible	Permeable or Impermeable	Rigid or Flexible	Fully or Partially Sealed
Water Jetting Wet Ab Blast Water Cleaning[7]	2W-3W	Rigid or Flexible	Permeable and Impermeable[7]	Rigid, Flexible, or Minimal	Fully and Partially Sealed
Abrasive Blast Cleaning	1A	Rigid or Flexible	Impermeable	Rigid or Flexible	Fully Sealed
Vacuum Blast Cleaning	4A[6]	Rigid or Flexible	Permeable	Minimal	Partially Sealed

Table 1 (Continued)
Containment Criteria for Removal of Paint Containing Lead and Other Toxic Metals[1]

Removal Method	SSPC Class[2]	Containment Entryway	Ventilation System Required[5]	Negative Pressure Required	Exhaust Filtration Required
Hand Tool Cleaning	3P[6]	Overlapping or Open Seam	Natural	No	No
Power Tool Cleaning w/ Vacuum	3P[6]	Overlapping or Open Seam	Natural	No	No
Power Tool Cleaning w/o Vacuum	2P	Overlapping or Open Seam	Natural	No	No
Water Jetting Wet Ab Blast Water Cleaning[7]	2W-3W	Overlapping or Open Seam	Natural	No	No
Abrasive Blast Cleaning	1A	Airlock or Resealable	Mechanical	Yes	Yes
Vacuum Blast Cleaning	4A[6]	Open Seam	Natural	No	No

Notes:

[1]This table provides general design criteria only. It does not guarantee that specific controls over emissions will occur because unique site conditions must be considered in the design. Other combinations of materials may provide controls over emissions equivalent to or greater than those combinations shown above.

[2]The SSPC Classification is based on SSPC Guide 6. Note that for work over water, water booms or boats with skimmers must be employed, where feasible, to contain spills or releases. Debris must be removed daily at a minimum.

[3]Permeability addresses both air and water as appropriate. In the case of water removal methods, the containment materials must be resistant to water. Ground covers should always impermeable, and of sufficient strength to withstand the impact and weight of the debris and the equipment used for collection and clean-up. Ground covers must also extend beyond the containment boundary to capture escaping debris.

[4] If debris escapes through the seams, then additional sealing of the seams and joints is required.

[5]When "Natural" is listed, ventilation is not required provided the emissions are controlled as specified in this Special Provision, and provided worker exposures are properly controlled. If unacceptable emissions or worker exposures to lead or other toxic metals occur, incorporate a ventilation system into the containment.

[6]Ground covers and wall tarpaulins may provide suitable controls over emissions without the need to completely enclose the work area.

[7]This method applies to water cleaning to remove surface contaminants, and water jetting (with and without abrasive) and wet abrasive blast cleaning where the goal is to remove paint. Although both permeable and impermeable containment materials are included, ground covers and the lower portions of the containment must be water impermeable with fully sealed joints, and of sufficient strength and integrity to facilitate the collection and holding of the water and debris for proper disposal. If water or debris, other than mist, escape through upper sidewalls or ceiling areas constructed of permeable materials, they shall be replaced with impermeable materials. Permeable materials for the purpose of this specification are defined as materials with openings measuring 25 mils (1 micron) or less in greatest dimension.

A. Containment Components - The basic components that make up containment systems are defined below. The components are combined in Table 1 to establish the minimum containment system requirements for the method(s) of paint removal specified for the Contract.

1. Rigidity of Containment Materials - Rigid containment materials consist of solid panels of plywood, aluminum, rigid metal, plastic, fiberglass, composites, or similar materials. Flexible materials consist of screens, tarps, drapes, plastic sheeting, or similar materials. When directed by the Engineer, do not use flexible materials for horizontal surfaces directly over traffic lanes or vertical surfaces in close proximity to traffic lanes. If the Engineer allows the use of flexible materials, The Contractor shall take special precautions to completely secure the materials to prevent any interference with traffic.

2. Permeability of Containment Materials - The containment materials are identified as air impenetrable if they are impervious to dust or wind such as provided by rigid panels, coated solid tarps, or plastic sheeting. Air penetrable materials are those that are formed or woven to allow air flow. Water impermeable materials are those that are capable of containing and controlling water when wet methods of preparation are used. Water permeable materials allow the water to pass through. Chemical resistant materials are those resistant to chemical and solvent stripping solutions. Use fire retardant materials in all cases.

3. Support Structure - Rigid support structures consist of scaffolding and framing to which the containment materials are affixed to minimize movement of the containment cocoon. Flexible support structures are comprised of cables, chains, or similar systems to which the containment materials are affixed. Use fire retardant materials in all cases.

4. Containment Joints - Fully sealed joints require that mating surfaces between the containment materials and to the structure being prepared are completely sealed. Sealing measures include tape, caulk, Velcro, clamps, or other similar material capable of forming a continuous, impenetrable or impermeable seal. When materials are overlapped, a minimum overlap of 8 in. (200 mm) is required.

5. Entryway - An airlock entryway involves a minimum of one stage that is fully sealed to the containment and which is maintained under negative pressure using the ventilation system of the containment. Resealable door entryways involve the use of flexible or rigid doors capable of being repeatedly opened and resealed. Sealing methods include the use of zippers, Velcro, clamps, or similar fasteners. Overlapping door tarpaulin entryways consist of two or three overlapping door tarpaulins.

6. Mechanical Ventilation - The requirement for mechanical ventilation is to ensure that adequate air movement is achieved to reduce worker exposure to toxic metals to as low as feasible according to OSHA regulations (e.g., 29 CFR 1926.62), and to enhance visibility. Design the system with proper exhaust ports or plenums, adequately sized ductwork, adequately sized discharge fans and air cleaning devices (dust collectors) and properly sized and distributed make-up air points to achieve a uniform air flow inside containment for visibility. The design target for airflow shall be a minimum of 100 ft. (30.5m) per minute cross-draft or 60 ft. (18.3 m) per minute downdraft. Increase these minimum airflow requirements if necessary to address worker lead exposures. Natural ventilation does not require the use of mechanical equipment for moving dust and debris through the work area.

7. Negative Pressure - When specified, achieve a minimum of 0.03 in. (7.5 mm) water column (W.C.) relative to ambient conditions, or confirm through visual assessments for the concave appearance of the containment enclosure.

8. Exhaust Ventilation - When mechanical ventilation systems are used, provide filtration of the exhaust air, to achieve a filtration efficiency of 99.9 percent at 0.02 mils (0.5 microns).

HAZARDOUS WASTE
CONTINGENCY PLAN
FOR
LEAD BASED PAINT REMOVAL PROJECTS

Bridge No.: _____
Location: _____
USEPA Generator No.: _____
IEPA Generator No.: _____

Note:

1. A copy of this plan must be kept at the bridge while the Contractor's employees are at the site.

2. A copy of the plan must be mailed to the police and fire departments and hospital identified herein.

Primary Emergency Coordinator

Name: _____
Address: _____
City: _____
Phone: (Work) _____
(Home) _____

Alternate Emergency Coordinator

Name: _____
Address: _____
City: _____
Phone: (Work) _____
(Home) _____

Emergency Response Agencies

POLICE:

1. State Police (if bridge not in city) Phone:_____

   District No. _____

   Address: _____

2. County Sheriff _____Phone: _____

   County: _____

   Address: _____

3. City Police _____Phone: _____

   District No. _____

   Address: _____

Arrangements made with police: (Describe arrangements or refusal by police to make arrangements):

_____

_____

FIRE:

1. City _____Phone: _____

   Name: _____

   Address:_____

2. Fire District _____Phone: _____

   Name: _____

   Address: _____

3. Other _____Phone: _____

Name: _____

Address: _____

Arrangements made with fire departments: (Describe arrangements or refusal by fire departments to make arrangements):

_____

_____

HOSPITAL:

Name: _____Phone: _____

Address:_____

Arrangements made with hospital: (Describe arrangements or refusal by hospital to make arrangements):

_____

_____

Properties of waste and hazard to health:

Places where employees working:

Location of Bridge:

Types of injuries or illness which could result:

Appropriate response to release of waste to the soil:

Appropriate response to release of waste to surface water:

Emergency Equipment at Bridge

Emergency Equipment List	Location of Equipment	Description of Equipment	Capability of Equipment
1. Two-way radio	Truck		Communication
2. Portable Fire Extinguisher	Truck		Extinguishes Fire
3. Absorbent Material	Truck		Absorbs Paint or Solvent Spills
4. Hand Shovel	Truck		Scooping Material
5. 55 Gallon (208 L) Drum	Truck		Storing Spilled Material
6. 5 Gallon (19 L) Pail	Truck		Storing Spilled Material

Emergency Procedure

1. Notify personnel at the bridge of the emergency and implement emergency procedure.

2. Identify the character, source, amount and extent of released materials.

3. Assess possible hazards to health or environment.

4. Contain the released waste or extinguish fire. Contact the fire department if appropriate.

5. If human health or the environment is threatened, contact appropriate police and fire department. In addition, the Emergency Services and Disaster Agency needs to be called using their 24-hour toll free number (800-782-7860) and the National Response Center using their 24-hour toll free number (800-824-8802).

6. Notify the Engineer that an emergency has occurred.

7. Store spilled material and soil contaminated by spill, if any, in a drum or pail. Mark and label the drum or pail for disposal.

8. Write a full account of the spill or fire incident including date, time, volume, material, and response taken.

9. Replenish stock of absorbent material or other equipment used in response.

SILICONE BRIDGE JOINT SEALER
Effective: August 1, 1995
Revised: October 15, 2011

Description. This work shall consist of furnishing all labor, equipment and materials necessary to install the silicone joint sealer as shown on the plans and as specified herein.

When specified, a polymer concrete nosing compatible with the silicone sealant as required by the sealant manufacturer shall be installed. The minimum dimensions for a polymer concrete nosing cross section are 1 1/2 in. (40 mm) deep by 3 1/2 in. (90 mm) wide. The polymer concrete shall be furnished and installed according to the Special Provision for "Polymer Concrete".

Materials:

(a) Silicone Joint Sealer. The silicone joint sealer shall cure in less than one week, and shall accommodate typical bridge movements and traffic within 8 hours. The sealant shall be self-leveling, cold applied, and two component. The sealant, upon curing, shall demonstrate resilience, flexibility and resistance to moisture and puncture. The sealant shall also demonstrate excellent adhesion to portland cement concrete, polymer concrete and steel over a range of temperatures from -30 to 130°F (-34 to 54°C) while maintaining a watertight seal. The sealant shall not contain any solvents or diluents that cause shrinkage or expansion during curing. In addition, acid cure sealants will not be permitted. The date of manufacture shall be provided with each lot. Materials twelve months old or older from the date of manufacture will not be accepted. The manufacturer shall certify that the sealant meets or exceeds the following test requirements before installation begins. The Department reserves the right to test representative samples from material proposed for use.

Physical Properties:

Each component as supplied:	
Specific Gravity (ASTM D 1475)	1.2-1.4
Extrusion Rate (ASTM C 1183)	200 - 600 grams per minute
Durometer Hardness, "00" (ASTM C 661) (32°F and 77 ± 3°F (0° and 25°C ± 1°C))	40-80
Accelerated Weathering (ASTM C 793)	No chalking, cracking or bond loss after 5,000 hours.
After Mixing:	
Tack Free Time (ASTM C 679)	60 minutes max.

Upon Complete Cure: (ASTM D 5329)

Joint Elongation (Tensile Adhesion)	600% min
Joint Modulus	3-15 psi (21-103 kPa) @ 100% elongation

[1]Modified; Sample cured 7 days at 77 ± 2°F (25±1°C) 50 ± 5% relative humidity

(b) Backer Rod. The backer rod shall conform to ASTM D 5249, Type 3.

CONSTRUCTION REQUIREMENTS

General. The Contractor shall furnish the Engineer with the manufacturer's product information and installation procedures at least two weeks prior to installation.

When placing the silicone against concrete, the concrete surface shall be dry. For newly placed concrete, the concrete shall be fully cured and allowed to dry out a minimum of seven additional days prior to placement of the silicone. Cold, wet, inclement weather will require an extended drying time.

(a) Surface Preparation:

(1) Sandblasting. Both faces of the joint shall be sandblasted. A separate pass for each face for the full length of the joint and to the design depth of the center of the backer rod will be required. The nozzle shall be held at an angle of 30-90 degrees to the joint face, at a distance of 1 – 2 in. (25-50 mm).

For portland cement concrete and polymer concrete surfaces, sandblasting will be considered acceptable when both joint faces have a roughened surface with clean, exposed aggregate. The surface shall be free of foreign matter or plastic residue.

For steel surfaces, sandblasting will be considered acceptable when the steel surfaces have been cleaned to an SSPC-SP10 degree of cleanliness.

After sandblasting is completed, the joint shall be cleaned of debris using compressed air with a minimum pressure of 90 psi (620 kPa). The air compressor shall be equipped with traps to prevent the inclusion of water and/or oil in the air line.

(2) Priming. Priming shall be according to the manufacturer's instructions. This operation will immediately follow sandblasting and cleaning, and will only be permitted to proceed when the air and substrate temperatures are at least 41°F (5°C) and rising. Sandblasting, priming and sealing shall be performed on the same day. Surfaces to be primed shall be primed using a brush applied primer. For steel surfaces, when specified per the manufacturer's instructions, the primer shall be allowed to cure before proceeding. The minimum cure time shall be extended according to the manufacturer's recommendations when the substrate temperature is below 60°F (15°C).

The primer shall be supplied in original containers and shall have a "use-by" date clearly marked on them. Only primer, freshly poured from the original container into clean pails will be permitted. The primer shall be used immediately. All primer left in the pail after priming shall be disposed of and shall not be reused.

(b) Joint Installation:

(1) Backer Rod Placement. The backer rod shall be installed to a uniform depth as specified on the plans and as recommended by the manufacturer. All splices in the backer rod shall be taped to prevent material loss during sealing. The backer rod shall be installed to within 1/8 in. (3 mm) tolerance prior to sealing.

(2) Sealant Placement. The sealant shall be 1/2 in. (13 mm) thick within ± 1/8 in. (3 mm) tolerance as measured in the center of the joint at the thinnest point. The sealant thickness shall be measured during installation every ±2 ft. (±600 mm). Adjustments to correct sealant thickness to within tolerance shall be made immediately before the sealant begins to set up. Sealant placement will only be permitted when the air and substrate temperatures are above 41°F (5°C) and 5°F (2.8°C) above the dew point. The joint shall be kept clean and dry during sealing. If the joint becomes wet and/or dirty during sealing, the operation shall stop until the joint has been restored to a clean and dry state.

Sealing shall be performed using a pneumatic gun approved by the sealant manufacturer. Prior to sealing, the gun shall be inspected to insure that it is in proper working order and that it is being operated at the recommended air pressure.

The gun shall demonstrate proper mixing action before sealant is placed in the joint. All unmixed sealant found in the joint shall be removed and replaced.

After the Engineer has determined that the pneumatic gun is functioning properly, the joint shall be sealed to the thickness and depth as shown on the plans. The sealant shall achieve initial set before opening the joint to traffic.

End of seal treatment at vertical faces of curbs, sidewalks or parapets shall be as recommended by the manufacturer and as shown on the plans.

Sealant placed incorrectly shall be removed and replaced by the Contractor.

(3) Field Testing. A minimum of one joint per bridge per joint configuration will be tested by the Engineer by performing a "Pull Test". The sealant shall cure for a minimum of 24 hours before testing. The locations for the tests will be determined by the Engineer. The tests will be performed per the manufacturer's instructions. As part of the test, the depth and thickness of the sealant will be verified. All joint system installations failing to meet the specifications shall be removed and replaced, by the Contractor, to the satisfaction of the Engineer. In addition, the Pull Test is a

destructive test; the Contractor shall repair the joint after completion of the test per the manufacturer's instructions.

Method of Measurement. The installed joint sealer will be measured in feet (meters) along the centerline of the joint.

Basis of Payment. The silicone joint sealer measured as specified will be paid for at the contract unit price per foot (meter) for SILICONE JOINT SEALER, of the size specified. When a polymer concrete nosing is specified it shall not be included in this item but will be paid for according to the Special Provision for "Polymer Concrete".

DECK SLAB REPAIR
Effective: May 15, 1995
Revised: October 15, 2011

This work shall consist of hot-mix asphalt surface removal, when required, the removal and disposal of all loose and deteriorated concrete from bridge deck and the replacement with new concrete to the original top of deck. The work shall be done according to the applicable requirements of Sections 501, 503 and 1020 of the Standard Specifications and this Special Provision.

Deck slab repairs will be classified as follows:

(a) Partial-Depth. Partial-depth repairs shall consist of removing the loose and unsound deck concrete, disposing of the concrete removed and replacing with new concrete. The removal may be performed by chipping with power driven hand tools or by hydro-scarification equipment. The depth shall be measured from the top of the concrete deck surface, at least 3/4 in. (20 mm) but not more than 1/2 the concrete deck thickness.

(b) Full-Depth. Full-depth repairs shall consist of removing concrete full-depth of the deck, disposing of the concrete removed, and replacing with new concrete to the original concrete deck surface. The removal may be performed with power driven hand tools, hydraulic impact equipment, or by hydro-scarification equipment. Full-depth repairs shall be classified for payment as Full-Depth, Type I and Full-Depth, Type II according to the following:

Type I Full-depth patches less than or equal to 5 sq. ft. (0.5 sq m) in area. The minimum dimensions for a patch shall be 1 ft. x 1 ft. (300 mm x 300 mm).

Type II Full-depth patches greater than 5 sq. ft. (0.5 sq. m) in area.

Materials.

Materials shall be according to Article 1020.02.

Portland cement concrete for partial and full-depth repairs shall be according to Section 1020. Class PP-1, PP-2, PP-3, PP-4, PP-5 or BS concrete shall be used at the Contractor's option unless noted otherwise on the contract plans. For Class BS concrete, a CA 13, 14, or 16 shall be used. If the BS concrete mixture is used only for full depth repairs, a CA-11 may be used.

Equipment:

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

(a) Surface Preparation Equipment. Surface preparation and concrete removal equipment shall be according to the applicable portions of Section 1100 and the following:

(1) Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.

(2) Blast Cleaning Equipment. The blast cleaning may be performed by wet sandblasting, high-pressure waterblasting, shotblasting or abrasive blasting. Blast cleaning equipment shall be capable of removing rust and old concrete from exposed reinforcement bars, and shall have oil traps.

(3) Power-Driven Hand Tools. Power-driven hand tools will be permitted including jackhammers lighter than the nominal 45 lb. (20 kg) class. Chipping hammers heavier than a nominal 15 lb. (6.8 kg) class shall not be used for removing concrete from below any reinforcing bar for partial depth repairs, or for removal within 1 ft (300 mm) of existing beams, girders or other supporting structural members that are to remain in service or within 1 ft (300 mm) of the boundaries of full-depth repairs. Jackhammers or chipping hammers shall not be operated at an angle in excess of 45 degrees measured from the surface of the slab.

(4) Hydraulic Impact Equipment. Hydraulic impact equipment with a maximum rated striking energy of 360 ft-lbs (270 J) may be permitted only in areas of full depth removal more than 1 ft (300 mm) away from existing beams, girders or other supporting structural members that are to remain in service or more than 1 ft (300 mm) from the boundaries of full-depth repairs.

(5) Hydro-Demolition Equipment. The hydro-demolition equipment shall consist of filtering and pumping units operating with a remote-controlled robotic device. The equipment shall use water according to Section 1002. The equipment shall be capable of being controlled to remove only unsound concrete.

(b) Concrete Equipment: Equipment for proportioning and mixing the concrete shall be according to Article 1020.03.

(c) Finishing Equipment: Finishing equipment shall be according to Article 1103.17. Adequate hand tools will be permitted for placing and consolidating concrete in the patch areas and for finishing small patches.

Construction Requirements: Sidewalks, curbs, drains, reinforcement and/or existing transverse and longitudinal joints which are to remain in place shall be protected from damage during removal and cleaning operations.

The Contractor shall control the runoff water generated by the various construction activities in such a manner as to minimize, to the maximum extent practicable, the discharge of untreated effluent into adjacent waters, and shall properly dispose of the solids generated according to Article 202.03. The Contractor shall submit a water management plan to the Engineer

specifying the control measures to be used. The control measures shall be in place prior to the start of runoff water generating activities. Runoff water shall not be allowed to constitute a hazard to adjacent or underlying roadways, waterways, drainage areas or railroads nor be allowed to erode existing slopes.

(a) Hot-Mix Asphalt Surface Removal.

The hot-mix asphalt surface course and all waterproofing membrane shall be removed and disposed of according to applicable portions of Articles 440.04 and 440.06, except milling equipment will not be allowed if the deck is to receive a waterproofing membrane system. If the overlay or waterproofing membrane contains asbestos fibers, removal shall be in accordance with the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Hot-mix Asphalt Surface Removal". Removal of the hot-mix asphalt surface by the use of radiant or direct heat will not be permitted.

(b) Surface Preparation:

All loose, disintegrated and unsound concrete shall be removed from portions of the deck slab shown on the plans or as designated by the Engineer. The Engineer will determine the limits of removal as the work progresses.

The Contractor shall take care not to damage reinforcement bars or expansion joints which are to remain in place. Any damage to reinforcement bars or expansion joints shall be corrected at the Contractor's expense. All loose reinforcement bars, as determined by the Engineer, shall be retied at the Contractor's expense.

(1) Partial-Depth. Areas to be repaired will be determined and marked by the Engineer. A concrete saw shall be used to provide vertical edges approximately 3/4 in. (20 mm) deep around the perimeter of the area to be patched when a concrete overlay is not specified. Where high steel is present, the depth may be reduced as directed by the Engineer. A saw cut will not be required on those boundaries along the face of the curb, parapet or joint or when sharp vertical edges are provided by hydro-demolition.

The loose and unsound concrete shall be removed by chipping, with power driven hand tools or by hydro-demolition equipment. All exposed reinforcing bars and newly exposed concrete shall be thoroughly blast cleaned. Where, in the judgment of the Engineer, the bond between existing concrete and reinforcement steel within the patch area has been destroyed, the concrete adjacent to the bar shall be removed to a depth that will permit new concrete to bond to the entire periphery of the exposed bar. A minimum of 1 in. (25 mm) clearance will be required. The Engineer may require enlarging a designated removal area should inspection indicate deterioration beyond the limits previously designated. In this event, a new saw cut shall be made around the extended area before additional removal is begun. The removal area shall not be enlarged solely to correct debonded reinforcement or deficient lap lengths.

(2) Full-Depth. Concrete shall be removed as determined by the Engineer within all areas designated for full-depth repair and in all designated areas of partial depth repair in which unsound concrete is found to extend below half the concrete deck thickness. Full depth removal shall be performed according to Article 501.05 except that hydraulic impact equipment may be permitted in areas of full depth removal more than 1 ft (300 mm) away from the edges of existing beams, girders or other supporting structural members or more than 1 ft (300 mm) from the boundaries of full-depth repairs. Saw cuts shall be made on the top of the deck, except those boundaries along the face of curbs, parapets and joints or where hydro-demolition provided sharp vertical edges. The top saw cut may be omitted if the deck is to receive an overlay.

Forms for full-depth repair may be supported by hangers with adjustable bolts or by blocking from the beams below. When approved by the Engineer, forms for Type 1 patches may be supported by No. 9 wires or other devices attached to the reinforcement bars.

All form work shall be removed after the curing sequence is complete and prior to opening to traffic.

(3) Reinforcement Treatment. Care shall be exercised during concrete removal to protect the reinforcement bars and structural steel from damage. Any damage to the reinforcement bars or structural steel to remain in place shall be repaired or replaced. All existing reinforcement bars shall remain in place except as herein provided for corroded bars. Tying of loose bars will be required. Reinforcing bars which have been cut or have lost 25 percent or more of their original cross sectional area shall be supplemented by new in kind reinforcement bars. New bars shall be lapped a minimum of 32 bar diameters to existing bars. An approved mechanical bar splice capable of developing in tension at least 125 percent of the yield strength of the existing bar shall be used when it is not feasible to provide the minimum bar lap. No welding of bars will be permitted.

(4) Cleaning. Immediately after completion of the concrete removal and reinforcement repairs, the repair areas shall be cleaned of dust and debris. Once the initial cleaning is completed, the repair areas shall be thoroughly blast cleaned to a roughened appearance free from all foreign matter. Particular attention shall be given to removal of concrete fines. Any method of cleaning which does not consistently produce satisfactory results shall be discontinued and replaced by an acceptable method. All debris, including water, resulting from the blast cleaning shall be confined and shall be immediately and thoroughly removed from all areas of accumulation. If concrete placement does not follow immediately after the final cleaning, the area shall be carefully protected with well-anchored polyethylene sheeting.

Exposed reinforcement bars shall be free of dirt, detrimental scale, paint, oil, or other foreign substances which may reduce bond with the concrete. A tight non-scaling

coating of rust is not considered objectionable. Loose, scaling rust shall be removed by rubbing with burlap, wire brushing, blast cleaning or other methods approved by the Engineer.

(c) Placement & Finishing of Concrete Repair:

(1) Bonding Method. The patch area shall be cleaned to the satisfaction of the Engineer and shall be thoroughly wetted and maintained in a dampened condition with water for at least 12 hours before placement of the concrete. Any excess water shall be removed by compressed air or by vacuuming prior to the beginning of concrete placement. Water shall not be applied to the patch surface within one hour before or at any time during placement of the concrete.

(2) Concrete Placement.

The concrete shall be placed and consolidated according to Article 503.07 and as herein specified. Article 1020.14 shall apply.

When an overlay system is not specified, the patches shall be finished according to Article 503.16 (a), followed by a light brooming.

(d) Curing and Protection.

Concrete patches shall be cured by the Wetted Burlap or Wetted Cotton Mat Method according to Article 1020.13 (a)(3) or Article 1020.13 (a)(5). The curing period shall be 3 days for Class PP-1, PP-2, PP-3, PP-4, and PP-5 concrete. The curing period shall be 7 days for Class BS concrete. In addition to Article 1020.13, when the air temperature is less than 55° F (13° C), the Contractor shall cover the patch according to Article 1020.13 (d)(1) with minimum R12 insulation. Insulation is optional when the air temperature is 55° F. - 90° F (13° C - 32° C). Insulation shall not be placed when the air temperature is greater than 90° F (32° C). A 72-hour minimum drying period shall be required before placing waterproofing or hot-mix asphalt surfacing.

(e) Opening to Traffic.

No traffic will be permitted on a patch until after the specified cure period, and the concrete has obtained a minimum compressive strength of 4000 psi (27.6 MPa) or flexural strength of 675 psi (4.65 MPa).

Construction equipment will be permitted on a patch during the cure period if the concrete has obtained the minimum required strength. In this instance, the strength specimens shall be cured with the patch.

Method of Measurement.

When specified, hot-mix asphalt surface removal and full or partial depth repairs will be measured for payment and computed in square yards (square meters).

Basis of Payment.

The hot-mix asphalt surface removal will be paid for at the contract unit price per square yard (square meter) for HOT-MIX ASPHALT SURFACE REMOVAL (DECK). Areas removed and replaced up to and including a depth of half the concrete deck thickness will be paid for at the contract unit price per square yard (square meter) for DECK SLAB REPAIR (PARTIAL). Areas requiring removal greater than a depth of half the concrete deck thickness shall be removed and replaced full depth and will be paid for at the contract unit price per square yard (square meter) for DECK SLAB REPAIR (FULL DEPTH, TYPE I) and/or DECK SLAB REPAIR (FULL DEPTH, TYPE II).

When corroded reinforcement bars are encountered in the performance of this work and replacement is required, the Contractor will be paid according to Article 109.04.

No payment will be allowed for removal and replacement of reinforcement bars damaged by the Contractor in the performance of his/her work or for any increases in dimensions needed to provide splices for these replacement bars.

Removal and disposal of asbestos waterproofing and/or asbestos bituminous concrete will be paid for as specified in the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Hot-Mix Asphalt Surface Removal".

JACK AND REMOVE EXISTING BEARINGS
Effective: April 20, 1994
Revised: January 1, 2007

Description: This work consists of furnishing all labor, tools and equipment for jacking and supporting the existing beams/slab while removing the bearing assembly. The Contractor is responsible for the complete design of the bridge lifting procedures and the materials used. The Contractor shall furnish and place all bracing, shoring, blocking, cribbing, temporary structural steel, timber, shims, wedges, hydraulic jacks, and any other materials and equipment necessary for safe and proper execution of the work. The Contractor shall remove and dispose of the bearings according to Article 501.05 of the Standard Specifications.

Construction Requirements: The Contractor shall submit details and calculations of his/her proposed jacking systems and temporary support procedures for approval by the Engineer before commencing work. At any time during the bridge raising operations, the Engineer may require the Contractor to provide additional supports or measures in order to furnish an added degree of safety. The Contractor shall provide such additional supports or measures at no additional cost to the Department. Neither added precautions nor the failure of the Engineer to order additional protection will in any way relieve the Contractor of sole responsibility for the safety of lives, equipment and structure.

(a) Jack and Remove Existing Bearings with bridge deck in place. Jacking and cribbing under and against the existing diaphragms, if applicable, will not be allowed. The Contractor's jacking plans and procedures shall be designed and sealed by an Illinois Licensed Structural Engineer.

In all cases, traffic shall be removed from the portion of the structure to be jacked prior to and during the entire time the load is being supported by the hydraulic pressure of the jack(s). The minimum jack capacity per beam shall be as noted in the plans. Whenever possible, traffic shall be kept off that portion of the structure during the entire bearing replacement operation. The shoring or cribbing supporting the beam(s) during bearing replacement shall be designed to support the dead load plus one half of the live load and impact shown in the plans. If traffic cannot be kept off that portion of the structure during the bearing replacement then the shoring or cribbing supporting the beam(s) shall be designed to support the dead load and full live load and impact shown in the plans.

No jacking shall be allowed during the period of placement and cure time required for any concrete placed in the span(s) contributing loads to the bearings to be jacked and removed.

Jacking shall be limited to 1/8 in. (4 mm) maximum when jacking one bearing at a time. Simultaneous jacking of all beams at one support may be performed provided the maximum lift is 1/4 in. (7 mm) and the maximum differential displacement between adjacent beams is 1/8 in. (4 mm). Suitable gauges for the measurement of superstructure movement shall be furnished and installed by the Contractor.

(b) Jack and Remove Existing Bearings when entire bridge deck is removed. Jacking and bearing removal shall be done after the removal of the existing bridge deck is complete. The Contractor's plans and procedures for the proposed jacking and cribbing system shall be designed and sealed by an Illinois Licensed Structural Engineer, unless jacking can be accomplished directly from the bearing seat under the beams or girders.

Jacking shall be limited to 1/4 in. (7 mm) maximum when jacking one beam at a time. Simultaneous jacking of all beams at one support may be performed provided the maximum lift is 3/4 in. (19 mm) and the maximum differential displacement between adjacent beams is 1/4 in. (7 mm). When staged construction is utilized, simultaneous jacking of all beams shall be limited to 1/4 in. (7 mm) unless the diaphragms at the stage line are disconnected, in which case the maximum lift is 3/4 in. (19 mm). Suitable gauges for the measurement of superstructure movement shall be furnished and installed by the Contractor.

The Contractor shall be responsible for restoring to their original condition, prior to jacking, the drainage ditches, pavement, or slopewall disturbed by the cribbing footings.

Basis of Payment: This work will be paid for at the contract unit price each for JACK AND REMOVE EXISTING BEARINGS.

STRUCTURAL REPAIR OF CONCRETE
Effective: March 15, 2006
Revised: February 6, 2013

Description. This work shall consist of structurally repairing concrete.

Materials. Materials shall be according to the following.

Item	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) R1 or R2 Concrete (Note 2)	
(c) Normal Weight Concrete (Notes 3 and 4)	
(d) Shotcrete (High Performance) (Note 5)	
(e) Reinforcement Bars	1006.10
(f) Anchor Bolts	1006.09
(g) Water	1002
(h) Curing Compound (Type I)	1022.01
(i) Cotton Mats	1022.02
(j) Protective Coat	1023.01
(k) Epoxy (Note 6)	1025
(l) Mechanical Bar Splicers	508.06(c)

Note 1. The concrete shall be Class SI, except the cement factor shall be a minimum 6.65 cwt/cu yd (395 kg/cu m), the coarse aggregate shall be a CA 16, and the strength shall be a minimum 4000 psi (27,500 kPa) compressive or 675 psi (4650 kPa) flexural at 14 days. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump, but a cement factor reduction according to Article 1020.05(b)(8) is prohibited. A self-consolidating concrete mixture is also acceptable per Article 1020.04, except the mix design requirements of this note regarding the cement factor, coarse aggregate, strength, and cement factor reduction shall apply.

Note 2. The R1 or R2 concrete shall be from the Department's approved list of Packaged, Dry, Rapid Hardening, Cementitious Materials for Concrete Repairs. The R1 or R2 concrete shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump, and a retarder may be required to allow time to perform the required field tests. The admixtures shall be per the manufacturer's recommendation, and the Department's approved list of Concrete Admixtures shall not apply.

Note 3. The "high slump" packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. The cement factor shall be 6.65 cwt/cu yd (395 kg/cu m) minimum to 7.05 cwt/cu yd (418 kg/cu

m) maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The "high slump" packaged concrete mixture shall have a maximum water soluble chloride ion content of < 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the "high slump" packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department. The coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump. The admixture shall be per the manufacturer's recommendation, and the Department's approved list of Concrete Admixtures shall not apply. A maximum slump of 10 in. (250 mm) may be permitted if no segregation is observed by the Engineer in a laboratory or field evaluation.

Note 4 The "self-consolidating concrete" packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. The cement factor shall be 6.65 cwt/cu yd (395 kg/cu m) minimum to 7.05 cwt/cu yd (418 kg/cu m) maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The "self-consolidating concrete" packaged concrete mixture shall have a maximum water soluble chloride ion content of < 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the "self-consolidating concrete" packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department. The concrete mixture should be uniformly graded, and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used. The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. The admixtures used to produce self-consolidating concrete shall be per the manufacturer's recommendation, and the Department's approved list of Concrete Admixtures shall not apply. The packaged concrete mixture shall meet the following self-consolidating requirements:

- The slump flow range shall be 22 in. (560 mm) minimum to 28 in. (710 mm) maximum and tested according to Illinois Test Procedure SCC-2.

- The visual stability index shall be a maximum of 1 and tested according to Illinois Test Procedure SCC-2.

- The J-Ring value shall be a maximum of 2 in. (50 mm) and tested according to Illinois Test Procedure SCC-3. The L-Box blocking ratio shall be a minimum of 80 percent and tested according to Illinois Test Procedure SCC-4. The Manufacturer has the option to select either the J-Ring or L-Box test.

- The hardened visual stability index shall be a maximum of 1 and tested according to Illinois Test Procedure SCC-6.

Note 5. A packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method shall be provided according to ASTM C 1480. An accelerator is prohibited, except the shotcrete may be modified at the nozzle with a non-chloride accelerator for overhead applications. The shotcrete shall be Type FA or CA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

The packaged shotcrete shall have a maximum water soluble chloride ion content of < 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the hardened shotcrete shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department.

Each individual aggregate used in the packaged shotcrete shall have either a maximum ASTM C 1260 expansion of 0.16 percent or a maximum ASTM C 1293 expansion of 0.040 percent. However, the ASTM C 1260 value may be increased to 0.27 percent for each individual aggregate if the cement total equivalent alkali content (Na_2O + 0.658K_2O) does not exceed 0.60 percent. As an alternative to these requirements, ASTM C 1567 testing which shows the packaged shotcrete has a maximum expansion of 0.16 percent may be submitted. The ASTM C 1260, C 1293, or C 1567 test shall be performed a minimum of once every two years.

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

The packaged shotcrete shall be limited to the following proportions:

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

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

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

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

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

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

Fly ash shall not be used in combination with ground granulated blast-furnace slag. Class F fly ash shall not be used in combination with Class C fly ash. Microsilica shall not be used in combination with high-reactivity metakaolin. A finely divided mineral shall not be used in combination with a blended hydraulic cement, except for microsilica or high-reactivity metakaolin.

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

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

Note 6. In addition ASTM C 881, Type IV, Grade 2 or 3, Class A, B, or C may be used.

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

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

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

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

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

Construction Requirements

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

(a) Rule 1. For formed concrete repair, a subsequent patch to repair the placement point after initial concrete placement will not be allowed. As an example, this may occur in a vertical location located at the top of the repair.

(b) Rule 2. Formed concrete repair shall not be used for overhead applications.

(c) Rule 3. Shotcrete shall not be used for column repairs greater than 4 in. (100 mm) in depth, or any repair location greater than 8 in. (205 mm) in depth. The only exception to this rule would be for a horizontal application, where the shotcrete may be placed from above in one lift.

(d) Rule 4. If formed concrete repair is used for locations that have reinforcement with less than 0.75 in. (19 mm) of concrete cover, the concrete mixture shall contain fly ash or ground granulated blast-furnace slag at the maximum cement replacement allowed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All repaired members shall be restored as close as practicable to their original dimensions.

Curing shall be done according to Article 1020.13.

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

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

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

For compressive strength of shotcrete, a 18 x 18 x 3.5 in. (457 x 457 x 89 mm) test panel shall be shot by the Contractor for testing by the Engineer. A steel form test panel shall have a minimum thickness of 3/16 in. (5 mm) for the bottom and sides. A wood form test panel shall have a minimum 3/4 in. (19 mm) thick bottom, and a minimum 1.5 in. (38 mm) thickness for the sides. The test panel shall be cured according to Article 1020.13 (a) (3) or (5) while stored at the jobsite and during delivery to the laboratory. After delivery to the laboratory for testing, curing and testing shall be according to ASTM C 1140.

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

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

The shotcrete shall be applied according to ACI 506R, and shall be done in a manner that does not result in cold joints, laminations, sandy areas, voids, sags, or separations. In addition, the shotcrete shall be applied in a manner that results in maximum

densification of the shotcrete. Shotcrete which is identified as being unacceptable while still plastic shall be removed and re-applied.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

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

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

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

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

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

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

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

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

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

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STATUS OF UTILITIES
UTILITIES TO BE ADJUSTED
104TH AVENUE BRIDGE OVER CALUMET SAG CHANNEL
STRUCTURE NUMBER: 016-3018
SECTION: 12-W2515-03-BR

The following agencies have facilities within the project limits:

Commonwealth Edison Company
25000 S. Governors Highway
University Park, IL 60466
Attn: Ilyas Mohiuddin
(708) 235-2692
cc: James Torres
(312) 394-3260
Joseph McGowan
(630) 576-7115

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

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
(630) 600-6348

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

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

STATUS OF UTILITIES
UTILITIES TO BE ADJUSTED
CRAWFORD AVENUE BRIDGE OVER CALUMET SAG CHANNEL
STRUCTURE NUMBER: 016-0748
SECTION: 12-W4313-02-BR

The following agencies have facilities within the project limits:

Commonwealth Edison Company
25000 S. Governors Highway
University Park, IL 60466
Attn: Ilyas Mohiuddin
(708) 235-2692
cc: James Torres
(312) 394-3260
Joseph McGowan
(630) 576-7115

Village of Robbins
3327 W. 137th Street
Robbins, IL 60472
Attn: Bernard Ward
Director of Public Works
(708) 385-8940

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
(630) 600-6348

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

Village of Alsip
4500 W. 123rd Street
Alsip, IL 60803
Attn: Vincent C. Cullen Jr.
(708) 385-6902

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

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

STATUS OF UTILITIES
UTILITIES TO BE ADJUSTED
FRANCISCO AVENUE BRIDGE OVER CALUMET SAG CHANNEL
STRUCTURE NUMBER: 016-3210
SECTION: 12-W9513-05-BR

The following agencies have facilities within the project limits:

Commonwealth Edison Company
25000 S. Governors Highway
University Park, IL 60466
Attn: Ilyas Mohiuddin
(708) 235-2692
cc: James Torres
(312) 394-3260
Joseph McGowan
(630) 576-7115

Village of Robbins
3327 W. 137th Street
Robbins, IL 60472
Attn: Bernard Ward
Director of Public Works
(708) 385-8940

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
(630) 600-6348

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

City of Blue Island
13051 Greenwood Avenue
Blue Island, IL 60406
Attn: Ken Stachulak
(708) 396-7080

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

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

STATUS OF UTILITIES
UTILITIES TO BE ADJUSTED
RIDGELAND AVENUE BRIDGE OVER CALUMET SAG CHANNEL
STRUCTURE NUMBER: 016-3025
SECTION: 12-W3714-06-BR

The following agencies have facilities within the project limits:

Commonwealth Edison Company
25000 S. Governors Highway
University Park, IL 60466
Attn: Ilyas Mohiuddin
(708) 235-2692
cc: James Torres
(312) 394-3260
Joseph McGowan
(630) 576-7115

Village of Worth
7112 W. 111th Street
Worth, IL 60482
Attn: Wayne Demonbreun
(708) 448-1181

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
(630) 600-6348

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

Village of Alsip
4500 W. 123rd Street
Alsip, IL 60803
Attn: Vincent C. Cullen Jr.
(708) 385-6902

City of Palos Heights
7607 W. College Drive
Palos Heights, IL 60463
Attn: Gerald W. Martin
(708) 361-1806

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

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

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.

SPECIAL PROVISION
FOR
TRAFFIC CONTROL DEVICES - DETOUR ROUTING

Description. This work shall consist of the furnishing of Sign Panel Type 1 and/or Type 2, complete with retroreflective sign faces, legend and supplemental panels, and installing them on sign supports, sign structures, traffic signal standard or light standard, as determined appropriate and consistent with the requirements set forth in the State of Illinois "Manual on Uniform Traffic Control Devices for Streets and Highways"; the daily monitoring and maintenance of these installations; and the removal of the entire assembly and restoration of area upon completion of project.

Materials. The sign panel materials shall be as specified in Sections 1090 and 1091 of the Standard Specifications for Road and Bridge Construction. When the installation of sign supports is necessary, they shall meet the requirements for Metal Post Type B of Article 1006.29 of the Standard Specifications for Road and Bridge Construction.

Installation Requirements. Type 1 and/or Type 2 sign panels shall be installed using all required supporting and mounting hardware in accordance with the details shown in the plans or as directed by the Engineer. When used, the metal posts may be driven by hand or mechanical means to a minimum depth of 4 feet measured from the ground line or as shown in the plans. The post shall be protected by a suitable driving cap and if required by the Engineer, the material around the post will be compacted after driving.

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

The Contractor shall be responsible for the proper elevation, offset and orientation of all posts as indicated on the plans or as directed by the Engineer.

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

Basis of Payment. This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL DEVICES – DETOUR ROUTING, which price shall be payment in full for all labor, material, transportation, handling and incidentals necessary to furnish, install, monitor daily, maintain, remove all Sign Panels Type 1 and/or Type 2 and Metal Post Type B indicated on the detour plan and as directed by the Engineer.

SPECIAL PROVISION
FOR
TRAFFIC PROTECTION

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

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

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

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

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

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

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

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

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

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

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

Signs. All signs except those referring to daily lane closures shall be post mounted in accordance with Standard 701901 for all projects that exceed four days.

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

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

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

"Rough Grooved Surface" signs (W8-I107) shall be used when the road has been cold milled and open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 500 feet preceding the start of the milled pavement and on all side roads within the posted area. The "Rough Grooved Surface" signs on the side roads shall be posted 200 feet from the mainline pavement. All signs shall have an 18" x 18" orange flag and amber flashing light attached.

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

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

The Contractor shall provide and erect any other signs that are required for traffic safety operations and the conveyance of traffic information to the motorist, which may not be included in the Traffic Control

Standards. The requirement for these signs shall be determined by and installed at the direction of the Engineer.

Barricades: Any drop off greater than 3 inches, but less than 6 inches within 8 feet of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at 100 foot center to center spacing. If the drop off within 8 feet of the pavement edge exceeds 6 inches, the barricades mentioned above shall be placed at 50 foot center to center spacing. Barricades that must be placed in excavated areas shall have leg extensions installed such that the top of the barricade is in compliance with the height requirements of Standard 701901. In addition to the placement of barricades as described above, pavement drop off signs (W8-9a) shall be used along with the barricades and at the direction of the Engineer.

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

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

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

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

Temporary Concrete Barrier Vertical Panels and Lights. Whenever temporary concrete barrier is specified in the plans, vertical panels and steady burning lights meeting the requirement of Articles 1106.01 and 1106.02 of the Standard Specifications and Standard 701901 shall be installed on the barrier at 50 foot centers minimum or at the spacing shown on the plans. The method of mounting shall be approved by the Engineer. Upon conclusion of the work, the panels and lights shall be removed and shall remain the property of the Contractor.

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

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

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

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

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

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

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

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

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

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

No road closures or restrictions shall be permitted except those covered by the Traffic Control Highway Standards without written approval by the Engineer.

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

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

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

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

Method of Measurement. Delete: Article 701.19 Method of Measurement

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

Basis of Payment. Delete: Article 701.20 Basis of Payment

This work will be paid for at the lump sum price for TRAFFIC PROTECTION, which price shall be payment in full for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices when required, such as signing, arrow boards, barricades, plastic drums, road closures, temporary pavement marking paint and tape lines and letters and symbols (Section 780 and Article 1095.02 of the Standard Specifications), temporary concrete barrier vertical panels and lights (Standard 701901), flexible delineators (Standard 701901), prismatic barrier reflectors (Sections 782 and 1097 of the Standard Specifications), temporary raised reflective pavement markers (Section 781 and Article 1096.02 of the Standard Specifications) and all traffic control devices indicated in the plans and specifications. The salvage value of all material removed (including existing traffic signs - when removal is required) shall be reflected in the bid price for this item.

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

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

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

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

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

Where "P" is the contract price for Traffic Protection

Where "X" = (Difference between original and final sum total value of all the work items for which protection is required) divided by (Original sum total value of all work items for which traffic protection is required)

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

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

SPECIAL PROVISION
FOR
PROJECT SIGNS PLAQUE

County will erect signs announcing `A Cook County Department of 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.

FIBERGLASS GRATING

General. This item consists of furnishing all equipment, materials, tools, labor, hardware, and incidentals necessary for furnishing and erecting the proposed sidewalk system as shown on the contract plans, as directed by the Engineer. This work shall also be performed according to applicable portions of Section 505 of the IDOT Standard Specifications for Road and Bridge Construction.

Description. This work shall consist of furnishing and erecting the proposed Fiberglass Reinforced Plastic (FRP) grating sidewalk system as shown on the contract plans. The FRP grating sidewalk system includes a floor plate laminated or attached to pultruded grating. The sidewalk assembly (floor plate and grating) shall be secured to the structural support beams with stainless steel clip assemblies, bolts, lock nuts and washers.

The FRP grating sidewalk system shall be designed for the loads and support spacing as shown on the plans and as specified herein. Floor plate, grating depth, and bearing bar spacing are based on detail assumptions which are not applicable to all suppliers and may require modifications depending on the supplier chosen by the Contractor. The overall depth dimension for the FRP grating sidewalk system shall be as specified below for each bridge:

Location	Floor Plate Thickness	Fibergrate Depth	Overall Depth
104th Avenue	½"	2"	2 ½"
Ridgeland Avenue	½"	2"	2 ½"
Francisco Avenue	½"	2"	2 ½"

Any modifications required to accommodate the FRP grating sidewalk system chosen shall be submitted to the Engineer for approval prior to ordering materials. Modifications required shall be made at no additional cost.

Materials.

General

A. All FRP items furnished under this Section shall be composed of fiberglass reinforcement and resin in qualities, quantities, properties, arrangements and dimensions as necessary to meet the design requirements and dimensions as specified in the Contract Documents.

B. Fiberglass reinforcement shall be a combination of continuous roving, continuous strand mat, and surfacing veil in sufficient quantities as needed by the application and/or physical properties required.

C. Resin shall be Vinyl Ester with chemical formulations as necessary to provide the corrosion resistance, strength and other physical properties as required.

D. All finished surfaces of FRP items and fabrications shall be smooth, resin-rich, free of voids and without dry spots, cracks, crazes or unreinforced areas. All glass fibers shall be well covered with resin to protect against their exposure due to wear or weathering.

E. All pultruded structural shapes shall be further protected from ultraviolet (UV) lights with 1) integral UV inhibitors in the resin and 2) a synthetic surfacing veil to help produce a resin rich surface.

F. All FRP products shall have a tested flame spread rating of 25 or less for floor plate and 15 or less for pultruded shapes per ASTM E-84 Tunnel Test. Plate and gratings shall also have tested burn time of less than 30 seconds and an extent of burn rate of less than or equal to 10 millimeters per ASTM D635.

G. All mechanical grating clip assemblies shall be manufactured of Type 316SS (stainless steel).

Molded FRP Floor Plate

A. Manufacture: Floor plate shall be of a one piece molded construction manufactured by building up multiple layers of resin-impregnated fiberglass reinforcements which are continuous and equally oriented in the length and width directions. Percentage of glass (by weight) shall not exceed 35% so as to achieve maximum corrosion resistance, and as required to maintain the structural requirements of the contract documents. After molding, no dry glass fibers shall be visible on any surface. All surfaces shall be smooth and uniform with no evidence of fiber orientation irregularities, interlaminar voids, porosity, resin rich or resin starved areas.

B. Non-slip surfacing: Floor plate shall have a standard #20-#30 quartz gritted surface, integrally molded into the plate during the manufacturing process. Plates which are secondarily gritted shall not be allowed.

C. Fire rating: Floor plate shall be fire retardant with a tested flame spread rating of 25 or less when tested in accordance with ASTM E 84. Certifications shall be dated within the past two years and test data performed only on the resin shall not be acceptable.

D. Resin system: The resin system used in the manufacture of the plate shall be Vi- corr®. Manufacturer may be required to submit corrosion data from tests performed on actual plate products in standard chemical environments. Corrosion resistance data of the base resin from the manufacturer is not a true indicator of plate product corrosion resistance and shall not be accepted.Color: Dark Grey

Pultruded FRP Grating

A. Manufacture: Grating components shall be high strength and high stiffness pultruded elements having a minimum of 70% and a minimum of 60% glass content (by weight) of continuous roving and continuous strand mat fiberglass reinforcements. The finished surface of the product shall be provided with a surfacing veil to provide a resin rich surface which improves corrosion resistance and resistance to ultraviolet degradations. Bearing bars shall be interlocked and epoxied in place with a two piece cross rod system to provide a mechanical and chemical lock. Cross rods should be below the walking surface of the grating. Gratings with cross rods that are flush with the walking surface are excluded.

B. Fire rating: Grating shall be fire retardant with a tested flame spread rating of 25 or less when tested in accordance with ASTM E 84. Manufacturer may be required to provide certification of ASTM E 84 test on grating panels from an independents testing laboratory. Test data shall be from full scale testing of actual productions grating, of the same type and material supplied on the projects. Test date performed only on the base resin shall not be acceptable.

C. Resin system: The resin system used in the manufacture of the grating shall be VEFG. Manufacturer may be required to submit corrosion data from tests performed on actual grating products in standard chemical environments. Corrosion resistance data of the base resin from the manufacturer is not a true indicator of grating corrosion resistance and shall not be accepted.

D. Color: Grey

E. Load/Deflection: Grating design loads shall be less than manufacturers published safe recommended loads. Grating shall be designed for the following design loads:

Deflection is not to exceed 0.375" or L/500, whichever is less.

F. Substitutions: Other products of equal strength, stiffness, corrosion resistance and overall quality may be submitted with the proper supporting data to the engineer for approval.

Location	Uniform Pedestrian Loading	Concentrated Pedestrian Loading
104th Avenue	100	300
Ridgeland Avenue	100	300
Francisco Avenue	100	300

Submittals. The Contractor shall submit detailed shop drawings that shall include, but are not limited to:

1 All panel dimensions and an overall layout of the panel configuration.

2 Manufacturer's shop drawings clearly showing material sizes, types, styles, part or catalog numbers, complete details for the fabrication and erection of components including, but not limited to, location, lengths, type and sizes of fasteners, clip angles, member sizes, and connection details.

3 Manufacturer's published literature including structural design data, structural properties data, grating load/deflection tables, corrosion resistance tables, certificates of compliance, test reports as applicable, concrete anchor systems and their allowable load tables, and design calculations for systems not sized or designed in the contract documents.

4 Sample pieces of each item specified herein for acceptance by the Engineer as to quality and color. Sample pieces shall be manufactured by the method to be used in the work.

5 Any other information as required to fabricate and install the FRP sidewalk panels as outlined in the Contract Documents.

Fabrication

1 Measurements: Grating supplied shall meet the minimum dimensional requirements shown or specified. The Contractors shall provide and /or verify measurements in the field for work fabricated to fit field conditions as required by grating manufacturer to complete the work. Determine correct size and locations of required holes or cutouts from field dimensions before grating fabrication.

2 Layout: Each grating sections shall be readily removable, except where indicated on drawings. Manufacturer to provide openings or holes where located on the contract drawings. Grating supports shall be provided at openings in the grating by contractor where necessary to meet load/deflections requirements specified herein. Grating openings which fit around protrusions (pipes, cables, etc.) shall be discontinuous at approximately the centerline of opening so each section of grating is readily removable.

3 Sealing: All shop fabricated grating cuts shall be coated with vinyl ester resin to provide maximum corrosion resistance. All field fabricated grating cuts shall be coated similarly by the contractor in accordance with the manufacturer's instructions.

4 Hardware: Type 316 stainless steel hold-down clips shall be provided and spaced at a maximum of four feet apart with a minimum of four per piece of grating, or as recommended by the manufacturer.

Quality Assurance

1 All items to be provided under this Section shall be furnished only by manufacturers having a minimum of ten (10) years experience in the design and manufacture of similar products and systems. Additionally, if requested, a record of at least five (5) previous, separate, similar successful installations in the last five (5) years shall be provided.

2 Manufacturer shall offer a 3 year limited warranty on all FRP products against defects in materials and workmanship.

3 Manufacturer shall be certified to the ISO 9001-2000 standard.

4 Manufacturer shall provide proof of certification from at least two other quality assurance programs for its facilities or products (UL, DNV, ABS, USCG, AARR).

5 Manufacturer shall provide proof, via independent testing less than six months old that materials proposed as a solution do not contain heavy metals in amounts greater than that allowed by current EPA requirements.

Product Delivery and Storage

1 Delivery of Materials: Manufactured materials shall be delivered in original, unbroken pallets, packages, containers, or bundles bearing the label of the manufacturer. Adhesives, resins and their catalysts and hardeners shall be crated or boxed separately and noted as such to facilitate their movement to a dry indoor storage facility.

2 Storage of Products: All materials shall be carefully handled to prevent them from abrasion, cracking, chipping, twisting, other deformations, and other types of damage. Adhesives, resins and their catalysts are to be stored in dry indoor storage facilities between 70 and 85 degrees Fahrenheit (21 to 29 degrees Celsius) until they are required.

Construction Requirements. This work shall include field drilling holes in the new sidewalk framing to accommodate the bolts of the sidewalk system. The holes shall be free of all burs and shavings and shall be properly cleaned prior to applying a coat of organic zinc-rich primer to the holes. The primer shall be adequately dry and cured prior to installing the bolts.

Contractor shall install gratings in accordance with the manufacturer's assembly drawings. Lock grating panels securely in place with hold-down fasteners as specified herein. Field cut and drill fiberglass reinforced plastic products with carbide or diamond tipped bits and blades. Seal cut or drilled surfaces in accordance with manufacturer's instructions. Follow manufacturer's instruction when cutting or drilling fiberglass products or using resin products; provide adequate ventilation.

Method of Measurement. This work will be measured for payment in square feet installed in place. This shall include all field measuring, shop drawings, connections, hardware, trim bars, access doors, field drilling for bolts, application of primer, field cutting panels, sealing cut edges and holes and all other miscellaneous items necessary for furnishing and erecting the FRP sidewalk panels. The contractor shall follow all manufacture recommendations, and all costs shall be included under this pay item.

Basis of Payment. This work will be paid for at the contract unit price per square foot for FIBERGLASS GRATING

MAINTENANCE OF NAVIGATION

This work shall consist of setting up work procedures, methods of protection, and scheduling work so as to maintain navigation through the bridge site to the satisfaction of the United States Coast Guard (USCG).

Materials: All lights, signs, and day markers shall conform to the applicable USCG regulations.

Construction Methods: The Contractor shall submit within four (4) weeks of award, a PLAN OF OPERATIONS that will be forwarded to the USCG by the Engineer. The PLAN OF OPERATIONS shall include a schedule of construction site activities.

The PLAN OF OPERATIONS (the PLAN) shall outline all of the operations affecting the waterway, including but not limited to, Contractor activities to facilitate bridge rehabilitation, which may include replacing or repairing existing structural and non-structural items, cleaning and painting of the existing superstructure, repair of the existing substructure elements, and navigation lighting work. The use of falsework, other obstructions or other temporary construction activities, which will encroach upon navigation clearances, must be approved by the USCG. The Contractor shall conduct his work so that the free navigation of the waterway shall not be interfered with at any time; that the present navigation depths shall not be impaired; and that the channel through the structure shall be promptly cleared of any obstructions placed therein or caused by the bridge rehabilitation work, to the satisfaction of the USCG. The PLAN shall also include details of all floating equipment and/or vessels that will be utilized, including size (dimensions), location, and length of time, including calendar dates that such equipment will be on the waterway. Location shall be interpreted to mean the positioning of any and all vessels or temporary obstructions in the waterway with respect to the bridge and the navigable channel. Method of anchorage or stabilization of all floating equipment, and location of mooring sites if applicable, shall be specified in the PLAN OF OPERATIONS.

THE USCG will review the plan and provide comment to the Engineer within 45 days of receipt of said plan. All correspondence with the USCG shall be coordinated through the Engineer who will forward the material to the following Coast Guard office:

> District Commander Attention: Scot Striffler, Bridge Program Manager United States Coast Guard Ninth U.S. Coast Guard District 1240 East Ninth Street Cleveland, OH 44199 Phone: (216) 902-6087

All correspondence should reference the construction site as "Proposed Francisco Avenue Bridge Rehabilitation, Mile 15.63, Calumet Sag Channel", "Proposed Crawford Avenue Bridge Rehabilitation, Mile 17.01, Calumet Sag Channel", "Proposed Ridgeland Avenue Bridge Rehabilitation, Mile 20.47, Calumet Sag Channel", or "Proposed 104th Avenue Bridge Rehabilitation, Mile 25.56, Calumet Sag Channel", respectively.

Activities in the Navigation Channel: Channel traffic at this location cannot be detoured to another span. The amount of time allowed for work in the navigation channel for the Contractor's activities will be determined by the USCG after their review of the PLAN OF OPERATIONS. If the USCG requires revisions or additional information to the PLAN, the Engineer will direct the Contractor to furnish the additional information for re-submittal (by the Engineer) to the USCG.

Notification of Commencement of Work: The Contractor shall notify the Coast Guard two weeks prior to commencing any work that includes any of the activities in the PLAN OF OPERATIONS approved by the USCG. Upon notification of schedule of work, the USCG will issue a NAVIGATIONAL ALERT for the Calumet Sag Channel. The USCG and the Engineer must be notified immediately of any change in anticipated means and methods or work schedules. The USCG and the Engineer shall be promptly notified when work described in the PLAN is completed and all equipment has been withdrawn from the waterway.

The PLAN OF OPERATIONS for the execution of work over the Calumet Sag Channel should comply with the following United States Coast Guard Requirements:

a. Work shall be conducted in a manner that does not interfere with the free flow of navigation. No temporary construction will be permitted within the clear navigation channel without USCG approval

b. Any falsework or containment attached to the underneath of the truss bridge that protrudes below the bottom of the low chord shall be designed so that it can be removed promptly before any vessel is coming to pass the bridge

c. The existing navigational clearances shall be maintained at all times, unless otherwise approved by the USCG.

d. Navigable depths shall not be impaired at any time. The channel or channels through the structure shall be promptly cleared of all falsework or all other obstructions placed therein or caused by the construction of the bridge. The Contractor shall continually work in a diligent manner to meet these requirements until obstructions are cleared. The Contractor shall cooperate with the USCG and other agencies in meeting the requirements to sweep the channel clean of construction and demolition debris.

e. Safety measures shall be implemented and exercised at all times to prevent accidental dropping of spark producing and/or flame producing particles or objects onto barges and vessels. All welding, flame cutting, and any other tasks having spark-producing potential shall cease when vessels are passing beneath the bridge.

f. A contingency plan in the event of personnel absences or failure of equipment, and provisions for back up equipment and qualified personnel to operate the equipment shall be included when requested by the USCG.

g. Radio communication shall be provided to assure coordination and adjustment of work activities with the approach and passing of commercial vessels, and any other maritime vessels.

h. The Contractor shall furnish and display such lights and danger signals upon all of his floating plant, buoys, and temporary construction as may be required for guiding and warning boats.

i. Floating equipment must yield the right of way to commercial vessels. Floating equipment shall display lights and signals as specified by INLAND NAVIGATIONAL RULES of 1980, copies of which are available from the United States Coast Guard.

j. A PROJECT INFORMATION RECORD document shall be executed by the Contractor at the Preconstruction Meeting and a copy thereof shall be immediately submitted to the USCG office listed above. The USCG and the Engineer shall be promptly notified of any subsequent changes in the information provided thereon. A copy of the PROJECT INFORMATION RECORD document is included in these special provisions.

In addition to the above listed requirements the Contractor should comply with any other project-specific requirements as set forth by the USCG.

Basis of Payment: This item including the preparation, submittal and review process of the PLAN OF OPERATIONS will be paid for at the contract lump sum price for MAINTENANCE OF NAVIGATION, which price shall be considered as full payment for all costs incurred by the Contractor in connection with the work as described herein.

REMOVE AND RE-ERECT EXISTING BRIDGE RAIL

Description. The existing bridge railing shall be removed so that all materials considered suitable by the Engineer for future use shall be salvaged. The salvaged materials shall be stored at locations and in a manner approved by the Engineer. Any of this material having salvage value and which has been damaged by the Contractor shall be replaced at his/ her own expense with new materials of the same kind.

Construction Requirements. This removal and re-erection of the existing railing and posts shall be accomplished in a manner that will avoid scratching, denting or other damage that may affect the durability or the appearance of the railing or post.

As an alternate to the cast-in-place rail post anchors, the contractor may use the capsule or the adhesive cartridge type anchor rods that have been previously tested and approved by the Department. If cast-in-place anchors are not detailed on the plans, the Contractor shall use the capsule or adhesive cartridge type anchor rods. The Contractor shall install these anchor rods in pre-drilled holes according to the manufacturer's recommendations and procedures. The capsule or adhesive cartridge shall be a sealed glass capsule or a sealed glass adhesive cartridge containing pre-measured amounts of the adhesive chemical. When allowed by the Engineer, existing cast-in-place anchors and bolts may be reused when not damaged during removal. Existing rail to rail post bolts shall not be reused.

New fabric bearing pads, if used under the existing posts, shall be provided for the re-erected rail posts. Fabric bearing pads shall meet the requirements of Article 1082.01 of the Standard Specifications. One 1/8 inch and two 1/16 inch shims shall be provided for 25% of the posts.

The shims shall be galvanized steel for steel posts and aluminum for aluminum posts. Shims shall be similar to base plates in size and holes.

Threaded rods, bolts, nuts and washers shall conform to AASHTO M 164 for steel railing and posts and shall be stainless steel for aluminum railing and posts. Anchor devices shall be galvanized according to AASHTO M 111 and ASTM A 385. All threaded rods, bolts, nuts and washers, except those that are stainless steel, shall be galvanized according to AASHTO M232.

Nuts for threaded anchor rods or bolts for connecting base plates to the concrete shall be tightened to a snug fit and given an additional 1/8 turn.

Construction Requirements. All work shall be done in accordance with the applicable portions of Sections 500 and 1000 of the Standard Specifications.

Method of Measurement. This work will be measured for payment in place in feet. The length paid for will be the overall length along the top longitudinal railing member through all posts and gaps.

Basis of Payment. This work will be paid for at the contract unit price per foot for REMOVE AND RE-ERECT EXISTING BRIDGE RAIL.

STRUCTURAL STEEL REPAIR
Effective: December 15, 2000 Revised:
January 1, 2007

Description. This work shall consist of furnishing all labor, equipment and materials necessary to furnish and install steel repair plates and members, according to Section 505 and removal and disposal of structural steel members as necessary according to Section 501 of the Standard Specifications, as indicated on the plans and in this special provision.

Construction Requirements. Existing members noted in the plans to have structural steel repair, that are also noted to be straightened, shall be straightened prior to the connection of any new steel repair plates or members. If beam straightening is required, it shall not be included in this item and shall be paid for separately.

Where required to align with existing holes, field drilling of holes in new members shall be accomplished using existing holes as a template unless field measurements are used to verify the plan dimensions. Burning of holes will not be permitted. All field drilling and grinding necessary to furnish and install the new steel plates and members shall be included in this item.

The removal and disposal of any existing members, bolts or rivets necessary for the installation of the new members as shown in the plans shall be included in this item. Burning of existing rivets will only be allowed near steel surfaces which are to be removed and discarded. Burning of existing rivets will not be allowed for members to remain in place or members that are to be removed and reinstalled. When burning of rivets is not allowed, the head of the rivet shall be sheared off and the shank driven or drilled out. Extreme care shall be taken while removing the rivets so as not to damage the existing structural steel which is to remain. All damage to existing members which are to remain shall be repaired or the member replaced to the satisfaction of the Engineer. Repair or replacement of damaged members shall be at the Contractor's expense.

Basis of Payment. This work shall be paid for at the contract unit price per pound (kilogram) for STRUCTURAL STEEL REPAIR.

BEAM STRAIGHTENING
Effective: December 6, 1994
Revised: January 1, 2007

Description: This item shall consist of furnishing all material, equipment and labor to straighten the deformed beam as shown on the plans and as directed by the Engineer.

Construction Requirements: The Contractor shall mechanically straighten the beam(s) designated on the plans utilizing jacking and/or pulling methods. The Contractor shall provide and locate jacking (pulling) units to satisfactorily straighten the beam to the limits contained herein. The use of heat will not be allowed to facilitate the beam straightening process.

The reaction to the horizontal jacking force from the bent beam shall be transmitted and absorbed through adjacent beams as shown on the plans. The force shall be perpendicular to all beams and in the same horizontal plane except as shown on the plans. The material used shall be capable of sustaining the jacking forces without crushing and shall be installed tightly between beam webs with no intermittent gaps between bearing faces. The horizontal jacking force shall be distributed to the beam through horizontal rigid beams ±4' (±1.2 m) long to prevent distortion of the webs. Vertical jacking may be performed either before or in conjunction with horizontal jacking (pulling). The vertical jacking forces to the bottom flange shall also be distributed along a rigid beam of sufficient length positioned parallel to the axis of the beam to prevent distortion to the flange. During jacking operations the contractor shall support the top flange of the beam being straightened to keep the flange from "rolling" or pulling away from the slab.

The beam shall be straightened as near plumb (web) or horizontal (flange) as practical but not to exceed the "as built" sweep, camber or rolling distortions of the flanges. Previous minor impact damage in remaining beams shall not be used as a measure of straightness.

If the method of beam straightening differs from that shown on the plans, it shall be approved by the Engineer prior to ordering materials and straightening.

Basis of Payment: The work as specified herein shall include all materials, equipment and labor necessary to satisfactorily straighten the beam and shall be paid for at the contract lump sum price for BEAM STRAIGHTENING.

SPECIAL PROVISION
FOR
CLEANING EXISTING DECK DRAINS

Description – This work shall consist of unclogging, clearing and cleaning the existing deck drains of any dust, dirt, fabric, wood, stones or any other foreign objects blocking, either fully or partially, the drain mouth or the pipe. The drain pipes shall be rodded to assure that pipes are in satisfactory clean condition, and then shall be flushed and cleaned with water. The drains shall not be damaged while cleaning.

Basis of Payment – The work under this Item will be paid for at a contract unit price each, for CLEANING EXISTING DECK DRAINS, as indicated on the plans and as directed by the Engineer.

SPECIAL PROVISION
FOR
FIBER REINFORCED POLYMER

Description of Work.

1) This specification is intended to define the minimum requirements of structural strengthening using externally bonded fiber reinforced polymer (FRP) composite systems.

2) The work includes the furnishing of all materials, labor, equipment and services for the supply, installation and finish of all structural strengthening using externally bonded FRP composite system.

3) The general contractor or subcontractor shall furnish all materials, tools, equipment, transportation, necessary storage, access, labor and supervision required for the proper installation of the externally bonded FRP composite system.

Work Included.

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

Reference Standards

General.

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

International Code Council (ICC)

1) ICC AC125, Acceptance Criteria for Concrete and Reinforced and Unreinforced Masonry Strengthening Using Externally Bonded Fiber Reinforced Polymer (FRP) Composite Systems.

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

American Standard for Testing and Materials (ASTM)

1) ASTM D7565/D7565M, Standard Test Method for Determining Tensile Properties of Fiber Reinforced Polymer Matrix Composites Used for Strengthening of Civil Structures.

2) ASTM D3039, Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials.

3) ASTM D7522/D7522M, Standard Test Method for Pull-Off Strength for FRP Bonded to Concrete Substrate.

4) ASTM D4541, Standard Test Method for Pull-off Strength of Coating Using Portable Adhesive-Testers.

5) American Concrete Institute (ACI)

6) ACI 440.2R-08, Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures.

7) International Concrete Repair Institute (ICRI)

8) ICRI Technical Guideline No. 310.2-1997 (formerly No. 03732), Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

MATERIAL QUALIFICATIONS

1) Materials for the FRP system have been pre-qualified and shall be supplied by the following manufacturers:

   a) Fyfe Co. LLC (8380 Miralani Drive, Suite A, San Diego, CA 92126. Tel: 858-642-0694, Fax: 858-444-2982, Email: info@fyfeco.com)

   b) Approved alternate FRP manufacturer. Alternate FRP systems must provide all items listed in Section 1.5 of this specification with their bid; otherwise, they shall be considered non-compliant.

Submittals

Quality Control and Quality Assurance.

1) Submit product data indicating product standards, physical and chemical characteristics, technical specifications, limitations, installation instructions, maintenance instructions and general recommendations regarding each individual material.

2) Only epoxy resins will be accepted for construction of FRP systems referenced in this specification. Other resins, such as polyesters/vinyl esters, are not allowed as substitutes. The manufacturer shall clearly define the epoxy resin working time. Any batch that exceeds the batch life shall not be used.

3) The proposed FRP Systems shall be compliant with ICC AC125 and provide a current ICC Evaluation Service Report, compliant with the 2009 International Building Code (IBC).

4) Submit a list of completed surface bonded FRP composite strengthening projects completed with the manufacturer's FRP composite system in the past 3 years. The list should include at a minimum 25 projects with proposed FRP system, the dates of work, type, description and amount of work performed.

5) Surface bonded FRP composite system shall be installed by certified applicator with written consent from manufacturer that the contractor has been trained. Certified applicator shall have a minimum of 3 years experience in performing FRP composite retrofits.

6) The Engineer may suspend the work if the Contractor substitutes an unapproved fiber reinforced composite system or unapproved personnel during construction.

Design and working drawings:

1) Stamped and signed structural calculations and drawings by a professional Civil or Structural Engineer. Design shall be based on the clearly written performance criteria defined on the structural drawings.

2) Working drawings shall detail the type, locations, dimensions, numbers of layers, and orientation of all FRP materials and coatings to be installed.

3) A list of two different manufacturer approved testing laboratories that can perform the required ASTM D7565/D7565M and/or ASTM D3039 tests as per Section 3.3 of this specification.

Product Information:

1) Provide an ICC Evaluation Service Report, compliant with the 2009 IBC, for the proposed products.

2) Provide approved UL rated assembly data for any required fire-resistant finishes (e.g. 2-hour/4-hour rated assembly per ASTM E119, Class 1 Flame & Smoke per ASTM E84).

3) Properties of the composite materials as determined by independent laboratory testing in accordance with ASTM D7565/D7565M and/or ASTM D3039 (tensile modulus, stress and strain).

4) Large-scale structural testing results of the proposed composite system from independent laboratories on similar structural sections.

5) Installation procedures, maintenance instructions, and general recommendations regarding each material to be used.

6) Manufacturer's Material Safety Data Sheets (MSDS) for all materials to be used.

7) Manufacturer's product data sheet indicating physical, mechanical and chemical characteristics of all materials used in the FRP system.

8) Written verification from the manufacturer that their applicator has received the required certifications and training.

9) Certification by the manufacturer that supplied products comply with local regulations controlling use of volatile organic compounds (VOC's).

10) Products that require the use of respirators do not comply with local regulations controlling use of VOC's and shall not be allowed.

PERFORMANCE

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

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

Product Delivery, Handling and Storage

1) Deliver epoxy materials in factory-sealed containers with the manufacturer's labels intact and legible with verification of date of manufacture and shelf life.

2) Store materials in a protected area at a temperature between 40°F and 100°F.

3) Products shall be stored according to the manufacturer's requirements and shall avoid contact with soil and moisture. Products shall be stored to avoid UV exposure.

Coordinate With Other Trades

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

PRODUCTS

ACCEPTABLE MANUFACTURERS & COMPOSITE STRENGTHENING SYSTEM

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

Composite fabric: SCH fiber – primary carbon fiber, unidirectional.
SEH fiber – primary glass fiber, unidirectional.
Epoxy saturant/primer: Tyfo® S epoxy is used as a primer and is also combined with the fiber to form the Tyfo® Fibrwrap® System.

Epoxy saturant/primer for underwater application: Tyfo® SW-1 epoxy is used as a primer and is also combined with the fiber to form the Tyfo® Fibrwrap® System.
Primer/Filler: Thickened Tyfo® S, WS, WP or TC thickened epoxy for protective seal coat, filling voids and primer where needed.

Finishes: Tyfo® A, Tyfo® U, Tyfo® HS for protection from ultraviolet and to provide long-term environmental durability. Alternate finishes must be approved by the owner.
Fire Resistant Finishes: Tyfo® RR, Tyfo® FC/F, Tyfo® 4HFL, Tyfo® AFP for any applicable fire resistant finish. Alternate finishes must be approved by the owner.

Field thickened epoxy matrix, which is compatible with composite system's resin matrix, may be used to patch "bugholes" up to 1.5" in depth and to fill voids.
Epoxies other than the pre-qualified materials above can be evaluated prior to the tender closing; materials meeting the requirements will be allowed by written addendum.

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

CERTIFIED APPLICATORS

1) Installations of the Tyfo® Fibrwrap® Systems shall be performed by certified applicators only. Certified applicators shall have the minimum experience and written consent as recommended by the FRP manufacturer (See Sections 1.5.4 & 1.5.17 of this specification).

2) Installer must provide a five (5) year bonded warranty by an "A" VIII rated surety (as defined by *A.M. Best Co.)* and licensed and admitted to provide surety bonds in the State of [**XX**] for 10% of the contract amount.

Other Materials.

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

APPLICATION

Surface Preparation

Columns:

1) The surface to receive the composite shall be free from fins, sharp edges and protrusions that will cause voids behind the installed casing or that, in the opinion of the Engineer, will damage the fibers. Existing uneven surfaces to receive composite shall be filled with the system epoxy filler or other material approved by the Engineer. Filling of large voids in surfaces to receive composite shall be paid as an extra to the contract work of installing the composite system (small pinholes or micro-bubbles in the concrete surface or resin do not require special detailing). The contact surfaces shall have no free moisture on them at the time of application. If moisture is present, use the manufacturer suggested wet prime epoxy, if available.

2) Repair all damaged concrete, spalls, and irregular surfaces to create a flat, or slightly convex, surface. Fill surfaces with thickened epoxy to eliminate air surface voids greater than 0.5" diameter. Well-adhered paint and concrete do not require removal.

3) Round off sharp and chamfered corners to a minimum radius of 0.75" by means of grinding or forming with the system's thickened epoxy. Variations in the radius along the vertical edge shall not exceed 0.5" for each 12" of column height.

Beams/Slabs/Walls:

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

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

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

Installation.

1) Preparation work for project: Visit site to ensure that all patch work is complete and cured. Review project specifications in detail.

2) Verify ambient and concrete temperatures. No work shall proceed if the temperature of the concrete surface is less than 40°F or greater than 100°F or as specified on the epoxy component labels. The ambient temperature and temperature of the components shall be between 40°F and 100°F, unless provisions have been made to ensure components' temperature is maintained within this range or the range specified by the manufacturer.

3) Prepare the epoxy matrix by combining components at a weight (or volume) ratio specified by the manufacturer. The components of epoxy resin shall be mixed with a mechanical mixer until uniformly mixed, typically 5 minutes at 400-600 rpm.

4) Components that have exceeded their shelf life shall not be used.

5) Saturation of the fabric shall be performed and monitored according to the manufacturer's specified fiber-epoxy resin ratio. Fabric shall be completely saturated prior to application to contact surface in order to ensure complete impregnation. Saturation shall be supervised and checked by the certified installer. Both the epoxy resin and fabric shall be measured accurately, combined, and applied uniformly at the rates shown on the approved working drawings and per manufacturer's recommendations.

6) All cutting of fabrics, mixing of epoxy and combination thereof shall take place in a protected area away from critical structure functions and any electrical equipment.

7) Prepare surfaces as required, including corner preparation.

8) Remove dust and debris by hand or with compressed air as per specification.

9) Clean up and protect area adjacent to element where FRP composite is being applied.

10) Using a roller or trowel, apply one prime coat of epoxy resin to the substrate (2 mil min.). Allow primer to become tacky to the touch.

11) Fill any uneven surfaces or recesses with thickened epoxy.

12) Apply saturated fabric to substrate surface by hand lay-up, using methods that produce a uniform, constant tensile force that is distributed across the entire width of the fabric, and ensure proper orientation of the fabric. Under certain application conditions, the system may be placed entirely by

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

13) Apply subsequent layers, continuously or spliced, until designed number of layers is achieved, per project drawings.

14) Using a roller or hand pressure, release or roll out entrapped air, and ensure that each individual layer is firmly embedded and adhered to the preceding layer or substrate.

15) Detail all fabric edges, including termination points and edges, with thickened epoxy.

16) Finish: All edges and seams must be feathered. Use system as directed by the manufacturer. Finish as specified between 24 and 72 hours after final application of epoxy. If after 72 hours the epoxy is cured, the surface must be roughened by hand sanding or brush blasting, prior to finishing.

17) System may incorporate structural fasteners but limitations and detailing must be verified with composite system manufacturer.

Inspection and Testing.

1) Field Inspection

.1 The contractor shall monitor the mixing of all epoxy components for proper ratio and adherence to manufacturer's recommendations. Record batch numbers for fabric and epoxy used each day, and note locations of installation. Measure square footage of fabric and volume of epoxy used each day. Complete report and submit to Owner, engineer-of-record and FRP composite system manufacturer.

.2 A Certified Special Inspector shall periodically observe all aspects of preparation, mixing, and application. All FRP composite applied areas shall be inspected, in accordance with the manufacturer's specifications for voids, bubbles, and delaminations. All defective areas shall be repaired as specified in Section 3.4 "Required Remediation".

.3 The contractor shall provide a report signed by a registered professional engineer certifying that the installation is acceptable, complete with the testing reports and photographs.

2) In-situ Testing

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

.4 Direct tension adhesion testing of cored samples shall be conducted using the method described by ASTM D7522/D7522M and/or ASTM D4541. A minimum of three tests shall be performed for each day of production or for each 500 ft^2 ($45m^2$) of FRP application, whichever is less. Pull-off tests shall be performed on a representative adjacent area to the area being strengthened whenever possible. Tests shall be performed on each type of substrate or for each surface preparation technique used.

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

.6 Test locations shall be filled with thickened epoxy after the values have been recorded and verified by the special instructor and the test dollies have been removed.

3) Laboratory Testing

Sampling

.7 Record lot number of fabric and epoxy resin used, and location of installation. Measure square footage of fabric and volume of epoxy used each day. Label each sample from each day's production.

.8 A "sample batch" shall consist of two 12" by 12" samples of cured composite. A minimum of two "sample batches" shall be made daily. The two "sample batches" will be taken at appropriate times during the day as to ensure the maximum material deviance in the components of the FRP composite.

4) Preparation of Samples

.9 Prepare sample on a smooth, flat, level surface covered with polyethylene sheeting, or 16 mil plastic film, prime with epoxy resin. Then place **one** layer of saturated fabric and apply additional topping of epoxy. Cover with plastic film and squeegee out all bubbles.

.10 Samples shall be stored in a sample box and not moved for a minimum 48 hours after casting. The prepared, identified samples shall be given to a pre-approved and experienced testing laboratory. The laboratory shall then precondition samples for 48 hours at 140°F before testing.

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

.11 Testing specimens shall be cut from samples and tested for ultimate tensile strength, tensile modulus and percentage elongation as per ASTM D7565/D7565M and/or ASTM D3039 in the longitudinal fiber direction.

.12 Test a minimum of 15% of all samples as per ICC AC178. If one coupon fails, specimens from the same 12" x 12" sample will be tested. If these specimens also fail, the other 12" x 12" sample from the same "sample batch" will be tested. In the extreme case that this sample also fails, the remaining "sample batch" for that day will be tested and appropriate remediation shall be taken to ensure integrity of the system at locations from the failed "sample batch". In addition, 25% of the remaining samples shall be tested by the same criteria as per ICC AC178.

.13 Testing results shall be made available within 3 weeks of sample submission.

6) Acceptance Criteria

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

.15 Any values below the submitted design values are considered a failure and require remediation.

REQUIRED REMEDIATION

1) Small voids and bubbles [on the order of 3" diameter] shall be injected or back filled with epoxy.

2) Voids and delaminations on the order of 6" in diameter or an area of 5" x 5" shall be reported to the engineer of record and remediation shall be submitted by the contractor for approval.

3) In the event that laboratory testing determines a "sample batch" to possess insufficient material properties, remedial measures shall be taken. Any structural member where the installed FRP composite system has material properties determined to be below the minimum specified values, additional layers shall be installed until the composite thickness is increased by the same percentage as the deficiency of the material's tensile modulus. Or any other remediation directed by the engineer.

Make Good

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

Clean up

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

METHOD OF MEASUREMENT.

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

BASIS OF PAYMENT.

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

SPECIAL PROVISION
FOR
MAINTENANCE OF EXISTING CATHODIC PROTECTION SYSTEM

The Contractor shall hire Corrpro Companies Incorporated to monitor the bridge deck work and perform the services as described below. The Contact person is Mr. Scott Crimmins who can be reached at 1-847-895-0000.

Before performing work at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date.

The Contractor shall be responsible for the proper operation and maintenance of all existing Cathodic Protection System which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Existing Cathodic Protection System, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

Care should be taken to locate any components such as anode lead wires, reference cells, negative connections, etc. and ensure they are not damaged during the work.

Care is to be taken as not to damage any of the existing conduits and cathodic protection system equipment. Damage to any of these components could affect the performance of the Cathodic Protection System. If any of the conduit and/or equipment is damaged, the contractor shall repair and/or replace the conduit and/or equipment at no additional cost to the Contract.

Prior to performing any work on the concrete bridge deck, the Cathodic Protection System must be de-energized. DC voltage and current outputs shall be recorded prior to shut down for each cathodic protection circuit. This data shall be reported to CCHD and shall be used to check the existing rectifier's DC outputs after re-energize the system. All cathodic protection cables in the existing rectifier cabinet should be clearly marked with permanent cable markers and disconnected from the existing rectifier, if needed. This will ensure no further damage will occur to the Cathodic Protection System while the work is performed on the concrete bridge deck.

After all work is completed on the concrete bridge deck, all cables should be reconnected to the existing rectifier and the Cathodic Protection System shall be re-energized. The current output settings for each circuit should be verified and adjustments should be made as required.

After 30 days of continuous operation, a re-test should be performed to verify if any damage has occurred to the system during the work that was performed. Also, the test will confirm that the reinforcing steel is protected from corrosion in accordance with the criteria established by NACE International. At this time a representative from Corrpro shall submit a report to the County on the operation of the system and field inspection with the County is needed.

Basis of Payment: This work will be paid for at the contract EACH price for MAINTENANCE OF EXISTING CATHODIC PROTECTION SYSTEM and shall consist of hiring a Cathodic Protection Specialist Company to monitor the repairs and prepare any necessary reports on the repaired bridge deck cathodic protection system and perform any training needed for the operation of the system.

The deck repair will be paid separately for at the contract unit price per Square Foot for DECK REPAIR FOR CATHODIC PROTECTION SYSTEM which price shall reflect the inclusion of the removal, and disposal of damaged parts, the removal of debris, the furnishing, delivering, installing of all miscellaneous materials and the labor necessary to make a complete installation.

SPECIAL PROVISION
FOR
DECK REPAIR FOR CATHODIC PROTECTION SYSTEM

This work shall consist of repairing and installing by approved cathodic protection specialized company including all necessary hardware, cable and accessories as specified to be compatible to existing Corrpro Cathodic system.

REBRAZE LEAD WIRE TO STEEL REINFORCEMENT BAR

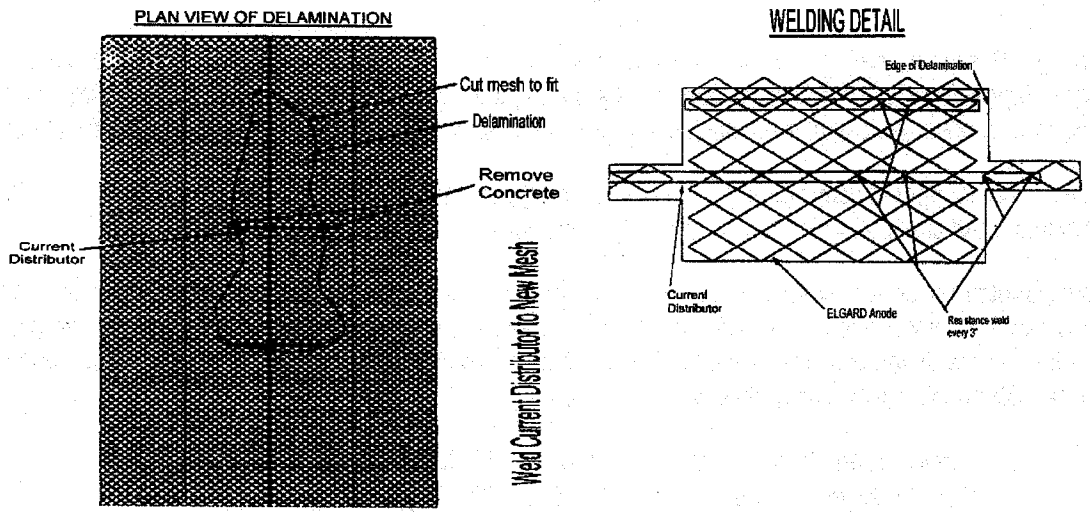
Lead wires broken off from the rebar shall be repaired by the Contractor when directed by the Engineer. The existing concrete is to be removed in the area of the rebar taking care not to damage the anode system installed in the deck. The thermite brazing kit shall be Cadweld cathodic protection connections. All thermite brazed connections shall be installed and tested in accordance with the manufacturer's specifications and instructions. All thermite brazing connections shall be coated with a nonconductive epoxy coating. Patch the rebar excavation with concrete equal to the existing or as directed by the Engineer.

REPAIR ANODE MESH

The anode mesh shall be repaired by the Cathodic Protection Specialist Company . The existing concrete is to be removed by Cathodic Protection Specialist Company . If the removal of the delaminated concrete has exposed any steel, the Cathodic Protection Specialist Company shall test the steel to ensure good electrical conductivity. If the steel is found to be discontinuous, the Contractor shall make it continuous. Since exiting cathodic system is Corrpro system, Cathodic Protection Specialist Company shall provide an inspection report from Corrpro Company to prove the work and materials are compatible to existing system, prior to County acceptance.

Method of Splicing:

1. With a concrete chisel, carefully expose two (2) diamonds of mesh at each of two (2) locations on opposing sides of the excavation. Measure and cut a length of current distributor to fit across the excavation, ensuring that the current distributor is sufficiently long to overlap the exposed two (2) diamonds on either side. Weld the current distributor to the exposed mesh at the junctions of the diamonds.
2. Cut a piece of ELGARD mesh to fit the size of the excavation. Place the new ELGARD mesh in the excavation. Weld the new mesh to the current distributor at each junction point or every three (3) inches. Fasten the mesh to the concrete using the Xmas tree fasteners provided by ELGARD Corporation.
3. If the elimination extends across the width of the mesh, then additional current distributor must be used to splice the embedded mesh to the mesh used for repair. This step will ensure that the piece of mesh on the far side of the repair from the power feed is electrically continuous with the new mesh.
4. Check for short circuits between the anode (mesh) and steel using a portable DC voltmeter.



The Contractor shall provide all equipment, transportation and labor necessary to furnish and install the equipment as specified.

Bid prices shall reflect the inclusion of the removal, and disposal of damaged parts, the removal of debris, the furnishing, delivering, installing of all miscellaneous materials and the labor necessary to make a complete installation.

Damage to items not specifically provided for in the bid prices shall be repaired or replaced at no additional cost to the Contract.

Basis of Payment: This work will be paid for at the contract SQUARE FOOT price for DECK REPAIR FOR CATHODIC PROTECTION SYSTEM and shall consist of hiring a Cathodic Protection Specialist Company to repair any necessary bridge deck cathodic protection system.

SPECIAL PROVISION
FOR
DECK DRAINS

Description. This item shall consist of furnishing and installing deck drains consisting of floor scuppers, downspout pipes, fittings, expansion collars, brackets and pipe straps, together with other necessary work, including the necessary excavation for deck drainage, as shown on the plans or as directed by the Engineer.

Materials. The scupper castings shall be of the size and types shown on the plans and shall conform to the requirements of Article 1006.14 of the Standard Specifications.

The downspouts may be furnished consisting of either corrosion resistant, high strength, low alloy steel pipe or ductile cast iron pipe, Class 50. If corrosion resistant, high strength low alloy steel pipe is used, the pipe shall conform to the dimensions and weights of ASTM A 53 as approved by the American National Standards Institute (ANSI) and to the following physical requirements:

Tensile Strength, Minimum	345 MPa (50,000 p.s.i.)
Yield Strength, Minimum	260 MPa (37,500 p.s.i.)
Elongation in 2", Minimum	30%

If ductile cast iron pipe is used, the pipe shall be supplied with push-on joints furnished with a single molded rubber gasket conforming to American National Standards Institute A 21.11. The pipe shall have a minimum tensile strength of 415 MPa (60,000 p.s.i.), a minimum yield point of 290 MPa (42,000 p.s.i.) and a minimum elongation of 10% in accordance with ANSI A21.51. The pipe shall be good for a 2.41 MPa (350 p.s.i.) working pressure. The fittings shall conform to ANSI specification A21.10 with ductile cast iron physical properties as specified in ASTM A539.

Construction Method. The castings shall be accurately located in the forms rigidly held in position and concreted in place. All piping shall be accurately installed to the lines and grades as shown on the plans and shall be supported and braced against movement. Proper and suitable tools and appliances shall be used at all times for the safe and convenient handling and placing of the reducers, piping and fittings. The piping and fittings may be prefabricated in convenient lengths for installation.

All welds shall be accurately cut and carefully welded to result in a watertight seal and neat appearing joint. All welding shall conform to the current specifications for Welded Highway and Railway Bridges of the American Welding Society.

All push-on joints shall be completely assembled.

All reducers, piping and fittings shall be painted in accordance with Section 506 of the Standard Specifications.

Paint material and mixed paints shall conform to the requirements of Section 1008 of the Standard Specifications.

Final coat of paint of deck drains shall be the same color as that of the structural steel deck beams or as specified in the plans.

Method of Measurement. Deck drains will be measured for payment in foot (meter) in place, measured from the bridge deck along the center line of reducers, downspout pipes and fittings.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for **DECK DRAINS**, measured as specified, which price shall be payment in full for all materials, fabrication and installation, including cast iron scupper drains, downspout pipes, fittings, brackets, pipe supports, reducers, tapped plugs, expansion collars, paintings and necessary excavation as shown on plans or as directed by the Engineer.

SPECIAL PROVISION
FOR
MAINTENANCE OF EXISTING NAVIGATION LIGHTING SYSTEM

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

This item shall consist of maintaining the existing navigation lighting system at a location 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 Contractor shall be responsible for the proper operation and maintenance of all existing navigation lighting systems which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing work at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date.

Existing navigation lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

Maintenance of Existing Navigation Lighting Systems

Existing navigation lighting systems. Existing navigation lighting systems shall be defined as a lighting system in service prior to this contract. The contract drawings indicate the general extent of any existing navigation lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

Navigation Lighting System Maintenance Operations

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, of the County Highway Department. These responsibilities shall include the maintenance of navigation lighting units, cable runs and lighting controls.

Replace all burned out lamps and broken glassware not later than twenty four (24) hours following discovery or notification. Determine the cause of the malfunction unless it was caused by a burned out lamp, without energizing the light from the normal source. Replace all burned out lamps and broken glassware to match the same type characteristic as the original installation.

Repair or replace all cable damaged from any cause whatsoever, as follows: Where such damaged cable is in duct, steel or plastic conduit, the faulty wiring shall be removed and replaced with an approved new cable and the duct or conduit shall be repaired. Where damaged cable is buried in earth, the faulty section shall be removed and replaced using approved cable. It shall include conduit connection, wiring and all appurtenances mounted on bridges.

The existing navigation light fixture and/or lens protector shall be properly disposed of off of County Right Of Way. The existing navigation light fixtures and lens protector currently installed on the Department structures meet U.S. Coast Guard (U.S.C.G.) Bridge Lighting Regulations. Replacement fixtures or equipment required under this contract shall:

a. Meet current U.S.C.G. regulations.

b. Be mounted in the same location and manner as the original units.

c. Match the Fresnel lens color and degree spread (either 180 degrees or 360 degrees) as the existing units.

d. Be equipped with a Lens Protector.

e. Light fixture and/or len protector shall match the same type characteristic as the original installation.

f. The shields shall be formed from 3/16" clear Lexan and be ballistically proven to deflect most small caliber bullets from 25 to 75 feet.

The Contractor shall provide all equipment, transportation and labor necessary to furnish and install the equipment as specified.

Bid prices shall reflect the inclusion of the removal, and disposal of damaged parts, the removal of debris, the furnishing, delivering, installing of all miscellaneous materials and the labor necessary to make a complete installation.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Navigation light outage	1 hour	4 hours	24 hours

Service Response Time - amount of time from the initial notification to the Contract until a patrolman physically arrives at the location.

Service Restoration Time – amount of time from the initial notification to the Contractor until the time the system is fully operational again. Permanent Repair Time – amount of time from initial notification to the

Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement. When temporary cable is installed, all splices shall be as good as splices for permanent repairs.

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 compete 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. Repeated failures and/or a gross failure of maintenance shall result in the County's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Damage caused by the Contactor's operations shall be repaired at no additional cost to the Contract.

Operation of Navigation Lighting

The navigation lighting shall be operation every night, dusk to dawn. Navigation lighting systems shall not be kept in operation during long daytime periods. The contractor shall demonstrate to the satisfaction of the Engineer that the navigation lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request.

Basis of Payment. This work will be paid for at the contract unit price EACH for MAINTENANCE OF EXISTING NAVIGATION LIGHTING SYSTEM, which price shall be payment in full for all materials, equipment and labor necessary to maintain the existing navigation lighting as shown on the plans. Each system will be paid for separately. Following completion of the navigation system maintenance transfer to the Contractor, 30 percent of the bid price will be paid. Following the maintenance transfer to the County, State 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 completed to the satisfaction of the Engineer.

COUNTY OF COOK
CHICAGO, ILLINOIS
PROPOSAL

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

known as GROUP 3 - 2013

Improvements	Township	Route	Section
104th Ave. at Cal-Sag Channel Structure Number: 016-3018	Palos	W25	12-W2515-03-BR
Ridgeland Ave. at Cal-Sag Channel Structure Number: 016-3025	Worth	W37	12-W3714-06-BR
Crawford Ave. at Cal-Sag Channel Structure Number: 016-0748	Worth	W43	12-W4313-02-BR
Francisco Ave. at Cal-Sag Channel Structure Number: 016-3210	Worth	W95	12-W9513-05-BR

LOCATION OF IMPROVEMENT

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

The proposed improvement to the 104th Avenue Bridge at the Calumet-Sag Channel is located approximately 0.5 miles south of 107th St., in Palos Township, on the West line of Section 21, T37N;R12E of the Third Principal Meridian.

The proposed improvement to the Ridgeland Avenue Bridge at the Calumet-Sag Channel is located approximately 0.6 miles south of 115th St. in Worth Township, on the West line of Section 29, T37N;R13E of the Third Principal Meridian.

The proposed improvement to the Crawford Avenue Bridge at the Calumet-Sag Channel is located approximately 0.25 miles north of 135th St., in Worth Township, on the West line of Section 35, T37N;R13E of the Third Principal Meridian.

The proposed improvement to the Francisco Avenue Bridge at the Calumet-Sag Channel is located approximately 0.25 miles north of 135th St., in Worth Township, in the southwest quadrant of Section 36, T36N;R13E of the Third Principal Meridian.

(CONTINUED ON NEXT PAGE)

DESCRIPTION OF IMPROVEMENT

This is a Quality Control/Quality Assurance project.

The proposed improvement of the 104th Avenue Bridge at the Calumet-Sag Channel includes deck slab repair, removal and replacement of the existing strip seal expansion joint, cleaning and painting existing steel structures, structural repair of concrete, steel truss member repairs, removal and replacement of the deck in-fill areas and collateral and auxiliary work as needed to complete the project

The proposed improvement of the Ridgeland Avenue Bridge at the Calumet-Sag Channel includes, cleaning and painting of existing steel structures, removal and replacement of existing deck drains, removal and replacement of existing strip seal and neoprene expansion joints, steel truss member repairs, structural repair of concrete, removal and replacement of the deck in-fill areas and collateral and auxiliary work as needed to complete the project.

The proposed improvement of the Crawford Avenue Bridge at the Calumet-Sag Channel includes cleaning and painting existing steel structures and steel handrail, removal and replacement of existing strip seal expansion joint, repair of steel handrail and posts, removal and replacement of the deck in-fill areas, approach slab repair and collateral and auxiliary work as needed to complete the project.

The proposed improvement of the Francisco Avenue Bridge at the Calumet-Sag Channel includes cleaning and painting existing steel structures, removal and replacement of existing strip seal and neoprene expansion joints, steel truss member repairs, removal and replacement of the deck in-fill areas, structural repair of concrete and collateral and auxiliary work as needed to complete the project.

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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 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, 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 proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

Section 4: Certifications. 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. 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.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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)

X 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. [X] **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: HIGHWAY SAFETY CORP

Address: 1756 ARMITAGE, ADDISON IL 60101

E-mail: ALLISONHSC1@AOL.COM

Contact Person: ALISON FREEBURG-MROZ Phone: 630-620-7747

Dollar Amount Participation: $ 80,000-

Percent Amount of Participation: 1.6% %

*Letter of Intent attached? Yes X No ____

*Letter of Certification attached? Yes X No ____

MBE/(WBE) Firm: SJ CONSTRUCTION CO. INC

Address: 4245 166th STREET, OAK FOREST, IL 60452

E-mail: SKAPOVICH@SJCONST.COM

Contact Person: SIMONE KAPOVICH Phone: (708) 331-1816

Dollar Amount Participation: $ 505,000-

Percent Amount of Participation: OVER 10% %

*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.**

MBE/WBE UTILIZATION PLAN (SECTION 1)

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X 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**

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

MBE/WBE Firm: LEEWAY WRECKING INC.

Address: 4709 W. KINZIE, CHICAGO

E-mail: WRECKINGWITHLEEWAY@GMAIL.COM

Contact Person: WILLIAM LEE Phone: 708-344-7450

Dollar Amount Participation: $ $4,163,000-

Percent Amount of Participation: OVER 23% %

*Letter of Intent attached? Yes X No ____

*Letter of Certification attached? Yes X No ____

MBE/WBE Firm: ____

Address: ____

E-mail: ____

Contact Person: ____ Phone: ____

Dollar Amount Participation: $ ____

Percent Amount of Participation: ____ %

*Letter of Intent attached? Yes ____ No ____

*Letter of Certification attached? Yes ____ 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.**

MBE/WBE UTILIZATION PLAN (SECTION 1)

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)

X 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**

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ 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.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Highway Safety Corp

Address: 1756 Armidale Ct

City/State: Addison Zip 60101

Phone: 630 620-7747 Fax: 630 620-7146

Email: Allison HSC@CAOL.Com

Certifying Agency: COOK COUNTY

Certification Expiration Date:

FEIN #: 36-3034843

Contact Person: Alison T Freeburg Mnoz

Contract #: 1388-12930

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:

Traffic Control

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

$80,000 - 1.6%

LUMP SUM + UNIT PRICES

(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)
Alison T Freeburg-Mnoz	RICHARD KRAUSE
Print Name	Print Name
Highway Safety Corp	PATH CONSTRUCTION CO.
Firm Name	Firm Name
9-17-13	9-18-13
Date	Date

Subscribed and sworn before me

this 17 day of SEPTEMBER, 20 13.

Notary Public

SEAL

OFFICIAL SEAL
MATTHEW D JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 15, 2016

Subscribed and sworn before me

this 16 day of SEPTEMBER, 20 17.

Notary Public

SEAL

JUSTIN KRAUSE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 02, 2015

OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR
118 N Clark Street ● Chicago, Illinois 60602 ● (312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

EDWIN REYES
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

May 8, 2013

Mr. Ruben Melesio, Owner
Highway Safety Corp.
1756 Armitage Court
Addison, IL 60101

Dear Mr. Melesio:

Cook County Board President Toni Preckwinkle and City of Chicago Mayor Rahm Emanuel have launched a reciprocal Minority and Women Business Enterprise initiative. This initiative will allow your business to be certified by either the County or City, and have that certification apply to both agencies. This combined effort by the County and City will lessen the financial burden and streamline the certification process by providing a "one stop shop" for MBE/WBEs interested in participating in County and City procurement opportunities.

Highway Safety Corp. is currently certified by the City of Chicago as a MBE. Our office has received a No Change Affidavit application from your company for the same certification status in the same area of expertise.

This letter is to notify you that your designated Host Agency will be the City of Chicago and your MBE certification will be recognized for Cook County contracts, provided that your status with the City remains in good standing. As such, you will no longer be required to submit your annual No Change Affidavit to Cook County Government. However, if you still wish to pursue re-certification from the County, please send us an email as to that fact to ernnesha.kerr@cookcountyil.gov, no later than 14 days from of the date of this letter.

Please note that if you are currently certified with the City of Chicago in a *non-construction* area (i.e. professional services or goods), the County Code requires that you do not exceed 1) the S.B.A. Size Standards and 2) Personal Net Worth standards of approximately $2MM. If you are a non-construction firm and wish to participate as an MBE in an upcoming County contract, you must submit an affidavit regarding your Size and Personal Net Worth at the time of the bid. You can download the affidavit from www.cookcountyil.gov/contractcompliance.

If you have further questions and/or comments, please contact ErnNesha Kerr at 312-603-5267.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: S & J Construction Co., Inc.
Certifying Agency: CDOT
Address: 4245 166th Street
Certification Expiration Date: 1-31-2016
City/State: Oak Forest, IL Zip 60452
FEIN #: 36-3125011
Phone: 708 331-1816 Fax: 708 687-2135
Contact Person: Simone Kapovich
Email: skapovich@sjconst.com
Contract #: 1388-12930

Participation: [x] Direct [ ] Indirect

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

[X] 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:

1 Lump Sum Beam Straightening
1 Each Jack and Remove Existing Bearings
15,090Pound Structural Steel Repair
430Pound Furnish and Erect Structural Steel

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

$505,000- OVER 10%
LUMP SUM & UNIT PRICES

(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): Simone Kapovich
Print Name: Simone Kapovich
Firm Name: S & J Construction Co., Inc.
Date: 09-17-13

Subscribed and sworn before me
this 17th day of September, 2013.
Notary Public: Leonard M Kapovich
SEAL

"OFFICIAL SEAL"
LEONARD M. KAPOVICH

Signature (Prime Bidder/Proposer)
Print Name: Richard Krause
Firm Name: Path Construction Co.
Date: 9-18-13

Subscribed and sworn before me
this 18 day of September, 2013.
Notary Public
SEAL

JUSTIN KRAUSE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 02, 2015

RECEIVED
JUN 12 2013
S & J CONSTRUCTION CO., INC.

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Sent via e-mail: skapovich@sjconst.com

May 31, 2013

Simone Kapovich
S & J Construction Co., Inc.
16823 State Street
South Holland, IL 60473

Dear Ms. Kapovich:

This letter is to inform you that the City of Chicago has extended your status as a Women Business Enterprise (**WBE**) 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

/sl

CLOSE WINDOW

HELP

Vendor Information

Vendor Information

Business Name	S & J Construction Co., Inc.
Owner	Ms. Simone Kapovich
Address > Map This Address	16823 State St. South Holland, IL 60473
Phone	708-331-1816
Fax	708-331-2135
Email	skapovich@sjconst.com

Certification Information

Certifying Agency	City of Chicago
Certification Type	WBE - Women Business Enterprise
Certification Date	2/7/2012
Renewal/Anniversary Date	2/28/2013
Expiration Date	1/31/2016
Certified Business Description	Bridge Construction

Commodity Codes

NAICS 237310 Bridge construction (More)

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: LEEWAY WRECKING INC
Certifying Agency: CITY OF CHICAGO
Address: 4709 W. KIPZIE
Certification Expiration Date: 2-1-14
City/State: CHICAGO Zip 60644
FEIN #:
Phone: 708-344-7450 Fax:
Contact Person: WILLIAM LEE
Email: WRECKINGTHELEEWAY@GMAIL.COM
Contract #: 1388-12930

Participation: [X] Direct [ ] Indirect

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

[X] 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:

DEMOLITION, TRUCKING, RIP-RAP,

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

1,163,000 - OVER 23%

LUMP SUM & UNIT PRICES

(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)

William H. Lee III
Print Name

LEEWAY WRECKING
Firm Name

9/16/13
Date

Subscribed and sworn before me

this 16 day of SEPTEMBER, 20 13.

Notary Public

SEAL

OFFICIAL SEAL
MATTHEW D JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 15, 2016

Signature (*Prime Bidder/Proposer*)

RICHARD KRAUSE
Print Name

PATH CONSTRUCTION CO.
Firm Name

9-18-13
Date

Subscribed and sworn before me

this 18 day of SEPTEMBER, 20 13.

Notary Public

SEAL

JUSTIN KRAUSE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 02, 2015

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 18 2013

William Lee
Leeway Wrecking, Inc.
4709 W. Kinzie
Chicago, Illinois 60644

Annual Certificate Expires: February 1, 2014

Dear Mr. Lee:

We are pleased to inform you that Leeway Wrecking, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until February 1, 2018; however your firms' certification 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 February 1, 2014.** 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 December 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 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.

FEB 18 2013

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 Code - 238910 – Demolition contractor
NAICS Code - 238910 – Excavation contractor
NAICS Code - 562119 – Dump trucking of rubble or brush with collection or disposal

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

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

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____

Address: _____ Certification Expiration Date: _____

City/State: _____ Zip_____ FEIN #: _____

Phone: _____ Fax: _____ Contact Person: _____

Email: _____ Contract #: _____

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:

_____

_____

_____

_____

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 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*)

_____ _____

Print Name Print Name

_____ _____

Firm Name Firm Name

_____ _____

Date Date

Subscribed and sworn before me Subscribed and sworn before me

this ____ day of_____, 20_____. this ____ day of_____, 20_____.

Notary Public _____ Notary Public _____

SEAL SEAL

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.

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) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

N/A

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

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

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

Yes: X No: _____

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

3550 W. Salt Creek Lane - Suite 116

Arlington Heights, IL 60005

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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

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) X The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

_____

_____

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name PATH CONSTRUCTION COMPANY INC D/B/A: _____ EIN NO.: 37-1572701

Street Address: 3550 W. SALT CREEK LANE - SUITE 116

City: ARLINGTON HEIGHTS State: ILLINOIS Zip Code: 60005

Phone No.: (847) 398-7100

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
RICHARD KRAUSE	3550 W SALT CREEK LANE #116 ARLINGTON HEIGHTS, IL 60005	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] 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):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved 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.

RICHARD KRAUSE
Name of Authorized Applicant/Holder Representative (please print or type)

PRESIDENT
Title

Signature

9/18/13
Date

RKRAUSE@PATHCC.COM
E-mail address

(847) 398-7100
Phone Number

Subscribed to and sworn before me
this 18th day of SEPT, 2013.

My commission expires:
6-19-2017

PATRICK MUELLER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
June 19, 2017

X
Notary Public Signature

Notary Seal

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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.

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

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

_____ 9/18/13
Owner/Employee's Signature Date

Subscribe and sworn before me this 18th Day of SEPTEMBER, 2013

a Notary Public in and for COOK County

_____
(Signature)

NOTARY PUBLIC SEAL

PATRICK MUELLER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
June 19, 2017

My Commission expires 6-19-2017

Completed forms must be filed within **30** days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

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 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 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 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 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 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 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 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 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 swom 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 PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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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 LIMITED LIABILITY 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 Procurement Director 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:_____ * CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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:_____ * CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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:_____ * CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A CORPORATION
(SECTION 9)

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 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: PATH CONSTRUCTION COMPANY, INC.

BUSINESS ADDRESS: 3550 W. SALT CREEK LANE - SUITE 116

ARLINGTON HEIGHTS, ILLINOIS 60005

BUSINESS TELEPHONE: (847) 398-7100 FAX NUMBER: (847) 398-7101

CONTACT PERSON: RICHARD KRAUSE

FEIN: 37-1572701 *IL CORPORATE FILE NUMBER: 66170896

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: RICHARD KRAUSE VICE PRESIDENT:

SECRETARY: RICHARD KRAUSE TREASURER:

****SIGNATURE OF PRESIDENT:**

ATTEST: **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

18th day of SEPTEMBER, 2013.

PATRICK MUELLER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
June 19, 2017

My commission expires: 6-19-2017

X _____
Notary Public Signature

Notary Seal

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

WWW. ILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	PATH CONSTRUCTION COMPANY, INC.	**File Number**	66170896
Status	ACTIVE		
Entity Type	CORPORATION	**Type of Corp**	DOMESTIC BCA
Incorporation Date (Domestic)	08/29/2008	**State**	ILLINOIS
Agent Name	RICHARD KRAUSE	**Agent Change Date**	01/03/2011
Agent Street Address	3550 W SALT CREEK LANE STE 116	**President Name & Address**	RICHARD KRAUSE 3550 SALT CREEKLN ARLINGTON HEIGHTS IL 60005
Agent City	ARLINGTON HEIGHTS	**Secretary Name & Address**	
Agent Zip	60005	**Duration Date**	PERPETUAL
Annual Report Filing Date	08/12/2013	**For Year**	2013

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

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: Liberty Mutual Insurance Company
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount

of the bid/contract: 1388-12930
(NUMBER)

to: PATH CONSTRUCTION COMPANY, INC.
(BIDDER)

The penalty of this bond is to be 100% of Contract Amount
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY

(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

William P. Maher
(ATTORNEY-IN-FACT) William P. Maher

00520 11592
AMB # NAIC

SEAL

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 **1388 - 12930**, projects and section numbers **104th Avenue 12-W2515-03-BR**; **Ridgeland Avenue 12-W3714-06-BR**; **Crawford Avenue 12-W4313-02-BR**; and **Francisco Avenue 12-W9513-05** 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

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men by These Presents, That we,_____

as principle, and_____

_____, as surety, are

held and firmly bound unto the County of Cook in the penal sum of _____

_____ Dollars ($), 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_____ day of_____ A.D. 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounded principle entered into a certain contract with the County of Cook, bearing date the day of **AWARD OF CONTRACT** for

GROUP 3-2013:
104th Avenue at Calumet-Sag Channel SECTION Number: 12-W2515-03-BR Route W25

Ridgeland Avenue at Calumet-Sag Channel SECTION Number: 12-W3714-06-BR Route W37

Crawford Avenue at Calumet-Sag Channel SECTION Number: 12-W4313-02-BR Route W43

Francisco Avenue at Calumet-Sag Channel SECTION Number: 12-W9513-05-BR Route W95

In the Townships of Palos and Worth

COOK COUNTY PROCUREMENT CONTRACT NO.: 1388-12930

The terms and conditions of the Illinois Public Construction Bond Act, 30 ILCS 550

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.

_____

PRINCIPAL/CONTRACTOR SEAL

By_____ _____

PRESIDENT SECRETARY

_____

Liberty Mutual Insurance Company

SURETY SEAL

By _____

SURETY/ATTORNEY-IN-FACT William P. Maher

(ATTACH POWER OF ATTORNEY)

00520 AMB#

11592 NAIC#

Approved as to form:

By: _____

ASSISTANT STATES ATTORNEY

PW5.18

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 PATH CONSTRUCTION COMPANY, INC., party of the second part and hereinafter called Contractor.

WITNESSETH:

That for and in consideration of the payments to be made by the said County as hereinafter provided, the said Contractor hereby covenants and agrees with the said County to do all the work and furnish all the labor, materials, machinery, apparatus, implements, tools, and other things necessary for the improvement of a section of the public highway known as Cook County Contract **#1388-12930 Group 3 - 2013**. In the County of Cook, and State of Illinois, said section known or to be known as:

GROUP 3-2013:
104th Avenue at Calumet-Sag Channel SECTION Number: 12-W2515-03-BR Route W25

Ridgeland Avenue at Calumet-Sag Channel SECTION Number: 12-W3714-06-BR Route W37

Crawford Avenue at Calumet-Sag Channel SECTION Number: 12-W4313-02-BR Route W43

Francisco Avenue at Calumet-Sag Channel SECTION Number: 12-W9513-05-BR Route W95

In the Townships of Palos and Worth

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 **December 1, 2014**.

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.

County of Cook
Department of Transportation and Highways

Proposal Bid Bond

Bond #PAT091813

Project: Group 3 - 2013
Section 1388-12930
Date 9-18-13
Letting September 18, 2013

We Path Construction Company as Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the County of Cook a body politic and corporate of the state of Illinois herein after called the County in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the County this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the County acting through its awarding agency for the construction of the work designated as the above section.

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the County for the above-designated section, and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish the required insurance coverage, all as provided in the Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the County determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the County acting through its awarding agency shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 18th day of September A.D. 20 13.

PRINCIPAL

Path Construction Company
(Company Name) (Seal)

BY: _____
(Signature & Title) RICHARD KRAUSE - PRESIDENT

_____
(Company Name) (Seal)

BY: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signatures of each contractor must be affixed.)

SURETY

Liberty Mutual Insurance Company
(Name of Surety) (Seal)

BY: _____
(Signature of Attorney-in-fact) William P. Maher

STATE OF ILLINOIS
COUNTY OF COOK

I, Vicki L. Broaddus, a Notary Public in and for Cook County, do hereby certify that William P. Maher AND RICHARD KRAUSE
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

Who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of September A.D., 20 13. My commission expires 6-18-17

_____
Notary Public

OFFICIAL SEAL
VICKI L BROADDUS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/18/17

*Improper execution of this form (i.e. Missing Signatures or Seals or incomplete certification) will result in bid being declared irregular.
** If Bid Bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with Bid.

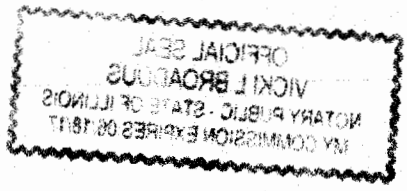
STATE OF Illinois
COUNTY OF Cook

On this 18th day of September 2013, before me came William P. Maher, who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized Attorney-in-Fact Liberty Mutual Insurance Company at the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Notary Public Vicki L Broaddus

OFFICIAL SEAL
VICKI L BROADDUS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/18/17


OFFICIAL SEAL
VICKI L BROADDUS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/18/17

OFFICIAL SEAL
VICKI L BROADDUS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/18/17

Bond No. 268003382

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men by These Presents, That we, Path Construction Company

as principle, and Liberty Mutual Insurance Company

_____, as surety, are

held and firmly bound unto the County of Cook in the penal sum of Four Million, Nine Hundred Sixty Six Thousand, Eight Hundred Forty Seven & 00/100 Dollars ($ 4,966,847.00), 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 13th day of November A.D. 20 13.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounded principle entered into a certain contract with the County of Cook, bearing date the day of **AWARD OF CONTRACT** for

GROUP 3-2013:
104th Avenue at Calumet-Sag Channel SECTION Number: 12-W2515-03-BR Route W25

Ridgeland Avenue at Calumet-Sag Channel SECTION Number: 12-W3714-06-BR Route W37

Crawford Avenue at Calumet-Sag Channel SECTION Number: 12-W4313-02-BR Route W43

Francisco Avenue at Calumet-Sag Channel SECTION Number: 12-W9513-05-BR Route W95

In the Townships of Palos and Worth

COOK COUNTY PROCUREMENT CONTRACT NO.: 1388-12930

The terms and conditions of the Illinois Public Construction Bond Act, 30 ILCS 550

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.

Path Construction Company

PRINCIPAL/CONTRACTOR SEAL

By _____
PRESIDENT

RICHARD KRAUSE

_____
SECRETARY

RICHARD KRAUSE

(STATE OF Illinois)
(COUNTY OF Cook)

On this 23rd day of October, 2013 before me came William P. Maher, who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT LIBERTY MUTUAL INSURANCE COMPANY at the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Jackie Brenner
Notary Public

OFFICIAL SEAL
JACKIE BRENNER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/04/16

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6181056

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carl Dohn, Jr.; Elise Siegel; Jacqueline Brenner; Jeffrey S. Moore; Karen Dohn; Susan Murray; Vicki L. Broaddus; William P. Maher

all of the city of Palatine, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of June, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 26th day of June, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

K D RILEY COMM. EXP. NOTARY PUBLIC 12-29-2013 STATE OF WASHINGTON

By: _____
KD Riley , Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of October, 2013.

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2013

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	CONTACT NAME: Linda Luebking
Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	PHONE (A/C, No, Ext): (847) 463-7832 FAX (A/C, No): 847-440-9123 E-MAIL ADDRESS: lluebking@assuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Insurance Co.	
INSURER B : Amerisure Insurance Company	15350
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Path Construction Company, Inc.
3550 W. Salt Creek Lane, Suite 116
Arlington Heights IL 60005

COVERAGES CERTIFICATE NUMBER: 1407298175 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPP20719920202	9/3/2013	9/3/2014	EACH OCCURRENCE	$2,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			CA20719910302	9/3/2013	9/3/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			CU20719940302	9/3/2013	9/3/2014	EACH OCCURRENCE	$8,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$8,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC207199503	9/3/2013	9/3/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A A	OCP Policy Leased & Rented			R0288510241331187 CPP2071992	11/13/2013 9/3/2013	11/13/2014 9/3/2014	$2,000,000 / Occur Limit:	$4,000,000 / Agg $26,000

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

RE: Cal Sag Bridge Project Contract ##1388-12930 Group 3 -2013 GROUP 3-2013:
104th Avenue at Calumet-Sag Channel SECTION Number: 12-W2515-03-BR Route W25
Ridgeland Avenue at Calumet-Sag Channel SECTION Number: 12-W3714-06-BR Route W37
Crawford Avenue at Calumet-Sag Channel SECTION Number: 12-W4313-02-BR Route W43
Francisco Avenue at Calumet-Sag Channel SECTION Number: 12-W9513-05-BR Route W95
in the Townships of Palos and Worth
See Attached...

OK TLD

CERTIFICATE HOLDER

County of Cook
69 W. Washington Street
Chicago IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daniel S. Kharas

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Assurance Agency, Ltd.	Path Construction Company, Inc. 3550 W. Salt Creek Lane, Suite 116 Arlington Heights IL 60005
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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.

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INSURANCE BINDER

DATE (MM/DD/YYYY): 10/24/2013 9:40 AM

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY
Assurance Agency, Ltd
1750 E Golf Road
Suite 1100
Schaumburg, IL 60173

COMPANY: Mid-Continent Casualty Company

BINDER #: 17812

EFFECTIVE DATE	EFFECTIVE TIME		EXPIRATION DATE	EXPIRATION TIME	
11/13/2013	12:01 AM	X AM / PM	1/13/2014	X 12:01 AM / NOON	

PHONE (A/C, No, Ext): (847) 797-5700 FAX (A/C, No):

CODE: SUB CODE:

AGENCY CUSTOMER ID: PATHCON-01 License # 100292798

☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:

INSURED

County of Cook
69 W. Washington Street
Chicago, IL 60602

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)
Loc 1, Bldg 1, 4 Bridges along Calumet-Sag Channel in Palos/Worth Township IL

COVERAGES — LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY — CAUSES OF LOSS: ☐ BASIC ☐ BROAD ☐ SPEC				
GENERAL LIABILITY		EACH OCCURRENCE		$ 2,000,000
☐ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES		$
☐ CLAIMS MADE ☒ OCCUR		MED EXP (Any one person)		$
☒ Owners/Contractors Protective Li		PERSONAL & ADV INJURY		$
		GENERAL AGGREGATE		$ 4,000,000
	RETRO DATE FOR CLAIMS MADE:	PRODUCTS - COMP/OP AGG		$
VEHICLE LIABILITY		COMBINED SINGLE LIMIT		$
☐ ANY AUTO		BODILY INJURY (Per person)		$
☐ ALL OWNED AUTOS		BODILY INJURY (Per accident)		$
☐ SCHEDULED AUTOS		PROPERTY DAMAGE		$
☐ HIRED AUTOS		MEDICAL PAYMENTS		$
☐ NON-OWNED AUTOS		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
				$
VEHICLE PHYSICAL DAMAGE — DED	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	☐ ACTUAL CASH VALUE		
☐ COLLISION:		☐ STATED AMOUNT		$
☐ OTHER THAN COL:				
GARAGE LIABILITY		AUTO ONLY - EA ACCIDENT		$
☐ ANY AUTO		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		$
		AGGREGATE		$
EXCESS LIABILITY		EACH OCCURRENCE		$
☐ UMBRELLA FORM		AGGREGATE		$
☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	SELF-INSURED RETENTION		$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		☐ WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		$
		E.L. DISEASE - EA EMPLOYEE		$
		E.L. DISEASE - POLICY LIMIT		$
SPECIAL CONDITIONS / OTHER COVERAGES: OKTW		FEES		$
		TAXES		$
		ESTIMATED TOTAL PREMIUM		$

NAME & ADDRESS

☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE

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CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars ($1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in 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

17812

PATHCON-01 PAGE 1 OF 1

LOC # 1 BUILDING # 1

STREET, CITY, COUNTY, STATE, ZIP CODE	CITY LIMITS	INTEREST	YR BUILT	# EMPLOYEES	ANNUAL REVENUES	% OCCUPIED
4 Bridges along Calumet-Sag Channel in Palos/Worth Township IL	☐ INSIDE ☐ OUTSIDE	☐ OWNER ☐ TENANT				

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				

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				

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				

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				

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				

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				

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				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

COMMERCIAL GENERAL LIABILITY SECTION - HAZARDS SCHEDULE

PATHCON-01 PAGE 1 OF 1

LOCATION # 1 BUILDING #1 HAZ # 1

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
					PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
OCP Liability	16291	C	4966847					

LOCATION # BUILDING # HAZ #

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
					PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS

LOCATION # BUILDING # HAZ #

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
					PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS

LOCATION # BUILDING # HAZ #

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
					PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS

LOCATION # BUILDING # HAZ #

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
					PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS

LOCATION # BUILDING # HAZ #

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
					PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS

LOCATION # BUILDING # HAZ #

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
					PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS

LOCATION # BUILDING # HAZ #

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
					PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS

LOCATION # BUILDING # HAZ #

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
					PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS

Path Construction Company
3550 W. Salt Creek Lane, Suite 116
Arlington Heights, IL, 60005
Ph 847-398-7100
Fax 847-398-7101

PATH
Construction Company

Thomas E. Gavin III
Contract Administrator
Cook County Department of Transportation and Highways

October 23, 2013

RE: Group 3-2013:
104th Avenue at Calumet-Sag Channel SECTION Number: 12-W2515-03-BRRoute W25
Ridgeland Avenue at Calumet-Sag Channel SECTION Number: 12-W3714-06-BR Route W37
Crawford Avenue at Calumet-Sag Channel SECTION Number: 12-W4313-02 BR Route W43
Francisco Avenue at Calumet-Sag Channel SECTION Number: 12-W9513-05-BR Route W95
Cook county Procurement Contract No: 1388-12930

Dear Mr. Gavin,

We will not be executing a Trust Agreement for the above referenced contract. Please let me know if there is anything further required.

Sincerely,

Richard A. Krause
President

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6180978

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carl Dohn, Jr.; Elise Siegel; Jacqueline Brenner; Jeffrey S. Moore; Karen Dohn; Susan Murray; Vicki L. Broaddus; William P. Maher

all of the city of Palatine, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of June, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 26th day of June, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of Sept, 2013.

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

Contractor: PATH CONSTRUCTION COMPANY INC.

GROUP 3 - 2013

104TH AVE OVER CALUMET SAG CHANNEL, SECT.: 12-W2515-03-BR;CRAWFORD AVE OVER CALUMET SAG CHANNEL,SECT.: 12-W4313-02-BR; FRANCISCO AVE OVER CALUMET SAG CHANNEL, SECT.: 12-W9513-05-BR;RIDGELAND AVE OVER CALUMET SAG CHANNEL, SECT.: 12-W3714-06-BR

SCHEDULE OF PRICES

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
29	15,090	POUND	STRUCTURAL STEEL REPAIR	$50.80	$ 766,572.00
30	430	POUND	FURNISHING AND ERECTING STRUCTURAL STEEL	$ 28.00	$ 12,040.00
31	123	FOOT	PREFORMED JOINT SEAL, 1 3/4 IN	$ 225.00	$ 27,675.00
32	232	FOOT	PREFORMED JOINT STRIP SEAL, 3 IN	$ 242.00	$ 56,144.00
33	1,751	SQ.YD.	PROTECTIVE SHIELD	$ 82.00	$ 143,582.00
34	900	POUND	REINFORCEMENT BARS	$ 3.80	$ 3,420.00
35	14,920	POUND	REINFORCEMENT BARS, EPOXY COATED	$ 3.80	$ 56,696.00
36	1	L.SUM	TRAFFIC CONTROL DEVICES - DETOUR ROUTING	$ 31,500.00	$ 31,500.00
37	3	EACH	IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE) TEST LEVEL 2	$ 1,480.00	$ 4,440.00
38	3	EACH	IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE) TEST LEVEL 2	$ 6,780.00	$ 20,340.00
39	1	L.SUM	TRAFFIC PROTECTION	$ 26,000.00	$ 26,000.00
40	4	EACH	MAINTENANCE OF EXISTING NAVIGATIONAL LIGHTING SYSTEM	$ 4,200.00	$ 16,800.00
41	958	FOOT	TEMPORARY CONCRETE BARRIER	$ 32.50	$ 31,135.00
42	6,150	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN	$ 1.40	$ 8,610.00
43	958	FOOT	RELOCATE TEMPORARY CONCRETE BARRIER	$ 9.50	$ 9,101.00
44	12	CAL.MO.	ENGINEER'S FIELD OFFICE, TYPE A	$ 4,700.00	$ 56,400.00
45	18	CAL.MO.	CHANGEABLE MESSAGE SIGN	$ 1,400.00	$ 25,200.00
				TOTAL	$ 4,966,847.00

ADDENDUM NO. 2

Contractor: PATH CONSTRUCTION COMPANY INC GROUP 3 - 2013

104TH AVE OVER CALUMET SAG CHANNEL, SECT.: 12-W2515-03-BR;CRAWFORD AVE OVER CALUMET SAG CHANNEL,SECT.: 12-W4313-02-BR;
FRANCISCO AVE OVER CALUMET SAG CHANNEL, SECT.: 12-W9513-05-BR;RIDGELAND AVE OVER CALUMET SAG CHANNEL, SECT.: 12-W3714-06-BR

SCHEDULE OF PRICES

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	906	SQ.YD.	PROTECTIVE COAT	$ 6.00	$ 5,436.00
2	95.10	CU.YD.	CONCRETE REMOVAL	$ 1,150.00	$ 109,365.00
3	100,000	UNIT	CONTRACT EXTRA WORK	$ 1.00	$ 100,000.00
4	120	SQ.YD.	BROKEN CONCRETE DUMPED RIPRAP	$ 256.80	$ 30,816.00
5	1	L.SUM	CLEANING AND PAINTING STEEL RAILING	$ 39,000.00	$ 39,000.00
6	77.50	CU.YD.	CONCRETE SUPERSTRUCTURE	$ 1,030.00	$ 79,825.00
7	1	L.SUM	BEAM STRAIGHTENING	$ 19,000.00	$ 19,000.00
8	1	L.SUM	CLEANING AND PAINTING EXISTING STEEL STRUCTURES	1,856,000.00	$ 1,856,000.00
9	65	EACH	CLEANING EXISTING DECK DRAINS	$ 235.00	$ 15,275.00
10	1	L.SUM	CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES	$ 120,000.00	$ 120,000.00
11	220	SQ.YD.	DECK SLAB REPAIR (FULL DEPTH, TYPE I)	$ 1,050.00	$ 231,000.00
12	5,400	SQ.FT.	DECK REPAIR FOR CATHODIC PROTECTION SYSTEM	$ 74.55	$ 402,570.00
13	220	SQ.YD.	DECK SLAB REPAIR (FULL DEPTH, TYPE II)	$ 840.00	$ 184,800.00
14	150	SQ.YD.	DECK SLAB REPAIR (PARTIAL DEPTH)	$ 501.00	$ 75,150.00
15	342	FOOT	EPOXY CRACK INJECTION	$ 74.50	$ 25,479.00
16	10.60	SQ.YD.	FIBER REINFORCED POLYMER	$ 3,330.00	$ 35,298.00
17	846	SQ.FT.	FIBERGLASS GRATING	$ 23.50	$ 19,881.00
18	1	EACH	JACK AND REMOVE EXISTING BEARINGS	$ 15,500.00	$ 15,500.00
19	10	SQ.YD.	APPROACH SLAB REPAIR (FULL DEPTH)	$ 1,045.00	$ 10,450.00
20	20	SQ.YD.	APPROACH SLAB REPAIR (PARTIAL DEPTH)	$ 950.00	$ 19,000.00
21	3	EACH	MAINTENANCE OF EXISTING CATHODIC PROTECTION SYSTEM	$ 16,950.00	$ 50,850.00
22	151	FOOT	SILICONE JOINT SEALER, 1 IN	$ 38.00	$ 5,738.00
23	1	L.SUM	MAINTENANCE OF NAVIGATION	$ 91,800.00	$ 91,800.00
24	1,714	FOOT	REMOVE AND RE-ERECT EXISTING BRIDGE RAIL	$ 19.50	$ 33,423.00
25	315	SQ.FT.	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN)	$ 107.00	$ 33,705.00
26	215	SQ.FT.	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN)	$ 192.00	$ 41,280.00
27	88	EACH	BAR SPLICERS	$ 45.00	$ 3,960.00
28	235	FOOT	DECK DRAINS	$ 70.60	$ 16,591.00

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

GROUP 3-2013: COOK COUNTY PROCUREMENT CONTRACT # 1388-12930

BID FOR: 104th AVE AT CALUMET-SAG CHANNEL SECTION # 12-W2515-03-BR RTE W25
RIDGELAND AVE AT CALUMET-SAG CHANNEL SECTION # 12-W3714-06-BR RTE W37
CRAWFORD AVE AT CALUMET-SAG CHANNEL SECTION # 12-W4313-02-BR RTE W43
FRANCISCO AVE AT CALUMET-SAG CHANNEL SECTION # 12-W9513-05-BR RTE W95

BID OPENING DATE: 9-18-13

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% OF BID

Submitted by: PATH CONSTRUCTION COMPANY, INC
Bidder
3550 W. SALT CREEK LANE - SUITE 116
Street Address
ARLINGTON HEIGHTS IL 60005
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** _____

Illinois Department of Transportation

Certificate of Eligibility

Contractor No 4677

Path Construction Company
3550 W. Salt Creek Lane, Ste.116 ARLINGTON HEIGHTS, IL 60005

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 $23,420,000.00

001	EARTHWORK	$500,000
010	STRUCTURE REPAIR	$1,075,000
017	CONCRETE CONSTRUCTION	$19,700,000
024	GROUTING	$100,000
034	DEMOLITION	$1,025,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/30/2013 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 7/30/2013.

Acting Engineer of Construction

IL 494-0645

Illinois Department of Transportation

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

Affidavit of Availability

For the Letting of 9/20/2013
(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	12-80-61	13052981	12-28-339R	64H95		
Contract With	FPDCC	CDB	Cook County	IDOT		
Estimated Completion Date	4/1/14	4/4/14	1/31/14	11/30/13		
Total Contract Price	2,222,000.00	1,473,650.00	9,224,000.00	188,291.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,999,800.00	1,089,648.00	6,000,000.00	183,291.00		9,272,739.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		9,272,739.00

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving			100,000.00			100,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			30,000.00			30,000.00
Highway,R.R. and Waterway Structures				57,291.00		57,291.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction			30,000.00			30,000.00
Landscaping						0.00
Fencing			15,000.00			15,000.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition			32,000.00	45,000.00		77,000.00
Pavement Markings (Paint)						0.00
Other Construction (List)	325,400.00	267,433.00	1,300,000.00			1,892,833.00
						0.00
						0.00
Totals	325,400.00	267,433.00	1,507,000.00	102,291.00	0.00	2,202,124.00

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

Illinois Department of Transportation

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

Affidavit of Availability

For the Letting of 9/20/2013
(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	11-53-138	K20874	13043881	12-23-305		
Contract With	Cnty of Cook	Metra	CDB	Cnty of Cook		
Estimated Completion Date	2/15/13	10/20/13	11/1/13	9/15/13		
Total Contract Price	391,400.00	2,352,900.00	1,538,635.00	3,902,300.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	378,700.00	385,000.00	1,057,642.00	261,000.00		11,355,081.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		11,355,081.00

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving		20,000.00				120,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints			23,500.00			23,500.00
Aggregate Bases & Surfaces						30,000.00
Highway,R.R. and Waterway Structures						57,291.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction			35,175.00			65,175.00
Landscaping		48,500.00				48,500.00
Fencing						15,000.00
Guardrail						0.00
Painting						0.00
Signing		28,800.00				28,800.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						77,000.00
Pavement Markings (Paint)						0.00
Other Construction (List)	140,000.00	93,500.00	278,298.00	30,000.00		2,434,631.00
						0.00
						0.00
Totals	140,000.00	190,800.00	336,973.00	30,000.00	0.00	2,899,897.00

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

Illinois Department of Transportation

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

Affidavit of Availability

For the Letting of 9/20/2013
(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	63783	60T65	08-170-3D	K30010		
Contract With	IDOT	IDOT	MWRD	Metra		
Estimated Completion Date	11/1/13	9/16/13	5/2/14	12/1/13		
Total Contract Price	166,317.00	171,683.00	747,800.00	564,200.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	150,000.00	2,600.00	666,000.00	270,000.00		12,443,681.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		12,443,681.00

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						120,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						23,500.00
Aggregate Bases & Surfaces						30,000.00
Highway,R.R. and Waterway Structures						57,291.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	89,935.00			95,000.00		250,110.00
Landscaping						48,500.00
Fencing						15,000.00
Guardrail						0.00
Painting						0.00
Signing						28,800.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						77,000.00
Pavement Markings (Paint)						0.00
Other Construction (List)			210,439.00	103,648.00		2,748,718.00
						0.00
						0.00
Totals	89,935.00	0.00	210,439.00	198,648.00	0.00	3,398,919.00

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	Kelso Burnett	Dupage Topsoil	Target Electric	Trafic Services	
Type of Work	Electrical	Excavation	Electric	Traffic Control	
Subcontract Price	236,750.00	138,420.00	1,288,000.00	58,000.00	
Amount Uncompleted	231,750.00	68,420.00	950,000.00	58,000.00	
Subcontractor	Metal Master	Thatcher	Midwest Fence	Pheonix	
Type of Work	Roofing	Sheet Piling	Fencing	Barricades	
Subcontract Price	265,292.00	183,000.00	450,000.00	23,000.00	
Amount Uncompleted	265,292.00	33,000.00	250,000.00	23,000.00	
Subcontractor	Hartwig	Van Der Laan	Mastership		
Type of Work	Plumbing	Concrete	Masonry		
Subcontract Price	159,700.00	161,670.00	327,900.00		
Amount Uncompleted	159,700.00	161,670.00	150,000.00		
Subcontractor	Rock It	Garth	Jameson		
Type of Work	Carpentry	Supplier	HVAC		
Subcontract Price	102,000.00	132,276.00	583,500.00		
Amount Uncompleted	102,000.00	132,276.00	400,000.00		
Subcontractor	Total Mechanical	Kedmont	Poli Contracting		
Type of Work	HVAC	Roofing	Excavation		
Subcontract Price	122,500.00	47,000.00	435,000.00		
Amount Uncompleted	122,500.00	47,000.00	50,000.00		
Subcontractor	Century Concrete	Kole Construction	EE Baily		
Type of Work	Concrete	Plaster Work	Supplier		
Subcontract Price	68,500.00	34,500.00	570,000.00		
Amount Uncompleted	68,500.00	34,500.00	100,000.00		
Subcontractor	All Others	All Others	All Others		
Type of Work	Varies	Varies	Varies		
Subcontract Price	735,000.00	365,349.00	3,375,500.00		
Amount Uncompleted	724,658.00	345,349.00	2,593,000.00		
Total Uncompleted	1,674,400.00	822,215.00	4,493,000.00	81,000.00	0.00

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

Subscribed and sworn to before me

this 4th day of SEPTEMBER, 2013.

Notary Public

My commission expires: 10-15-18

(Notary Seal)

OFFICIAL SEAL
MATTHEW D JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 15, 2016

Type or Print Name RICHARD KRAUSE — PRESIDENT
Officer or Director — Title

Signed

Company PATH CONSTRUCTION COMPANY

Address 3550 W. SALT CREEK LN. SUITE 116
ARLINGTON HEIGHTS, IL 60005

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	Rock It Drywall	Jin Electric	Waukegan Glass	JM Polcurr	
Type of Work	Carpentry	Electrical	Storefronts	Electrical	
Subcontract Price	76,950.00	495,000.00	417,541.00	1,188,000.00	
Amount Uncompleted	76,950.00	86,000.00	341,151.00	166,000.00	
Subcontractor	Synergy	Robret E Hummel	Badger	Natl Heat/Power	
Type of Work	Masonry	Excavation	Masonry	HVAC	
Subcontract Price	17,000.00	212,000.00	148,500.00	2,065,000.00	
Amount Uncompleted	17,000.00	12,000.00	80,235.00	65,000.00	
Subcontractor	ABS	ARP Asphalt	Ameri Environmental	Ameri Environmental	
Type of Work	Equpt Supplier	Paving	Demolition	Demolition	
Subcontract Price	97,500.00	118,000.00	94,000.00	71,500.00	
Amount Uncompleted	97,500.00	12,000.00	79,535.00	0.00	
Subcontractor	Dailey Electric	Trevino	Glass Depot	Profasts Inc.	
Type of Work	Electrical	Masonry	Storefronts	Fire Supression	
Subcontract Price	23,000.00	114,900.00	241,566.00	45,000.00	
Amount Uncompleted	23,000.00	38,500.00	140,993.00	0.00	
Subcontractor	Procaccio	All Other Incl Sup	Jade	K&K Ironworks	
Type of Work	Painting	All Other	Carpentry	Metals	
Subcontract Price	24,250.00	614,000.00	59,700.00	16,995.00	
Amount Uncompleted	24,250.00	45,700.00	4,600.00	0.00	
Subcontractor			Durango	All Others	
Type of Work			Painting	All Others	
Subcontract Price			55,500.00	24,400.00	
Amount Uncompleted			53,830.00	0.00	
Subcontractor			All Others		
Type of Work			All Others		
Subcontract Price			34,950.00		
Amount Uncompleted			20,325.00		
Total Uncompleted	238,700.00	194,200.00	720,669.00	231,000.00	0.00

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

Subscribed and sworn to before me

this 4th day of SEPTEMBER, 2013.

Notary Public

My commission expires: 10-15-18

(Notary Seal)

OFFICIAL SEAL
MATTHEW D JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 15, 2016

Type or Print Name RICHARD KRAUSE — PRESIDENT
Officer or Director — Title

Signed

Company PATH CONSTRUCTION COMPANY

Address 3550 W. SALT CREEK LN. SUITE 116
ARLINGTON HEIGHTS, IL 60005

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	ACS	Superior Road	Leeway Wrecking	Martinez Frogs	
Type of Work	Precast Panels	Painting	Demolition	Demo/Excavation	
Subcontract Price	18,500.00	6,600.00	162,000.00	45,770.00	
Amount Uncompleted	18,500.00	2,600.00	162,000.00	18,308.00	
Subcontractor	Badger	Work Zone Safety	Angel Abatement	Weld-Tech	
Type of Work	Masonry	Traffic Control	Excavation	Railings	
Subcontract Price	22,000.00	17,100.00	77,000.00	28,385.00	
Amount Uncompleted	22,000.00	0.00	59,000.00	14,469.00	
Subcontractor	Tandem		MNM Construction	Five Star	
Type of Work	Landscaping		Concrete Repair	Painting	
Subcontract Price	19,565.00		92,561.00	17,000.00	
Amount Uncompleted	19,565.00		92,561.00	10,200.00	
Subcontractor			ESI	Cemcon	
Type of Work			Electrical	Surveying	
Subcontract Price			128,000.00	3,950.00	
Amount Uncompleted			83,000.00	1,975.00	
Subcontractor			K&K Ironworks	Hills & Dales	
Type of Work			Steel	Paving	
Subcontract Price			22,800.00	16,000.00	
Amount Uncompleted			22,800.00	16,000.00	
Subcontractor			Professional Painters	Driven Fence	
Type of Work			Painting	Fencing	
Subcontract Price			7,700.00	1,535.00	
Amount Uncompleted			7,700.00	0.00	
Subcontractor			Total Mechanical	MNM Construction	
Type of Work			HVAC	Concrete	
Subcontract Price			28,500.00	10,400.00	
Amount Uncompleted			28,500.00	10,400.00	
Total Uncompleted	60,065.00	2,600.00	455,561.00	71,352.00	0.00

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

Subscribed and sworn to before me

this 4th day of SEPTEMBER, 2013.

Notary Public

My commission expires: 10-15-18

(Notary Seal)

OFFICIAL SEAL
MATTHEW D JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 15, 2018

Type or Print Name RICHARD KRAUSE
Officer or Director

PRESIDENT
Title

Signed

Company PATH CONSTRUCTION COMPANY

Address 3550 W. SALT CREEK LN. SUITE 116
ARLINGTON HEIGHTS, IL 60005

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Shu Y. AL

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 26 DAY OF NOVEMBER ,20 13.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1388-12930

OR

ITEM(S), SECTION(S), PART(S):_____

_____

TOTAL AMOUNT OF CONTRACT: $ 4,966,847.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: 7/820010 . 565140 . 5211

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 13 2013

COM_____

APPROVED AS TO FORM:

Julia Summers

ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)